



**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)

FLORESTA 1,800,216

**Number of Properties**

Enter the total number of properties involved

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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 18<sup>th</sup> day of September, 1998 by FLORESTA PASTA PRODUCTS, INC., a New Jersey corporation ("Assignor"), in favor of NATIONAL SEA PRODUCTS INCORPORATED, a Delaware corporation ("Assignee").

WHEREAS, Assignor, Italian Village Ravioli & 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.

FLORESTA PASTA PRODUCTS, INC.

By: 

Name: John LaGalia

Title: President

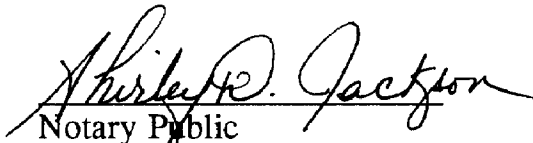
**EXHIBIT A**

**REGISTERED TRADEMARKS**

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	Floresta	1,800,216	October 19, 1993

STATE OF New York  
COUNTY OF New York

On this 18<sup>th</sup> day of September, 1998 before me appeared the above-named John LaGalia, the President of Floresta 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**

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