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02-24-2000



Docket No.:

131147

01-24-2000

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #26

Tab settings

To the Honor

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original documents or copy thereof.

1. Name of conveying party(ies):

Dean Foods Company

Handwritten: amended 1-24-00

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: AgriLink Foods, Inc.

Internal Address:

Street Address: 90 Linden Place

City: Rochester State: NY ZIP: 14625

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE
ATTACHED
LIST

Additional numbers

Yes No

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

Name: Neal L. Slifkin, Esq.

Internal Address:

Street Address: HARRIS BEACH & WILCOX, LLP.

130 East Main Street

City: Rochester State: NY ZIP: 14604

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 3.41):

\$ 5515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-0865

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U.S. PATENT & TRADEMARK OFFICE

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02 FC:482

(40.00 OP
475.00 OP)

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.

Neal L. Slifkin, Esq.

Name of Person Signing

Handwritten Signature

Signature

1/2/00

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
ASIAN ALMOND (STYLIZED)	1,773,775	25-May-93
BIRDS EYE	664,141	08-Jul-58
BIRDS EYE	1,980,895	18-Jun-96
BIRDS EYE - ITU	2,135,055	03-Feb-98
BIRDS EYE AND DESIGN	1,261,056	13-Dec-83
BIRDS EYE AND DESIGN	1,770,850	11-May-93
BIRDS EYE AND DESIGN	664,142	08-Jul-58
BIRDS EYE AND DESIGN	1,982,485	25-Jun-96
BIRDS EYE AND DESIGN	284,641	07-Jul-31
BIRDS EYE AND DESIGN	967,744	04-Sep-73
BIRDS EYE AND DESIGN	856,127	03-Sep-68
BIRDS EYE AND DESIGN - ITU	2,137,971	17-Feb-98
EASY RECIPE	1,874,021	17-Jan-95
F DESIGN	1,810,940	14-Dec-93
FRIO & DESIGN	1,812,290	21-Dec-93
LITTLE EARS	1,000,393	24-Dec-74
MICRO QWIK	1,438,084	28-Apr-87
ORIENTAL BASICS	2,032,498	21-Jan-97
SOUTHLAND	873,169	15-Jul-69
SOUTHLAND & DESIGN	873,170	15-Jul-69

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this ~~23~~ day of September, 1998, by and between Dean Foods Company, a Delaware corporation, with its principal office at 3600 North River Road, Franklin Park, Illinois 60131 ("Assignor"), and Agrilink Foods, Inc., a New York corporation, with its principal office at 90 Linden Place, Rochester, New York 14625 ("Assignee").

WHEREAS, pursuant to a certain Stock Purchase Agreement dated July 24, 1998, Assignor has agreed to assign to Assignee the entire right, title and interest in and to the United States trademark registrations identified and set forth on Exhibit A attached hereto (the "Marks"), together with the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment

