

RECOF
TR.

05-08-2000



101348913

MPD
4.20.00

W#

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

1. Name of conveying party(ies):

Panzani

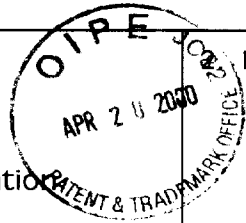
- Individual(s)
- General Partnership
- Limited Partnership
- Corporation - France

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

3. Nature of conveyance:

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

Execution Date: December 22, 1999



Name and address of receiving party(ies):

Name:
Amora Maille

Street Address:
48, quai Nicolas Rolin
21000 Dijon, France

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporation - France
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No(s).

75/264,656	75/613,400
75/539,791	75/748,442
75/539,792	75/748,443
75/548,762	75/748,444
75/548,763	75/756,564

B. Trademark Registration No(s).

Additional numbers attached? Yes No

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

YOUNG & THOMPSON
Second Floor
745 South 23rd Street
Arlington, VA 22202

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41).....\$ 265

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 25 - 0120

(Attach duplicate copy of this page if paying by 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.

Susan Trader
Name of Person Signing

Susan Trader
Signature

April 20, 2000
Date

05/08/2000 DWBUYEN 00000018 250120 75264656

Total number of pages including cover sheet: [13]

01 FC:481 40.00 CH
02 FC:482 225.00 CH

DEED OF ASSIGNMENT

THIS ASSIGNMENT is made the *22nd*..... day of *December*...19*55*...

Between

PANZANI a corporation organized under the laws of France, having its registered office 4, rue Boileau, 69000 Lyon, France (« the Assignor »), of the one part

And

AMORA MAILLE, a corporation organized under the laws of France, having its registered office 48, quai Nicolas Rolin, 21000 Dijon, France (« the Assignee »), of the other part.

WHEREAS the Assignor has applied in the United States for registration of the trade marks particulars of which are set forth in the Schedule hereunder (hereinafter referred to as the « Trade Mark Applications ») based on Assignor's intent to use in the United States in connection with the goods covered by said Applications and/or on the Assignor's corresponding foreign Applications/Registrations ;

WHEREAS the Assignee has acquired worldwide the business of the Assignor (as of *December 21, 1955*) in connection with which the Assignor has a bona fide intent to use the trade marks applied for in the United States, including the Trade Mark Applications and/or Registrations worldwide and in particular the foreign Applications/Registrations on which said Trade Mark Applications are based ;

WHEREAS the Assignor has agreed to assign the Trade Mark Applications to the Assignee for the consideration hereinafter mentioned.

NOW THIS DEED OF ASSIGNMENT WITNESSETH as follows :

1. In pursuance to the said agreement and for goods and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns unto the Assignee, ALL the benefit of the Trade Mark Applications to the intent that upon such trade mark or any of them being in order for registration, this assignment shall operate to vest the same or such of them as shall be accepted for registration in the Assignee TOGETHER with the goodwill of the business relating to the goods in respect of which such Trade Mark Applications shall lead to registration and TO HOLD the same unto the Assignee absolutely.
2. The Assignor covenants to execute all such documents, forms and authorisations and depose to or swear any declarations or oaths as may be required for absolutely vesting full right, title and interest to the Trade Marks the subject matter of the Trade Mark Applications in favour of the Assignee.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first above written.

4

ASSIGNOR

By : Mr. Antonio Fortunato
Title : Chief Financial Executive

ASSIGNEE

By : Mr. Thomas Derville
Title : Chief Executive Officer and President of the Board

ACKNOWLEDGEMENT

State of France

On this 22nd day of December 1999 before me personally came Antonio Fortunato of Panzani, to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

Notary Public

ATTESTATION
Je soussigné M^e Jacques MUSNIER, notaire
à Lyon 2^e, 44, place de la République,
certifie sincère et véritable la signature
apposée ci-contre

Etat de France

Ce 22 jour de Décembre 1999 a comparu par devant moi Antonio Fortunato de Panzani, que je connais et que je sais être la personne mentionnée dans le document ci-dessus et qui l'a signé et qui m'a confirmé avoir signé.



Notaire

THE SCHEDULE ABOVE REFERRED TO

AMORA	26.03.1997	75/264.656 (dépôt)
AMORA DECOUVERTE GOURMANDE (étiquette)	21/07/1999	75/756.564 (dépôt)
AMORA GOUTEZ LE MONDE (étiquette)	12/07/1999	75/748.442 (dépôt)
AMORA SAUCES DU SOLEIL (étiquette)	12/07/1999	75/748.444 (dépôt)
AMORA TOP MOUTARDE (flacon)	20/08/1998	75/539.792 (dépôt)
AMORA TOP SAUCE	04/09/1998	75/548.762 (dépôt)
AMORA TRADITION GOURMANDE (étiquette)	12/07/1999	75/748.443 (dépôt)
KETCHUP BRUT (étiquette)	04/09/1998	75/548.763 (dépôt)
MOUTARDE A CUISINER (étiquette couleur)	20/08/1998	75/539.791 (dépôt)
MOUTARDE GOURMANDE	27/08/1998	75/541.669 (dépôt)
MOUTARDE GOURMANDE (étiquette)	04/09/1998	75/548.764 (dépôt)
TOMATISSIMO	30/12/1998	75/613.400 (dépôt)