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

10-28-1998



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

Submission Type

- New
- Resubmission
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
- Change of Name Month Day Year
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Italian Village Ravioli & Pasta Products

Formerly

Execution Date
Month Day Year
09181998

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization New Jersey

Receiving Party

Mark if additional names of receiving attached

Name National Sea Products, Incorporated

DBA/AKA/TA

Composed of

Address (line 1) One Highliner Avenue

Address (line 2)

Address (line 3) Portsmouth NH 03802
City State/Country Zip Code

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

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.)

10/27/1998 TTUN11 00000167 1665993

FOR OFFICE USE ONLY

01 FC:401 40.00 OP
02 FC:402 50.00 OP

Public burden reporting for this collection of information 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: 1804 FRAME: 0660

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 (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109

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

4

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)

75/386,027

1,665,993
1,727,717

Number of Properties

Enter the total number of properties involved

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

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:

07-1700

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.

David P. Lewis

Name and Person Signing

Signature

Date Signed

10/19/98

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made this 18th day of September, 1998 by ITALIAN VILLAGE RAVIOLI & PASTA PRODUCTS, INC., a New Jersey corporation ("Assignor"), in favor of NATIONAL SEA PRODUCTS INCORPORATED, a Delaware corporation ("Assignee").

WHEREAS, Assignor, Floresta Pasta Products, Inc., a New Jersey corporation, and the Shareholders thereof, on the one hand, and Assignee, on the other hand, are parties to an Asset Purchase Agreement, dated as of July 18, 1998 (the "Asset Purchase Agreement;" capitalized terms used herein but therein defined are used herein as defined in the Asset Purchase Agreement), pursuant to which the Vendors agreed to sell to Assignee, and Assignee agreed to purchase and assume from the Vendors, the Purchased Assets, the Purchased Working Capital and the Assumed Liabilities; and

WHEREAS, Assignor is the owner of certain trademarks and applications and registrations therefor as described in Section 2.1(h) of the Asset Purchase Agreement and listed on Schedule 2.1(h) to the Asset Purchase Agreement, all as set forth on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, pursuant to this Trademark Assignment, does hereby sell, convey, transfer, assign, and deliver unto Assignee, its legal successors and permitted assigns, its entire right, title, and interest in and to the Trademarks, throughout the world, and any extensions or renewals thereof, together with the goodwill of the business symbolized by the Trademarks, and agrees that Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of, or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks.

This Trademark Assignment is given pursuant to the Asset Purchase Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights of Assignee or Assignor thereunder and is given solely for the purpose of separately evidencing the transactions contemplated thereby.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

ITALIAN VILLAGE RAVIOLI & PASTA
PRODUCTS, INC.

By: John LaGalia

Name: John LaGalia

Title: President

EXHIBIT A

REGISTERED TRADEMARKS


<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	Village Design	1,665,993	November 26, 1991
United States	Gina Italian Village	1,727,717	October 20, 1992
<u>State</u>			
Connecticut	Italian Village	8248	April 26, 1991
New York	Italian Village	R-26514	April 11, 1991
Pennsylvania	Italian Village	9123 1814-1815	March 27, 1991
New Jersey	Italian Village Homemade Ravioli and Pasta Products	2907	June 23, 1981
New Jersey	Italian Village	3066	September 8, 1981

PENDING TRADEMARK REGISTRATION APPLICATIONS

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>
United States	Village Design	75/386,027	November 6, 1997
Canada	Gina Italian Village	870052	February 23, 1998
Mexico	Gina Italian Village	326367	March 18, 1998

STATE OF New York
COUNTY OF New York

On this 18th day of September, 1998 before me appeared the above-named John LaGalia, the President of Italian Village Ravioli & Pasta Products, Inc., who, being duly sworn, did depose and say that he is the President of the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
My commission expires:

**SHIRLEY D. JACKSON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4868747
QUALIFIED IN KINGS COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES OCT. 28, 1998**

DOCSC\662423.2

GOODWIN, PROCTER & HOAR LLP

COUNSELLORS AT LAW
EXCHANGE PLACE
BOSTON, MASSACHUSETTS 02109-2881

TELEPHONE (617) 570-1000
TELECOPIER (617) 523-1231

October 19, 1998

VIA EXPRESS MAIL

EL042114318US

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

**Re: Recordation of Trademark Assignment
National Sea Products, Inc./Italian Village Ravioli and Pasta Sauce**

Dear Commissioner:

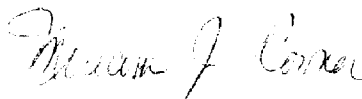
Enclosed please find the following documents for recordation:

1. Trademark recordation form cover sheet;
2. Trademark Assignment;
3. A check in an amount of \$90.00 to cover the recordation fees pursuant to 37 C.F.R. 3.41; and
4. A return postcard for acknowledgment of your receipt of these documents.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 07-1700.

If you have any questions regarding these documents, please call me at (617) 570-1292.

Sincerely,



Miriam J. Rovner
Senior Legal Assistant

MJR:clk

Enclosures

cc: Ms. Claire Milton (with enclosures)
David P. Lewis, Esq. (with enclosures)

DOCSC\678982.1

RECORDED: 10/20/1998

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REEL: 1804 FRAME: 0666