

11-09-1998

Docket No. BSA/PIZZARELLA

FORM PTO-1594
(Rev. 10-96)

OMB No. 0651-0011 (exp. 4/94)



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100873910

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

MED 11-2-98

1. Name of conveying party(ies):
Stella Foods, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 17, 1998

2. Name and address of receiving party(ies):
Name: Bongrain S.A.

Internal Address: _____

Street Address: 42 Rue Rieussec 78220 Viroflay Cedex, France

City _____ State _____ ZIP _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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)

Additional numbers attached? Yes No

B. Trademark registration No.(s) 674,684

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

Internal Address: _____

Street Address: VICKERS, DANIELS & YOUNG
2000 TERMINAL TOWER
CLEVELAND, OHIO 44113-2235

6. Total number of applications and registrations involved: 1

7. Total fee(37 CFR 3.41):.....\$ 40.00
 Enclosed
 You are authorized to charge our deposit account for any additional fee required.

8. Deposit account number: 22-0347
 _____ A duplicate copy of this form is attached

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.

ROBERT V. VICKERS [Signature] 10/28/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 1810 FRAME: 0265

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark : PIZZARELLA
Registration No. : 674,684
Registration Date : February 24, 1959
Class : 29


DESIGNATION OF DOMESTIC REPRESENTATIVE

Asst. Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Dear Sir:

Applicant hereby appoints Robert V. Vickers, Reg. No, 19,504; E. Kent Daniels, Jr., Reg. No. 19,598; and/or Thomas E. Young, Reg. No. 28,924; Vickers, Daniels & Young, 2000 Terminal Tower, Cleveland, Ohio 44113, as applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

Date: oct 6 20 - 1998

By: 

Title: Chief Patent and Trademark Counsel

ASSIGNMENT

WHEREAS, Stella Foods, a corporation of the state of Delaware, having a place of business at 25 Tri-State International Office Center, Suite 250, Lincolnshire, Illinois 60069 (hereinafter "Assignor"), is the owner of United States Trademark Registration No. 674,684 for the mark PIZZARELLA;

WHEREAS, Bongrain, S.A., a corporation of France, having a place of business at 42 Rue Rieussec, 78220 Viroflay Cedex, France (hereinafter "Assignee"), is desirous of acquiring any and all right Assignor may possess in and to PIZZARELLA and said Registration No. 674,684, including any goodwill associated therewith, without acknowledging any legal need to do so or the existence thereof;

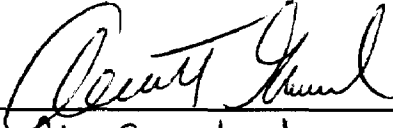
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title and interest in and to PIZZARELLA and any similar mark thereto ("said mark"), including but not limited to:

- (a) all common law and state law trademark and service mark rights in said mark;
- (b) all federal trademark and service mark rights in said mark including but not limited to Registration No. 674,684;
- (c) all trade name or business name rights in said mark;
- (d) any and all goodwill associated with said name and/or mark;
- (e) all rights based upon use of said name and/or mark;
- (f) all rights based upon the registration or listing of said name and/or mark with a government entity; and,
- (g) all international rights to said name and/or mark.

Assignor further agrees to immediately and permanently cease all use of said name and/or mark and any variants thereof, and now and in the future, to sign all forms or other documents reasonably requested by Assignee and/or necessary for filing with any government entity in order to evidence the foregoing assignment.

STELLA FOODS, INC.

Date: 8-17-98

By: 
Name: Al Gambrel
Title: Vice President