

01-19-1999

FORM PTO-1594  
1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RE 100945154 ET  
**TRADEMARKS ONLY**

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

MEB 1-15-99

1. Name of conveying party(ies):  
Golden Grain Company  
4576 Willow Road  
Pleasanton, California 94588  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - State of California  
 Other

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

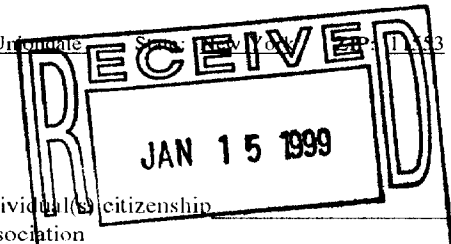
3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: December 8, 1998

2. Name and address of receiving party(ies):  
Name: The Hain Food Group, Inc.  
Internal Address: Suite 100  
Street Address: 50 Charles Lindbergh Blvd.  
City: Urbana State: Ill Zip: 61853

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - State of 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) and address(es) attached?  Yes  No



4. Application number(s) or registration number(s):

A. Trademark Application No.(s) B. Trademark Registration No.(s)  
1,958,878 1,899,070  
1,958,879 1,845,776

Additional numbers attached?  Yes  No

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

Name: Robert W. Smith

Internal Address: McCarter & English, LLP  
4 Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: NJ ZIP: 07101

6. Total number of applications and registrations involved: 4

7. Total Fee (37 CFR 3.41): \$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

Not Applicable

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

01/19/1999 DNGUYEN 00000026 1958878

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of your knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert W. Smith  
Name of Person Signing

Signature

January 13, 1999  
Date

Total number of pages comprising cover sheet: 4

TRADEMARK  
REEL: 1840 FRAME: 0788

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT, dated as of December 8, 1998 (the "Assignment"), is made by GOLDEN GRAIN COMPANY, a California corporation ("Assignor") to THE HAIN FOOD GROUP, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignee, Assignor and The Quaker Oats Company, a New Jersey corporation, are parties to a certain Asset Purchase and Sale Agreement, dated as of December 8, 1998 (the "Purchase Agreement");

WHEREAS, Assignor has adopted, and is using those trademarks set forth on Exhibit A to this Assignment (the "Trademarks");

WHEREAS, Assignor has agreed pursuant to the Purchase Agreement to sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated with the Trademarks; and

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreement:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Trademarks and the goodwill associated with the use of and symbolized by the Trademarks. Further, Assignor hereby assigns, transfers and sets over unto Assignee, Assignor's rights, if any, to sue for and to collect damages, profits and other relief for any past infringement of the Trademarks.

EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, AND SUBJECT TO THE LIMITATIONS THEREIN, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE TRADEMARKS.

2. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademarks in Assignee and/or to carry out the intent of this Assignment.



**EXHIBIT A**

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Application or Registration Date</u>
Canada	Nile Spice	TMA470510	February 5, 1997
Canada	Nile Spice and Design	TMA470502	February 5, 1997
Canada	Nile Spice Foods and Design	TMA470511	February 5, 1997
US	Misc. Design (Nile Spice Egyptian Man)	1958878	February 27, 1996
US	Nile Spice	1958879	February 27, 1996
US	Nile Spice and Design	1899070	June 13, 1995
US	Nile Spice Foods and Design	1845776	July 19, 1994

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