

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

02-02-2000



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

MRD 12-27-99

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

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- New
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Document ID #
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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

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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

02/02/2000 DNGUYEN 00000056 2164932

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01 FC:481  
02 FC:482

40.00 OP  
100.00 OP

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Enter for the first Receiving Party only.

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Address (line 1)

[Empty text box]

Address (line 2)

[Empty text box]

Address (line 3)

[Empty text box]

Address (line 4)

[Empty text box]

**Correspondent Name and Address**

Area Code and Telephone Number

(215) 979-1280

Name

Steve Rosenblatt, Esquire

Address (line 1)

Duane, Morris & Heckscher LLP

Address (line 2)

One Liberty Place

Address (line 3)

Philadelphia

Address (line 4)

Pennsylvania 19103-7396

**Pages**

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

#

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**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)

[Empty text boxes for Trademark Application Number(s)]

2164932 552683  
2030271 568160  
1970469

**Number of Properties**

Enter the total number of properties involved.

#

5

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

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:

#

04-1679

Any Deficiency

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.

Steve Rosenblatt

12/22/99

Name of Person Signing

Reg. No. 30,799

Signature

Date Signed

## TRADEMARK ASSIGNMENT

The undersigned, Robert Orr-Sysco Food Services Company, a Tennessee corporation with its principal place of business located in Nashville, Tennessee, and having a place of business at P.O. Box 305137, One Hermitage Plaza, Nashville, Tennessee 37230 (the "Assignor"), hereby transfers and assigns to Sysco Corporation, a Delaware corporation with its principal place of business located in Houston, Texas, and having a place of business at 1390 Enclave Parkway, Houston, Texas 77077-2099 (the "Assignee"), transfers and assigns from the Assignor to the Assignee, all right, title, and interest in and to the trademark registrations described below, along with the goodwill of the business associated therewith (the "Marks"):

<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
<b>HERMITAGE</b>	<b>2,164,932</b>	<b>June 16, 1998</b>
<b>HERMITAGE BURN-0</b>	<b>2,030,271</b>	<b>January 14, 1997</b>
<b>ORIGINAL 1859'ER BEANS</b>	<b>1,970,469</b>	<b>April 23, 1996</b>
<b>HERMITAGE</b>	<b>552,683</b>	<b>January 1, 1952</b>
<b>DESIGN ONLY (Andrew Jackson /Hermitage)</b>	<b>568,160</b>	<b>December 23, 1952</b>

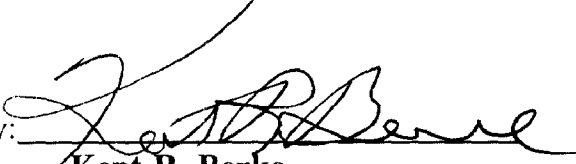
The Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Marks, the registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behoof of the Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment as of this \_\_\_\_\_ day of \_\_\_\_\_, 1999

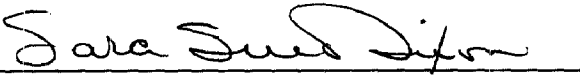
**ROBERT ORR-SYSCO FOOD SERVICES COMPANY**

By:   
Kent R. Berke

Title: Assistant Secretary

STATE OF TEXAS :  
COUNTY OF HARRIS : SS.

On this 14<sup>th</sup> day of December, 1999, there appeared before me Kent R. Berke, personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with full authority of Robert Orr-Sysco Food Services Company

  
Notary Public

