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

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached ~~original documents~~ or copy thereof.

1. Name of conveying party(ies):

Nabisco Brands Company

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

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

2. Name and address of ~~receiving party(ies)~~

Name: H. J. Heinz Company

Internal Address:

Street Address: 1062 Progress Street

City: Pittsburgh State: PA ZIP: 15212

- ❑ Individual(s) citizenship
- ❑ Association
- ❑ General Partnership
- ❑ Limited Partnership
- XX Corporation-State Pennsylvania
- ❑ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ❑ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ❑ Yes ❑ No

3. Nature of conveyance:

- XX Assignment
- ❑ Merger
- ❑ Security Agreement
- ❑ Change of Name
- ❑ Other

Execution Date: July 6, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

194,678

557,830

Additional numbers attached? ❑ Yes XX No

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

Name: Dean A. Bierkan, Esq.

Internal Address: H. J. Heinz Company

P. O. Box 57

Pittsburgh, PA 15230

Street Address: H. J. Heinz company

1062 Progress Street

City: Pittsburgh State: PA ZIP: 15212

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ 65.00

- ❑ Enclosed
- XX Authorized to be charged to deposit account

8. Deposit account number:

08-1631

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

07/22/1998 DNGUYEN 00000006 081631 194678

01 FC:481 40.00 CH

02 FC:482 25.00 CH

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.

Dean A. Bierkan
Name of Person Signing

Signature

7/14/98
Date

Total number of pages including cover sheet, attachments, and document: 4

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

ASSIGNMENT OF U.S. TRADEMARKS

WHEREAS, NABISCO BRANDS COMPANY a Delaware corporation, whose principal address is 1105 North Market Street, Suite 803, Wilmington, Delaware 19801 (hereinafter "Assignor") is the owner of and has adopted, licensed and/or is otherwise using (i) the name, trade name and/or trademark COLLEGE INN which is the subject of U.S. Registration Numbers 557,830 and 194,678 and (ii) any unregistered common law trademarks, trade dress and label designs utilized solely therewith and good will associated therewith (hereinafter referred to as the "Trademarks"); and

WHEREAS, H. J. HEINZ COMPANY, a Pennsylvania corporation, whose principal address is 1062 Progress Street, Pittsburgh, Pennsylvania 15212 (hereinafter "Assignee") desires to acquire any and all rights that Assignor may have in and to the Trademarks (including the registrations issued by the United States Patent and Trademark Office identified above and all renewals and extensions thereof), together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Trademarks (including without limitation, any and all related registrations issued by the United States Patent and Trademark Office, all renewals and extensions thereof and any unregistered common law trademarks, trade dress and/or label designs utilized solely therewith) together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver, at the request of the Assignee, such additional papers, instruments, and assignments, as the Assignee may reasonably require in order to vest Assignor's right, title and interest in and to the Trademarks in the Assignee and/or to carry out the intent of this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 6th day of July, 1998.

NABISCO BRANDS COMPANY

By: James Kirkman
Name: James A. Kirkman
Title: Executive Vice President, General Counsel & Secretary of Nabisco, Inc. authorized to sign on behalf of its affiliate, Nabisco Brands Company

STATE OF New York)
) SS:
COUNTY OF New York)

On this 6th day of July, 1998, before me personally came James A. Kirkman to me known, who being by me duly sworn did depose and say that he is the Executive Vice President, General Counsel and Secretary of Nabisco, Inc., authorized to sign on behalf of its affiliate, Nabisco Brands Company, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said Nabisco Brands Company corporation.

Notary Public

DARRIN M. OCASIO
Notary Public, State of New York
No. 01OC5070884
Qualified in Queens County
Commission Expires Dec. 23, 1998

7/2/98

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