04-14-1999

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Commissioner of Patents and T ... eet ... original documents or copy thereof

RECEIVED

1. **Name of conveying party(ies).**

Vlasic Foods, Inc.
Vlasic Plaza, Six Executive Campus
Cherry Hill, New Jersey 08002/4112

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
_X_ Corporation-State: Michigan
___ Other

3. **Nature of conveyance:**

_X_ Assignment ___ Merger
___ Security Agreement ___ Change of Name

___ Other:

Execution Date: March 10, 1999

4/15/99

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

A. Trademark Application No.(s)

Additional numbers attached?

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

Michael D. Fishman
Rader, Fishman & Grauer PLLC
1533 N. Woodward Avenue, Suite 140
Bloomfield Hills, Michigan 48304
(248) 594-0630

2. **Name and address of receiving party(ies):**

VF Brands, Inc.
P. O. Box 626 Rte. 331
Millsboro, Delaware 19966

___ Individual(s) citizenship:
___ Association:
___ General Partnership:
___ Limited Partnership:
_X_ 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

B. Trademark Registration No.(s)
SANDWICH STACKERS (STYLIZED) No. 2,101,623
Date of Registration: September 30, 1997

___Yes _X_ No

6. **Total number of applications and registrations involved:** one (1)

7. **Total fee (37 CFR 3.41).....$40.00**

___ Enclosed

_X_ Authorized to be charged to deposit account for the above amount and any additional fees necessary.

8. **Deposit Account Number: 18-0013**
(Attach duplicate copy of this page if using 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.

Michael D. Fishman — Name
Signature
04/01/99 — Date

Total number of pages comprising cover sheet ___1

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Mail documents to be recorded with required cover sheet information to:
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R0051630

TRADEMARK ASSIGNMENT

WHEREAS, Vlasic Foods, Inc., a Michigan corporation at Vlasic Plaza, Six Executive Campus, Cherry Hill, New Jersey 08002-4112 ("Assignor"), is owner of the entire right, title and interest in and to the following (collectively, the "Trademark Rights"):

> U.S. Trademark Registration No. 2,101,623 for SANDWICH STACKERS (STYLIZED) dated September 30, 1997; and
>
> Any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof; and

WHEREAS, VF Brands, Inc., a Delaware corporation, at P.O. Box 626 Rte. 331 Millsboro, DE 19966 ("Assignee"), wishes to acquire the Trademark Rights.

NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 ($10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee any and all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

Dated: 3/10/99

By: _____
Norma Carter
Vice President

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