

01-28-1999

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To the Honorable Commissioner of Patent:

100900056

original documents or copy thereof.

484-120

1. Name of conveying party(ies): MKD
HOMESTEAD, INC.
1-28-99

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

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

2. Name and Address of receiving party(ies)

Name: HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

Address: 5060 Ward Road
Wheat Ridge, CO 80033

3. Nature of conveyance: 27

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 28, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation (State - Delaware)
 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 registration number(s):

A. Trademark Application No.(s)
See Attached Schedule TM

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See Attached Schedule

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

Steven Rosenthal, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
919 Third Avenue
New York, NY 10022

6. Total number of applications and registrations involved: 85

7. Total fee (37 CFR 3.41)..... \$ 2140
 Enclosed
 Any deficiency is authorized to be charged to Deposit Account No. 19-2385

8. Deposit Account No.

(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.

Steven Rosenthal Steve Rosenthal 1/28/99
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

01/29/1999 110811 0000081 1281774
 01 FC:481 40.00 OP
 02 FC:482 2100.00 OP
 03 FC:484 120.00 OP

COMMISSIONER OF PATENTS AND TRADEMARKS
 BOX ASSIGNMENT
 WASHINGTON D.C. 20231

TRADEMARK
 REEL: 1797 FRAME: 0624

SCHEDULE TO RECORDATION COVER SHEET**TRADEMARK REGISTRATIONS**

MARK	REG NO.	REG DATE
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1281774	6-12-84
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1288071	7-31-84
AMERICAN BEAUTY	88250	9-10-12
AMERICAN BEAUTY	1642927	4-30-91
AMERICAN BEAUTY & DESIGN	1474360	1-26-88
AMERICAN BEAUTY & DESIGN	1518157	12-27-88
AMERICAN BEAUTY & DESIGN	1905784	7-18-95
AMERICAN BEAUTY & DESIGN	1911635	8-15-95
AMERICAN BEAUTY FETTUCCINE FLORENTINE & DESIGN	1823044	2-22-94
AMERICAN BEAUTY 10,000 LAKES PASTA & DESIGN	1873368	1-10-95
LIGHT & FLUFFY	1109562	12-19-78
MISC DESIGN (MEDALLION)	844679	2-20-68
MISC DESIGN (BUNDLE OF WHEAT)	1456710	9-8-87
MISC DESIGN (MANICOTTI DESIGN)	1248557	8-16-83
MISCELLANEOUS DESIGN (RONZONI)	1986632	7-16-96
MRS. WEISS & DESIGN	646880	6-11-57
MRS. WEISS STYLIZED LETTERS	609228	7-19-55
P&R	1239609	5-24-83
P&R DESIGN	1257063	11-8-83
RONZONI	2004806	10-1-96
RONZONI (STYLIZED)	1201326	7-13-82
RONZONI (IN BLOCK)	2022974	12-17-96
RONZONI (STYLIZED)	518709	12-13-49
RONZONI SONO BUONI	1538349	5-9-89
RONZONI SONO BUONI - RONZONI IS SO GOOD	821366	12-27-66
SAN GIORGIO	607385	6-14-55
SAN GIORGIO	844678	2-20-68
SAN GIORGIO & DESIGN	128415	1-6-20
SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	1547584	7-11-89

