

12-04-2000



101534766

Commissioner of Patents and Trademarks: Please record documents or copy thereof

1. Name of conveying party(ies):

Harvest States Cooperatives

MHP
5-3-00

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

Wilsey-Holsum Foods, L.L.C.
14840 E. Don Julian Road
City of Industry, CA 91746

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

- Individual(s) citizenship:
 - Association:
 - General Partnership:
 - Limited Partnership:
 - Corporation - State:
 - Other: Limited Liability Company Delaware
- 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

3. Nature of conveyance:

- Assignment
 - Security Agreement
 - Change of Name
 - Other: Correction of Assignment
- See Attached Exhibit "A"
- Merger

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

A. Trademark Application No. (s)

See Attached Exhibit "A"

Additional numbers attached?

B. Trademark Registration No. (s)

Yes No

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

D. Randall King
Merchant & Gould, Professional Corporation
3100 Norwest Center
90 South 7th Street
Minneapolis, Minnesota 55402

6. Total number of applications and registrations involved: one (1)

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed

Authorized to be charged to deposit account for the above amount and any additional fees necessary.

8. Deposit Account Number:
(Attach duplicate copy of this page if using 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.

D. Randall King
Name

Signature

Date

4/17/00

Total number of pages comprising cover sheet 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records, Assignment Division
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 002155 FRAME: 0607

EXHIBIT "A"

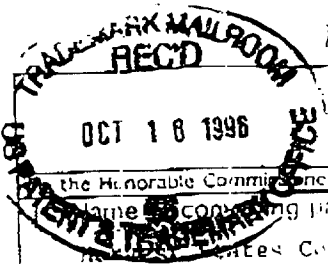
Request for Correction of Assignment recorded on October 16, 1996, Reel No. 1515 Frame No. 0625/0644:

From the incorrectly identified Application No. 75/017,688 on Schedule A page 8 to the correct Application No. 75/0176,677 for CHURN SPREAD & DESIGN.

Please remove the assignment from Harvest States Cooperative to Wilsey-Holsum Foods, L.L.C. from the chain of title for Application No. 75/017,688 for PHONEGUIDE.

21

10-25-1996



RECOR TR/



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

documents or copy thereof.

10-16-96 WPA

the Honorable Commissioner of Patents and Trademarks

Name of conveying party(ies):

Wilsey-Holsum Foods Cooperatives

- Individual
- General Partnership
- Corporation State
- 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: August 30, 1996

Name and address of receiving party(ies):

Name: Wilsey-Holsum Foods, L.L.C.

Internal Address:

Street Address: 14840 E. Don Julian Road

City: City of Industry State CA ZIP: 91746

Individual(s) citizenship

- Association
- General Partnership
- Limited Partnership
- Corporation State
- Other Limited Liability Company Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached

(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)

SEE ATTACHED LISTS

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Farhad Bahar

Internal Address:

Pillsbury Madison & Sutro LLP

Street Address: 715 S. Figueroa Street, Suite 1200

City Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 75

7. Total fee (37 CFR 3.41): \$ 1,990.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

16-1805

(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.

Farhad Bahar
Name of Person Signing

Signature

Date

10/27/96

Total number of pages comprising cover sheet and documents to be recorded: 21

SCHEDULE A
U.S. TRADEMARKS

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
ALBERTS (Stylized) 1,745,928	01/12/93
BEST O' CORN 1,536,553	04/25/89
BEST O' VEG 1,536,502	04/25/89
BEST O' VEG 1,913,552	08/22/95
BREAKTHROUGH 1,511,944	11/08/88
BREAKTHROUGH 1,662,612	10/29/91
BREAKTHROUGH 1,905,775	07/18/95
CHEF SUPREME 889,801	04/21/70
CHURN SPREAD & Design, 1,461,153	10/13/87
CLASSIC CUP 1,543,751	06/13/89
CLASSICAL STYLE 1,579,253	01/23/90

TRADEMARK
REEL: 1515 FRAME: 0626

TRADEMARK
REEL: 002155 FRAME: 0610

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
DELMAR 1,027,463	12/16/75
DELMAR 765,604	02/25/64
DELMAR 1,740,027	12/15/92
DELMAR 1,721,371	11/10/92
FARBEST 618,860	12/13/49
FARBEST (lard) 1,608,392	07/31/90
GOLDA'S (Stylized) 1,745,935	01/12/93
GOLDEN CHIP 722,895	10/17/61
GOLDEN MAID 762,837	01/07/64
GOLDEN MAID 766,840	03/17/64
GOLDEN MAID & Design 1,073,708	09/20/77

