

10-15-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRO
~~10-15-99~~
5-13-99

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name SOCIETE DES PRODUITS NESTLE SA

Execution Date
Month Day Year
04 13 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization SWITZERLAND

Receiving Party

Mark if additional names of receiving parties attached

Name DEL MONTE CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) ONE MARKET PLAZA

Address (line 2) P.O. BOX 193575

Address (line 3) SAN FRANCISCO
City

CALIFORNIA
State/Country

94119-3575
Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization NEW YORK

10/15/1999 DC:RTES 00000238 106786

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: TIMOTHY S. ERNST

Address (line 1): DEL MONTE FOODS

Address (line 2): ONE MARKET

Address (line 3): P.O. BOX 193575

Address (line 4): SAN FRANCISCO, CALIFORNIA 94119-3575

Correspondent Name and Address

Area Code and Telephone Number: (415) 247-3567

Name: TIMOTHY S. ERNST

Address (line 1): DEL MONTE FOODS

Address (line 2): ONE MARKET

Address (line 3): P.O. BOX 193575

Address (line 4): SAN FRANCISCO, CALIFORNIA 94119-3575

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 1

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>186,786</u>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>793,710</u>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

Authorization to charge additional fees: N/A 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.

LINDA J NOWLIN

Name of Person Signing

Linda Nowlin

Signature

10/2/99

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made as of 13th April, 1999, between SOCIETE DES PRODUITS NESTLÉ SA ("Assignor") and DEL MONTE CORPORATION ("Assignee").

RECITALS

- A. Assignor is the registered owner of the trademark MADONNA (Stylized Letters)™ for canned fruits, vegetables and tomato paste in the United States pursuant to Registration No. 186,786 issued by the U.S. Patent and Trademark Office. Assignor may also have certain other rights in and to the marks MADONNA and MADONNA and design for canned food products, including canned tomatoes, canned tomato paste and canned tomato juice (collectively, the "Marks").
- B. Effective as of December 17, 1997, Assignee acquired the CONTADINA tomato products business from Assignor and its U.S. affiliate, Nestlé USA, Inc. The Marks have historically been used on second brand labels by the business acquired by Assignee. In light of such acquisition, Assignee is desirous of acquiring from Assignor all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.
- C. Assignor is willing to transfer to Assignee all right, title and interest in and to the Marks, along with all goodwill associated therewith, provided that such Assignment is made without representation or warranty of any kind.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment.** Assignor hereby grants, conveys, transfers, alienates, and assigns to Assignee all of Assignor's right, title and interest in and to the Marks together with Registration No. 186,786 and all associated goodwill. This assignment is made on an "AS IS" basis, and Assignor makes no representation or warranty of any kind with respect to the status, condition, use or validity of the Marks.
- 2. Further Instruments.** Assignor shall execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Marks as Assignee may reasonably request from time to time to facilitate registration of the Marks or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's rights to the Marks and all claims or rights thereunder.
- 3. Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee its rights in and to the Marks; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

IN WITNESS WHEREOF, the parties have entered into this Assignment effective as of the date first set forth above.

~~Société des Produits Nestlé S.A.~~

By: ~~Charles-André Huguenin~~

Its: ~~Vice President~~

Del Monte Corporation,

By: Timothy S. East

Its: Assistant Secretary