

05-16-2000



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

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

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5:1:00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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 Effective Date
Month Day Year
- Change of Name
- Other

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

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

05/15/2000 DMUYEN 00000384 121322 1890411

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 CH
300.00 CH

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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

TRADEMARK
REEL: 002073 FRAME: 0613

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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)

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<input type="text" value="1758602"/>	<input type="text" value="0909696"/>	<input type="text" value="1399713"/>
<input type="text" value="2031749"/>	<input type="text" value="1071905"/>	<input type="text" value="1745960"/>

Number of Properties Enter the total number of properties involved.

#

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:

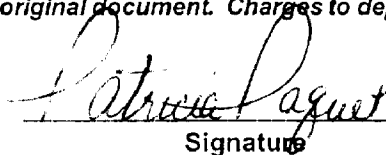
Yes No

Statement and Signature

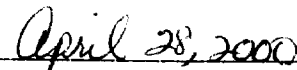
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Patricia Paquet

Name of Person Signing



Signature



Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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DBA/AKA/TA

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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SCHEDULE A

Federally Registered Marks

<u>MARK</u>	<u>APPLN/ REG. NO.</u>	<u>APPLN/REG. DATE</u>
206	1,890,411	04/18/95
CHEF'S COMPANION	1,758,602	03/16/93
CHEF'S COMPANION & DESIGN	2,031,749	01/21/97
EASY PREP & DESIGN	2,066,865	06/03/97
MENU-MAGIC	0,909,696	10/06/69
MENU-MAGIC	1,071,905	08/23/77
MENU-MAGIC	1,722,237	10/06/92
MENU-MAGIC & DESIGN	1,399,713	07/01/86
MENU-MAGIC & DESIGN	1,745,960	01/12/93
PUREE ENTRÉE	1,684,866	04/28/92
PUREE SHAPE & SERVE	2,010,539	10/22/96
THICKEN RIGHT	1,784,949	07/27/93
MAGIC CUP	1,857,326	10/04/94

State Trademark Registrations

<u>MARK</u>	<u>STATE</u>	<u>REG. NO.</u>	<u>DATE</u>
GOURMET LITE SEASONING	Indiana	5010-0419	11/15/90
MENU MAGIC	Indiana	5008-565	07/11/91

ASSIGNMENT AGREEMENT

BETWEEN

MENU MAGIC FOODS, INC.

AND

RAGUS HOLDINGS, INC.

KNOW ALL MEN BY THESE PRESENTS, that on this 14th day of April,

2000, Menu Magic Foods, Inc., an Indiana corporation and a wholly owned subsidiary of Diamond Crystal Specialty Foods, Inc. ("Diamond Crystal"), does hereby agree to the following for and in consideration for 250 shares of common stock of Ragus Holdings, Inc., a Delaware corporation (the "Assignee") paid to Diamond Crystal:

1. Assignment of Trademarks and Tradenames. The Assignor hereby absolutely, irrevocably, and unconditionally assigns, conveys, and transfers to the Assignee all of the Assignor's trademarks described in Schedule A attached hereto and made a part hereof.

2. Related Transactions. In connection with the transfers herein described, Holly Sugar Corporation, Savannah Foods Industrial, Inc., Savannah Foods & Industries, Inc., Michigan Sugar Company, Wholesome Foods, L.L.C. and Diamond Crystal Specialty Foods, Inc. (the "Related Assignors") have assigned or are assigning to the Assignee certain trademarks and trade names owned by each of them and, in exchange therefor, each is receiving 250 shares of common stock of the Assignee. Subsequent to the completion of the assignment herein described and such related assignments, the issuance of a total of 1,750 shares of common stock of the Assignee in exchange therefor, and further subsequent to the Assignee's completion of various studies establishing the values of such assigned trademarks and trade names, the

Assignee understands and acknowledges that the Assignor and the Related Assignors will adjust among themselves their holdings of the 1,500 shares of the Assignee's common stock to accurately reflect the relative values of their respective assignments.

3. Representations and Warranties of Assignor. The Assignor does hereby represent and warrant to and covenant with the Assignee as follows:

a. That the Assignee is duly organized and validly existing under and by virtue of the laws of the State of Indiana.

b. That the Assignor has full right and authority to enter into and perform its obligations under this Agreement.

c. That the trademarks and trade names have not been previously conveyed, sold, transferred or pledged by the Assignor.

4. Representations and Warranties of the Assignee. By executing the Acceptance hereto, the Assignee represents and warrants to and covenants with the Assignor as follows:

a. That the Assignee is duly organized and validly existing under and by virtue of the laws of the State of Delaware.

b. That the Assignee has full right and authority to enter into and perform its obligations under this Agreement.

5. Additional Documents. The Assignor agrees to execute any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of this Agreement to the fullest extent the Assignor may do so without violating or being in default under any applicable law or under any other agreement to which the Assignor is a party.

IN WITNESS WHEREOF, the Assignor has executed this Assignment to become

effective on this 14TH day of APRIL, 2000.

ASSIGNOR:

MENU MAGIC FOODS, INC.

By: W.F. Schwer
Name: W.F. Schwer
Title: SR. Vice PRESIDENT

ACCEPTANCE OF ASSIGNMENT

The undersigned, being the Assignee as set forth above, does hereby acknowledge and accept the foregoing Assignment as of APRIL 14, 2000.

RAGUS HOLDINGS, INC.

By: Roy Cordes, Jr.
Name: Roy Cordes, Jr.
Title: Vice-president & Secretary