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TR

06-22-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

05-25-2000



101386900

To the Honorable Commissioner of Patents :

d original documents or copy thereof.

1. Name of conveying party(ies):

Richardson Foods Corporation

NRD  
525.00

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

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

3. Nature of conveyance:

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

Execution Date: December 31, 1997

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

Name: Tri-Star Industries, Inc.

Internal Address: Suite 205

Street Address: 4440 West Lincoln Highway

City: Matteson State: IL ZIP: 60443

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

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

(Designations must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Exhibit A

Additional numbers attached?  Yes  No

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

Name: Lisa K. Liou

Internal Address: Katten Muchin Zavis

Suite 1600

Street Address: 525 West Monroe Street

City: Chicago State: IL ZIP: 60661

6. Total number of applications and registrations involved: .....

4

7. Total fee (37 CFR 3.41):..... \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/22/2000 DNGUYEN 00000040 1597690

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

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.

Deborah Wing  
Name of Person Signing

Deborah Wing  
Signature

5/25/00

Date

Total number of pages comprising cover sheet:

1

**EXHIBIT A**

**UNITED STATES TRADEMARK REGISTRATIONS**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
CHOC-O-CREAM	1597690	May 22, 1990
CHOC-O-RICH	1602627	June 19, 1990
OX-HEART	1232909	March 29, 1983
UNTOPPABLES	1354474	August 13, 1985

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT, dated as of December 31, 1997 (the "Assignment"), is made by Richardson Foods Corporation, a New York corporation ("Assignor") to Tri-Star Industries, Inc., an Illinois corporation ("Assignee").

WHEREAS; Assignor, The Quaker Oats Company and Assignee are parties to a certain Asset Purchase and Sale Agreement, dated as of September 26, 1997, as amended (the "Purchase Agreement");

WHEREAS, Assignor has agreed pursuant to the Purchase Agreement to sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Exhibit A to this Assignment (the "Trademarks"), and all extensions and renewals of the registrations thereof, and the goodwill associated with such Trademarks; and

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreement:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Trademarks (and all extensions and renewals of the registrations thereof) and the goodwill associated with the use of and symbolized by the Trademarks. Further, Assignor hereby assigns, transfers and sets over unto Assignee Assignor's rights, if any, to sue for and to collect damages, profits and other relief for any past infringement of the Trademarks.

ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE TRADEMARKS.

2. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademarks in Assignee and/or to carry out the intent of this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

RICHARDSON FOODS CORPORATION

By: *Joseph W. Neer*

Title: *Vice President*

(SEAL)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On December 31, 1997, before me Rosemary DiBlasi, a Notary Public, personally appeared Joseph W. Bean, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he (she) executed the same in his (her) authorized capacity, and that by his (her) signature on the instrument the person or the entity upon behalf of which he (she) acted, executed this instrument.

WITNESS my hand and official seal

Rosemary DiBlasi  
Notary Public