TRADEMARK
REEL: 1515 FRAME: 0627

TRADEMARK
REEL: 002155 FRAME: 0611

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
GOLDEN SPRED 1,080,528	12/27/77
GOLD-N-SOFT 1,017,514	06/05/75
GOURMAY 889,439	04/14/70
GREGGS and Design 1,563,538	10/31/89
GREGG'S 1,646,940	06/04/91
HIDEL 565,271	10/14/52
HIGHLIFE 609,216	07/19/55
HOLSUM & DESIGN 1,131,698	02/11/80
HOLSUM (Stylized) 1,735,063	11/24/92
KITCHEN KANISTER 1,553,896	08/29/89
L.B. Jamison's & 1,954,217	02/06/96
MAR-PARV(PACK) 604,368	04/05/55

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
MAR-PARV (Name) 1,953,348	01/30/96.
MIAMI BRAND 1,283,525	06/26/84
MIAMI'S NO. 1 1,720,494	09/29/92
WICLO 126,315	08/19/19
NU-MAID & Design Wrapper, 1,106,754	11/21/76
NU-MAID & Design 1,106,755	11/21/78
NU-MAID & Design 1,053,009	11/16/76
NU-MAID TABLE GRADE 1,053,011	11/16/76
NU-SAFF 756,190	09/03/63
OLD DUTCH 1,807,769	11/30/93
OLIVE GROVE 1,605,793	07/10/90

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
FBI & Design 1,357,035	08/27/85
POPPIN' TOPPIN' 1,390,988	04/22/86
RICH N'EGG 811,418	07/19/66
ROYAL SCOT 760,414	11/19/63
ROYAL SCOT & Design 866,923	02/19/69
ROYAL SCOT 670,705	12/02/58
ROYAL SCOT Wrapper 680,585	06/16/59
SAFFOLA 664,151	07/08/58
SAFFOLA 1,435,859	04/07/87
SAFFOLA 1,015,902	07/15/75
SAFFOLA & Design 766,815	02/17/64

TRADEMARK
REEL: 1515 FRAME: 0630

TRADEMARK
REEL: 002155 FRAME: 0614

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
SAFFOLA & Design 1,477,916	02/23/88
SAFFLONALISE 766,009	03/05/64
SALAD CLASSICS 1,779,069	06/29/93
SATIN GOLD 818,375	11/08/66
SATIN GOLD 1,685,482	05/05/92
SUNNYBROOK 1,802,340	11/09/93
SWEET ROSE 1,184,013	12/29/81
TABLE KING 574,699	05/19/53
TABLE KING & Design 678,595	05/12/59
TABLE MAID 882,196	12/09/69
TABLE MAID 1,214,231	10/26/82
TABLE MAID 1,209,909	09/21/82

TRADEMARK
REEL: 1515 FRAME: 0631

TRADEMARK
REEL: 002155 FRAME: 0615

NAME AND
REGISTRATION #

DATE OF
REGISTRATION

ULTRA-FRY
1,618,921

10/23/90

VALERIE
561,788

01/22/52

YOU'LL ♡ SAFFOLA
1,833,952

05/03/94

YOU'LL ♡ SAFFOLA
1,903,681

07/04/95

♡ (Heart Design)
1,770,000

02/09/88

1867 SWEET &
SMOKEY
1,540,743

05/23/89

Registered Trademark

- 2 -

TRADEMARK
REEL: 1515 FRAME: 0632

TRADEMARK
REEL: 002155 FRAME: 0616

PENDING TRADEMARK REGISTRATIONS

CHURN SPREAD &
Design
Serial No. 75/017,684

TRADEMARK
REFL: 1515 FRAME: 0633

TRADEMARK
REEL: 002155 FRAME: 0617

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated August 30, 1996 (the "Assignment"), is made by Harvest States Cooperatives, a Minnesota corporation ("Assignor"), for the benefit of Wilsey-Holsum Foods, LLC, a Delaware Limited Liability Company ("Assignee").

WHEREAS, Assignor and Wilsey Foods, Inc. ("Wilsey") are parties to a certain Joint Venture Agreement, dated August 30, 1996, (the "JV Agreement") which provides for, among other things, the transfer of substantially all of the assets and liabilities of Wilsey, and substantially all of the assets and certain liabilities of the Holsum Foods division of Assignor, (the "Business"), to Assignee;

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

WHEREAS, pursuant to the terms of the JV Agreement Assignor is selling, assigning and transferring to Assignee all fictitious business names, brand names, brand name applications, trade names, trade name applications and registrations, Federal, foreign, state and common law trademarks, trademark applications and registrations that relate solely to the Business (collectively, the "Trademarks");

WHEREAS, Assignor is the owner of the Trademarks listed on Schedule A to this Assignment; and

WHEREAS, Assignor hereby desires to sell, assign and transfer to Assignee all of its right, title, and interest in and to the Trademarks and the goodwill of the Business connected with the use of and symbolized by the Trademarks.

