

RECORDATION FORM CO  
TRADEMARKS

10-07-1998

F COMMERCE  
trademark Office



100845298

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please reco.

ereof.

1. Name of conveying party(ies):

THE DIAL CORPORATION  
15501 NORTH DIAL BOULEVARD  
SCOTTSDALE, ARIZONA 85260-1619

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

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

3. Nature of conveyance:

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

Execution Date: APRIL 1, 1998

2. Name and address of receiving party(ies)

Name: ARMOUR BRANDS, INC.

Internal Address: SUITE 2214

Street Address: 15501 NORTH DIAL BOULEVARD

City: SCOTTSDALE State: AZ ZIP: \_\_\_\_\_

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

2,080,076 and others

Additional numbers attached?  Yes  No

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

Name: REBECCA S. NITTLE

Internal Address: TRADEMARK COUNSEL

SUITE 2214

Street Address: 15501 NORTH DIAL BOULEVARD

City: SCOTTSDALE State: AZ ZIP: \_\_\_\_\_

85260-1619

6. Total number of applications and registrations involved: \_\_\_\_\_

24

7. Total fee (37 CFR 3.41).....\$ 615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-0980

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

10/06/1998 JSHABAZZ 00000163 040980 2080076

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 575.00 CH

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.

REBECCA S. NITTLE  
Name of Person Signing  
TRADEMARK COUNSEL

Rebecca S. Nittle  
Signature

9-28-98  
Date

5

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

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>
SUNRISE (use limitation)	1513776
THE BIG MEAT STICKS WITH THE BIG BOLD BITE	1983758
THE MEATY ONE!	2035255
THE REAL BAKED VIRGINIA HAM FLAVOR THE FAMILY LOVES	2099433
TOP THAT	1924762
TREET	804802
VILLA LORENZO (WORD MARK)	1853753
VILLA LORENZO AND DESIGN	1854792
VILLA LORENZO PASTA FOR ONE (DESIGN)	1879947

# UNITED STATES

## EXHIBIT A

### PART I - REGISTRATIONS - AS OF APRIL 1, 1998

<u>Trademark</u>	<u>Registration No.</u>
A SASSY LITTLE VIENNA THAT BITES BACK	2080076
APPIAN WAY	583458
CHEF'S REQUEST	2067443
CHEF'S REQUEST AND DESIGN	1936168
COUNTRY SUPPER	876663
HARTFORD HOUSE	914149
HARTFORD HOUSE	1646508
LUNCH BUCKET	1348341
LUNCH BUCKET	1424133
LUNCH BUCKET LIGHT 'N HEALTHY	1752760
LUNCH BUCKET LIGHT 'N HEALTHY (LIGHT 'N HEALTHY DISCLAIMED)	1800947
LUNCH BUCKET LIGHT 'N HEALTHY (LIGHT 'N HEALTHY DISCLAIMED)	1797997
NO MORE LUMPS	2034290
PASTA FOR ONE	1874042
SEASONED TO PERFECTION	2068794

**ASSIGNMENT AND CONVEYANCE AGREEMENT**

**WHEREAS**, The Dial Corporation, a Delaware corporation having offices at 15501 North Dial Boulevard, Scottsdale, Arizona 85260-1619 ("Assignor"), has adopted, used and owns the entire right, title and interest in and to the trade names, trademarks, trademark applications and trademark registrations set forth on Exhibit A attached hereto (collectively the "U.S. Trademarks"), and desires to transfer and assign to Armour Brands, Inc., an Arizona corporation ("Assignee"), all of its rights, title and interests in and to the U.S. Trademarks set forth on Exhibit A, together with the goodwill associated therewith, in exchange for shares of stock in Assignee; and

**WHEREAS**, Assignor desires to transfer to Assignee certain stationery, business cards, shipping documents, and other specimens of use of the U.S. Trademarks (the "Tangible Media") in exchange for shares of stock in Assignee;

**WHEREAS**, Assignor and Assignee agree that the Tangible Media has a value of one thousand dollars (\$1,000); and

**WHEREAS**, Assignee desires to acquire the U.S. Trademarks and Tangible Media from Assignor; and

**WHEREAS**, Assignor and Assignee agree that Assignee will not assume any liabilities in the transfer of the rights, title and interests in and to the U.S. Trademarks and the Tangible Media, other than those, if any, arising under the Trade Name and Trademark License Agreement ("License Agreement") effective as of April 1, 1998, between Assignor (as Licensee) and Assignee (as Licensor) which License Agreement is being entered into by the parties hereto contemporaneously with this Assignment and Conveyance Agreement.

**NOW, THEREFORE**, in consideration of all one hundred (100) issued and outstanding shares of stock in Assignee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to said Assignee, effective nunc pro tunc as of April 1, 1998 ("Effective Date"), all its rights, title and interests in, to and under said U.S. Trademarks, including the goodwill of the business symbolized by the U.S. Trademarks, the Tangible Media and any and all applications and registrations for said Trademarks.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment and Conveyance Agreement this 31<sup>st</sup> day of July, 1998 with Effective Date as set forth above.

THE DIAL CORPORATION,  
a Delaware Corporation

By: [Signature]  
Its: SR. VICE PRESIDENT & Chief Financial Officer

ARMOUR BRANDS, INC.,  
an Arizona Corporation

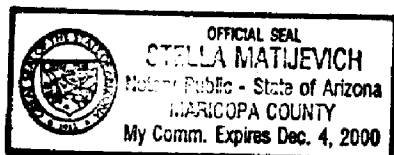
By: [Signature]  
Its: PRESIDENT

State of Arizona )  
 )SS  
County of Maricopa )

On this 31<sup>ST</sup> day of July, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared SUSAN J. RILEY, to me personally known to be the S.R. V. P. & C.F.O. of The Dial Corporation who subscribed to the foregoing Assignment and Conveyance Agreement and acknowledged that execution of said document was a free and voluntary act on behalf and with full authority of The Dial Corporation.

WITNESS my hand and seal the day and year last above given.

Stella Matijevich  
Notary Public  
My Commission Expires: 12-4-2000

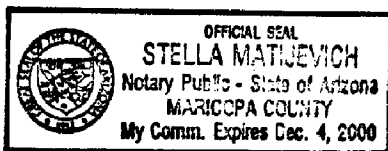


State of Arizona )  
 )SS  
County of Maricopa )

On this 31<sup>ST</sup> day of July, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared MARK WHITEHOUSE, to me personally known to be the PRESIDENT of Armour Brands, Inc. who subscribed to the foregoing Assignment and Conveyance Agreement and acknowledged that execution of said document was a free and voluntary act on behalf and with full authority of Armour Brands, Inc.

WITNESS my hand and seal the day and year last above given.

Stella Matijevich  
Notary Public  
My Commission Expires: 12-4-2000



dial02armour  
rev 072998