

09-12-2000



Handwritten initials and numbers: M.P., G.B., W.

TRADEMARK

101454054
DECLARATION COVER SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

| | |
|--|--|
| <p>1. Name of conveying party(ies):</p> <p>Geneva Ingredients c/o Brookside International Incorporated 80 Field Point Road, Third Floor Greenwich, Connecticut 06830</p> <p>A Delaware Corporation</p> <p>Additional names(s) of conveying party(ies) attached? No</p> | <p>2. Name and Address of receiving party(ies):</p> <p>G Foods Acquisition LLC 751 Rahway Avenue Union, New Jersey 07083-6633</p> <p>a Delaware Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: No</p> |
| <p>3. Nature of conveyance:</p> <p>Assignment</p> <p>Execution Date: April 22, 1999</p> | <p>(must be a separate document from Assignment)</p> <p>Name(s) & address(es) attached? No</p> |
| <p>4. A. Trademark Application No.(s)</p> <p>B. Trademark Registration No.(s)</p> <p>See Attached Schedule A</p> <p>Additional numbers attached? Yes</p> | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>PATTERSON, BELKNAP, WEBB & TYLER LLC 1133 Avenue of the Americas New York, New York 10036-6710 Attn.: IP Docketing</p> | <p>6. Total number of documents involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$140.00</p> <p>Enclosed as part of Check No. 152524</p> <p>In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 16-0633.</p> |
| <p>DO NOT USE THIS SPACE</p> | |
| <p>8. 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.</p> <p>Stephanie B. Glaser Name of Person Signing</p> <p><i>Stephanie B. Glaser</i> Signature</p> <p>May 24, 2000 Date</p> <p>Total number of pages including cover sheet, attachments, and document: 6</p> | |

06-05-2000
U.S. Patent & TMOrc/TM Mail Rcpt Dt. #54

09/11/2000 NTHAI1 00000119 1951559
01 FC:481 40.00 OP
02 FC:482 100.00 OP
496079.1

D

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is dated and effective as of April 22, 1999, by and between Geneva Ingredients, Inc., a Delaware corporation (the "Assignor"), and G Foods Acquisition LLC, a Delaware limited liability company (the "Assignee").

Reference is made to that certain Asset Purchase and Option Agreement, by and among the Assignor, Gillette Food Flavorings, Inc., a New Jersey corporation ("GFF"), and Gillette Foods, Inc., a New Jersey corporation ("GFI" and will GFF, collectively "Gillette") (the "Purchase Agreement"). Terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

In consideration of the receipt by the Assignor of the Assignee's agreement to assume the Assets hereunder, and other good and valuable consideration, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns, transfers, conveys, sets over and delivers unto the Assignee, all of the Assets acquired by the Assignor from Gillette pursuant to the transaction effectuated under the Purchase Agreement, including but not limited to the U.S. Trademark Registrations set forth on attached Schedule A and the goodwill of the business connected with and symbolized by those marks. The Assignor agrees that it will remain solely liable with respect to its obligations set forth in the Purchase Agreement including its obligations to make the payments to Gillette and its affiliates as set forth in Section 1 of the Purchase Agreement.

2. Reliance. The Assignor and the Assignee hereby represent that the Assignee is a wholly owned affiliate of the Assignor and agree that third parties may rely on this Agreement to convey, assign and transfer any and all of the Assets held by the Assignor pursuant to the Purchase Agreement directly to the Assignee as of the date hereof.

3. Execution and Delivery. The Assignor and the Assignee each agree to perform, execute and deliver, or cause to be performed, executed and delivered, all such further acts, documents and assurances as may be reasonably necessary to consummate and give effect to the transactions contemplated herein.



06-05-2000

U.S. Patent & TMOfr/TM Mail Ropt Dt. #54

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

GENEVA INGREDIENTS, INC.

By:  _____

Name: Geoffrey D. Spillane

Title: Assistant Secretary

ASSIGNEE:

G FOODS ACQUISITION LLC

By: GENEVA INGREDIENTS, INC., its sole member

By:  _____

Name: Geoffrey D. Spillane

Title: Assistant Secretary

390493.3

SCHEDULE A

| <u>MARK</u> | <u>U.S. REG. NO.</u> |
|--------------|----------------------|
| GFF & DESIGN | 1,951,559 |
| GFF & DESIGN | 1,951,560 |
| GF & DESIGN | 1,883,719 |
| GF & DESIGN | 1,884,066 |
| RYBO | 1,840,753 |

390493.4