

MRP 6-25-98

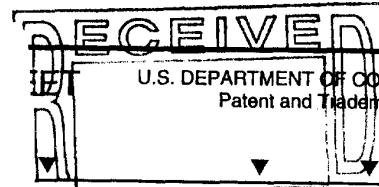
FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECC

07-09-1998



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patent

and attached original documents or copy thereof.

1. Name of conveying party(ies):

Smokey's Smokehouse, Inc., d/b/a Mountain Country Foods

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: December 1, 1997

2. Name and address of receiving party(ies)

Name: Star-Kist Foods, Inc.

Internal Address:

Street Address: One Riverfront Place

City: Newport State: KY ZIP: 41071

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,107,379

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori K. Tylinski, Esq.

Internal Address: H. J. Heinz Company

P. O. Box 57

Pittsburgh, PA 15230

Street Address: 1062 Progress Street

07/07/1998 JMWTKINS 00000082 081631 2107379

01 FC:481 40.00 CH City: Pittsburgh State: PA ZIP: 15212

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08-1631

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lori K. Tylinski

Name of Person Signing

Signature

6/22/98

Date

4

Total number of pages including cover sheet, attachments, and document:

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT OF TRADEMARK, dated as of December 1, 1997 (the "Assignment"), is made by Smokey's Smokehouse, Inc., d/b/a Mountain Country Foods, a Utah corporation ("Assignor") to Star-Kist Foods, Inc., a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Purchase Agreement dated as of December 1, 1997 (the "Purchase Agreement");

WHEREAS, Assignor is required by the Purchase Agreement to sell, assign and transfer the United States trademark, Ear Resistibles (the "Trademark");

WHEREAS, Assignor has agreed pursuant to the Purchase Agreement to sell, assign and transfer all right, title, and interest in and to the Trademark, all registrations and pending applications for registration covering the Trademark, all label designs embodying the Trademark, any unregistered or common law rights Seller may have throughout the world and the goodwill of its business connected with the use of and symbolized by the Trademark;

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Assignor hereby takes the following actions and makes the following agreements:

1. Assignment of Trademark. Assignor hereby sells, assign, transfers, and sets over unto Assignee all right, title and interest in, to and under the Trademark, all registrations and pending applications for registration covering the Trademark filed on behalf of Assignor, all label designs embodying the Trademark, any unregistered or common law rights Seller may have throughout the world and the goodwill of the business connected with the use of and symbolized by the Trademark. Further, Assignor hereby assigns, transfers and set over unto Assignee all of Assignor's rights to sue for and collect damages and other relief for any past infringement of the Trademark.

2. Additional Documents. Assignor shall execute and deliver any and all additional documents that may be necessary to perfect and record title to the Trademark in Assignee.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the day and year first above written.

ATTEST:

SMOKEY'S SMOKEHOUSE, INC.  
d/b/a Mountain country Foods

\_\_\_\_\_

By: Douglas G Ford

Title: President

[CORPORATE SEAL]

STATE OF UTAH            )  
  ) SS.  
COUNTY OF \_\_\_\_\_)

On Jan 26, 98, before me, Carlene Dansie, a Notary Public, personally appeared Douglas G Ford, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal

Signature Carlene Dansie

