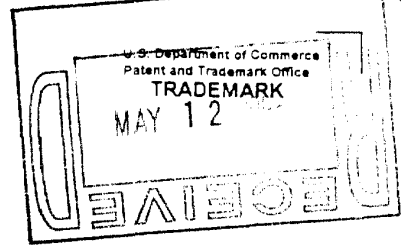


FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

05-19-1998



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MRO 5-12-98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
4 30 98

Conveying Party

Mark if additional names of conveying parties attached

Name Van de Kamp's Inc.

Execution Date  
Month Day Year  
4 30 98

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Mrs. Smith's Bakieres, Inc.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) 1919 Flowers Circle

Address (line 3) Thomasville

Georgia

31757-1338

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Georgia

FOR OFFICE USE ONLY

05/13/1998 DCDATES 00000183 75454038

01 FC:481  
02 FC:482

40.00 OP

Public burden reporting for this collection is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1727 FRAME: 0341

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/454,038"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,077,415"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="653,166"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,729,659"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

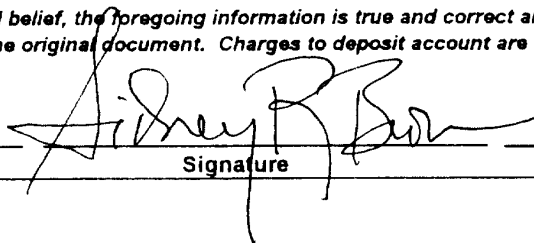
No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sidney R. Brown

Name of Person Signing



Signature

5-11-98

Date Signed

**SCHEDULE A**

Summary of Trademarks

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	GOODS	STATUS
<b>PET-RIITZ</b> United States	Van de Kamps Inc.	75/127877 (7/1/96)	2077415 (7/8/97)	30	Frozen unfilled pie shells; frozen unfilled tart shells	Section 8 & 15 due 7/8/03. Renewal due 7/8/07
United States	Van de Kamps Inc.	72/030291 (5/24/57)	653166 (10/15/57)	30	Frozen fruit and berry pies	Renewal due 10/15/07
Puerto Rico	Van de Kamps Inc.		6290 (4/24/58)	29	Frozen fruit and berry pies, frozen chicken pies, frozen turkey pies and frozen beef pies	Based on U.S. Reg. No. 653166. Renewal due 10/15/07
<b>ORONOQUE ORCHARDS (Design)</b> United States	Van de Kamps Inc	75/454038 (3/20/98)				Application pending
<b>ORONOQUE ORCHARDS (Stylized)</b> United States	Van de Kamps Inc	74/208013 (9/30/91)	1729659 (11/03/92)	30	Frozen pie crusts	<b>Section 8 &amp; 15 due 11/3/98.</b> Renewal due 11/3/02

REPT 17 TRADEMARK FRAME: 0343

## TRADEMARK ASSIGNMENT

WHEREAS, VAN DE KAMP'S INC., a Delaware corporation having its principal place of business at 1000 Union Station, Suite 200, St. Louis, Missouri 63103 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in the trademarks, trade names, service marks, and applications or registrations for such trademarks, trade names and service marks, described on Schedule A attached hereto and incorporated in this assignment by this reference (collectively, the "Trademarks"), which Trademarks have been adopted and are being used by ASSIGNOR in its business; and

WHEREAS, MRS. SMITH'S BAKERIES, INC., a Georgia corporation having its principal place of business at 1919 Flowers Circle, Thomasville, Georgia 31757-1338 (hereinafter "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the Trademarks;

1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, transfer, convey and set over, unto the said ASSIGNEE, for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to the Trademarks (which shall include, without limitation, all applications for registration pending before the United States Patent and Trademark Office) and all causes of action and rights to sue for past actions or occurrences related to the Trademarks, including, but not limited to, actions for trademark infringement, dilution or unfair competition.

2. ASSIGNOR further does hereby sell, assign, transfer, convey and set over unto the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to the goodwill of the Trademarks and of ASSIGNOR'S business connected with the use thereof and symbolized by the Trademarks.

3. ASSIGNOR agrees that, upon request and without further consideration, it will sign all lawful papers, make all rightful oaths and generally provide such assistance as may be reasonably requested by ASSIGNEE in perfecting and recording title to the Trademarks. ASSIGNEE shall bear all responsibility and expense for preparing any instrument of assignment or transfer, for recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and ASSIGNEE shall bear all prosecution and maintenance costs incurred with respect to the Trademarks, after the date of this assignment.

4. Except as otherwise expressly provided herein, no obligation is hereby assumed by either ASSIGNOR or ASSIGNEE to maintain, prosecute, enforce or litigate, file, assert or defend the Trademarks.

IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be signed by its officer thereunto duly authorized, and corporate seal to be hereto affixed and attached by its Secretary effective the 30 day of April, 1998.

"ASSIGNOR": VAN DE KAMP'S INC.

By: Ray Chung

Name: RAY CHUNG

Title: EXECUTIVE VICE PRESIDENT