MARK	REG NO.	REG DATE
SAN GIORGIO SOAK 'N SERVE & DESIGN	1760120	3-23-93
SAN GIORGIO SOUPETTES	968772	9-18-73
SKINNER	670993	12-9-58
SKINNER	1521166	1-17-89
SKINNER GOLD MEDAL	942379	9-5-72
SKINNER'S & DESIGN	1313673	1-8-85
SONO BUONI CLUB	1499534	8-9-88
10,000 LAKES PASTA	1865377	11-29-94
CALCIUM RICH ELBOWS	2194407	10-6-98
CALCIUM RICH SPAGHETTI & DESIGN	2191617	9-22-98
CHOO-CHOO WHEELS	867640	4-1-69
CHOO-CHOO WHEELS & DESIGN	867641	4-1-69
CLASSIC CORNER	1533072	8-4-89
COUNTRY KITCHEN	1467570	12-1-87
CURLY-RONI	701457	7-19-60
D&DESIGN	810854	7-5-66
DELMONICO	541258	4-24-51
DELMONICO & DESIGN	877486	9-23-69
DERBY PASTA	2179603	8-4-98
ECONOMY PAK	1875426	1-24-95
ELBO-RONI	212208	4-27-26
FLUFFY DUMPLETS	524570	4-25-50
HOLSUM	571383	3-3-53
IPPOLITOS	938182	7-18-72
ITALIANO	784189	1-26-65
ITALIANO & DESIGN	843884	2-6-68
ITALIAN PANTRY	872289	7-1-69
KLUS-KY	603456	3-15-55
KRINKLY	769247	5-5-64
LA BELLA ROSA BRAND & DESIGN	1818079	1-25-94
MRS. BECKER'S AND DESIGN	696508	4-19-60
PASTA EXPERTS (THE)	1870717	12-27-94
PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899795	9-29-70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919869	9-7-71
PERFECTION & DESIGN	1540729	5-23-89
PERFECTION & DESIGN	682275	7-21-59
PERFECTION AND DESIGN	2064886	5-27-97
POT-PIE	177999	1-1-24
RIPPLETS	653871	10-29-57
ROMA	692148	1-26-60

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MARK	REG NO.	REG DATE
ROMA BRAND & DESIGN	1303953	11-6-84
RONI-MAC	695771	4-5-60
SALAD-RONI	551327	11-27-51
SHEL-RONI	551328	11-27-51
SLENDERONI	624605	4-3-56
TRIO ITALIANO	1516570	12-13-88

PENDING APPLICATIONS

MARK	APP. NO.	APP. DATE
BUTTEROODLE	75/584,624	11-8-98
CALCIUM RICH AND RIBBON DESIGN	75/578339	10-23-98
CALCIUM RICH AND RIBBON DESIGN	75/578348	10-23-98
LA BELLA ROSA	75/368367	10-6-97
LA BELLA ROSA & DESIGN	75/194595	11-7-96
MISC DESIGN (PASTA CHARACTER)	75/418297	1-15-98
PASTA MANAGER	74/615600	12-27-94
SOUPS 'N SIDES	75/541497	8-24-98
SAN GIORGIO	75/344951	8-21-97
SAN GIORGIO (FOR RESTAURANTS)	75/584624	9-16-98

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 28th day of January 1999, ("Effective Date"), by and between Homestead, Inc., a corporation organized under the laws of the State of Delaware, with a mailing address at 5060 Ward Road, Wheat Ridge, Colorado 80033 ("Assignor"), and Hershey Chocolate & Confectionery Corporation, a corporation organized under the laws of the State of Delaware, with a mailing address at 5060 Ward Road, Wheat Ridge, Colorado 80033 ("Assignee").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign its entire right, title and interest in and to (a) those United States trademark registrations and applications for registration identified and set forth on Schedule A; (b) those U.S. State trademark registrations identified and set forth on Schedule B; (c) those foreign trademark registrations and applications for registration identified and set forth on Schedule C; (d) those common law marks identified and set forth on Schedule D (all of the foregoing collectively referred to herein as the "Marks"); and (e) the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws

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EXECUTION COPY

of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States. Assignor also authorizes and requests the proper authorities to record Assignee as the assignee and owner of the Marks in all foreign countries.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 28th day of January 1999.

HOMESTEAD, INC.

HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

By: [Signature]
Name: Burton H. Snyder
Title: Vice President

By: [Signature]
Name: William Christ
Title: Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 28th day of January 1999, there appeared before me BURTON SNYDER, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HOMESTEAD, INC.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

[Signature]
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 28th day of January, 1999, there appeared before me WILLIAM CHRIST, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

[Signature]
Notary Public

SCHEDULE AU.S. TRADEMARK REGISTRATIONS

MARK	REG NO.	REG DATE
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AMERICAN BEAUTY & DESIGN	1905784	7-18-95
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LIGHT & FLUFFY	1109562	12-19-78
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RONZONI (IN BLOCK)	2022974	12-17-96
RONZONI (STYLIZED)	518709	12-13-49
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RONZONI SONO BUONI - RONZONI IS SO GOOD	821366	12-27-66
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SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	1547584	7-11-89

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SKINNER	670993	12-9-58
SKINNER	1521166	1-17-89
SKINNER GOLD MEDAL	942379	9-5-72
SKINNER'S & DESIGN	1313673	1-8-85
SONO BUONI CLUB	1499534	8-9-88
10,000 LAKES PASTA	1865377	11-29-94
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DELMONICO & DESIGN	877486	9-23-69
DERBY PASTA	2179603	8-4-98
ECONOMY PAK	1875426	1-24-95
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FLUFFY DUMPLETS	524570	4-25-50
HOLSUM	571383	3-3-53
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ITALIANO & DESIGN	843884	2-6-68
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KRINKLY	769247	5-5-64
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PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899795	9-29-70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919869	9-7-71
PERFECTION & DESIGN	1540729	5-23-89
PERFECTION & DESIGN	682275	7-21-59

* This registration is still valid but is no longer in use and there is no intention to maintain and/or renew this registration.

MARK	REG NO.	REG DATE
PERFECTION AND DESIGN	2064886	5-27-97
POT-PIE	177999	1-1-24
RIPPLETS	653871	10-29-57
ROMA	692148	1-26-60
ROMA BRAND & DESIGN	1303953	11-6-84
RONI-MAC	695771	4-5-60
SALAD-RONI	551327	11-27-51
SHEL-RONI	551328	11-27-51
SLENDRONI	624605	4-3-56
TRIO ITALIANO	1516570	12-13-88

PENDING U.S. APPLICATIONS

MARK	APP. NO.	APP. DATE
BUTTERODDLE	75/584,624	11/8/98
CALCIUM RICH AND RIBBON DESIGN	75/578,339	10/23/98
CALCIUM RICH AND RIBBON DESIGN	75/578,348	10/23/98
LA BELLA ROSA	75/368,367	10-6-97
LA BELLA ROSA & DESIGN	75/194,595	11-7-96
MISC DESIGN (PASTA CHARACTER)	75/418297	1-15-98
PASTA MANAGER	74/615600	12-27-94
SOUPS 'N SIDES	75/541497	8-24-98
SAN GIORGIO	75/344951	8-21-97
SAN GIORGIO (FOR RESTAURANTS)	N/A	9-16-98

SCHEDULE B**U.S. STATE TRADEMARK REGISTRATIONS**

MARK	STATE	NUMBER	DATE
RONZONI	WEST VIRGINIA	223241	10-11-62
RONZONI	NEVADA	N/A	9-26-62
PERFECTION BRAND	CALIFORNIA	10060	10-29-23
PERFECTION	NEVADA	V.8 P.298	1-16-48

SCHEDULE C**FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS**

COUNTRY	MARK	APP/REG NO.	APP/REG DATE
Canada	RONZONI	758427	6-30-94
Canada	RONZONI & DESIGN	332623	10-2-87
Canada	SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	777892	3-14-95
Canada	SAN GIORGIO	313746	5-2-86
Haiti	SAN GIORGIO	280/68	2-21-83
Italy	RONZONI	401590	2-12-86
Japan	RONZONI	2159518	8-31-89
Japan	RONZONI	2163159	8-31-89
Mexico	RONZONI	404378	4-8-91
Peru	RONZONI	79256	2-1-84
Portugal	RONZONI	240785	4-28-87
Portugal	RONZONI	240786	4-28-87
Puerto Rico	RONZONI	30114	4-8-91
Russia	RONZONI	144210	7-22-96
Saudi Arabia	RONZONI	254/93	3-24-92
Spain	RONZONI	1160564	10-20-87

SCHEDULE D

COMMON LAW TRADEMARKS

IDEAL BY SAN GIORGIO

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