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 agreements:

1. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, and sets over unto Assignee Assignor's entire right, title and interest in, to and under each of the Trademarks, including without limitation, all registrations and pending applications for registrations covering the Trademarks filed on behalf of Assignor, all label designs embodying the Trademarks and the goodwill of the Business connected with the use of and symbolized by the Trademarks. Further, Assignor hereby assigns, transfers and sets over unto Assignee any and all products and proceeds of the foregoing, including, without limitation, any and all income, royalties, damages and payments payable after the Closing Date with respect thereto, including without limitation, all of Assignor's rights to sue for and collect damages and other relief for any past

TRADEMARK

REEL: 1515 TRADEMARK

REEL: 002155 FRAME: 0618

infringement of the Trademarks (collectively, the "Trademark Rights").

2. Additional Documents. Assignor shall execute and deliver any and all additional documents that may be necessary to perfect and record Assignee's ownership interest in the Trademarks.
3. Costs and Expenses. Assignor and Assignee agree that all costs and recording fees involved in recording this Assignment and any additional documents executed by Assignor and/or Assignee in furtherance of this Assignment shall be borne by Assignee.
4. Governing Law. This Assignment shall be governed by and interpreted in accordance with the internal laws of the State of Delaware.
5. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. JV Agreement. Nothing in this Assignment shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Assignor or Wilsey contained in the JV Agreement; and this Assignment is made and accepted subject to all of the terms, conditions, representations and warranties set forth in the JV Agreement, all of which shall survive execution and delivery of this Assignment to the extent set forth in the JV Agreement.

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

HARVEST STATES COOPERATIVES

By: Jamie A. Tabb
Its Senior Vice President

By: Jeanne Burmeister
Its Assistant Secretary

STATE OF MINNESOTA)

) ss.

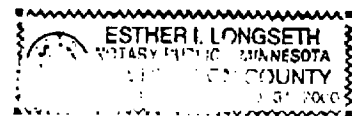
COUNTY OF RAMSEY)

On August 30, 1996, before me Esther I. Longseth, a Notary Public in and for the State of Minnesota, personally appeared James D. Tibbetts and Joanne Burmeister, to me personally known, who, being by me each duly sworn, did say that they are respectively the Senior Vice President and Assistant Secretary of Harvest States Cooperatives, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors and said James D. Tibbetts and Joanne Burmeister acknowledged the said instrument to be the free act and deed of said corporation.

Esther I. Longseth

Notary Public

My commission expires on January 31, 2000.



TradeAssn

SCHEDULE A
U.S. TRADEMARKS

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>	<u>3 & 15 DECLARATIONS DUE</u>	<u>PROMPTED</u>	<u>EXPIRATION DATE</u>	<u>PROMPTED</u>
ALBERTS (Stylized) 1,745,928	01/12/93	Between 01/12/98 & 01/12/99	01/12/98	01/12/2003	07/12/2002
BEST O' CORN 1,536,553	04/25/89	Between 04/25/94 & 04/25/95	04/25/94	04/25/2009	12/23/2008
BEST O' VEG 1,536,562	04/25/89	Between 04/25/94 & 04/25/95	04/25/94	04/25/2009	12/23/2008
BEST O' VEG 1,913,552	08/22/95	Between 08/22/2000 & 08/22/ 2001	08/22/2000	08/22/2005	02/22/2005
BREAKTHROUGH 1,511,944	11/08/88	Between 11/08/93 & 11/08/94	11/08/93	11/08/2008	05/08/2008
BREAKTHROUGH 1,662,612	10/29/91	Between 10/29/96 & 10/29/97	10/29/96	10/29/2001	04/29/2001
BREAKTHROUGH 1,905,775	07/18/95	Between 07/18/2000 & 07/18/2001	07/18/2000	07/18/2005	01/18/2005
CHEF SUPREME 1,890,801	04/21/70	N/A	N/A	04/21/2000	11/21/1999
CHURN SPREAD & Design, 1,461,153	10/13/87	N/A	N/A	10/13/2007	04/13/2007
CLASSIC CUP 1,541,751	06/13/89	N/A	N/A	06/13/2009	12/13/2008
CLASSICAL STYLE 1,579,253	01/23/90	N/A	N/A	01/23/2000	07/27/1999

TRADEMARK

REEL: 002155 FRAME: 0621

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>	<u>8 & 15 DECLARATIONS DUE</u>	<u>PROMPTED</u>	<u>EXPIRATION DATE</u>	<u>PROMPTED</u>
DELMAID 1,027,463	12/16/75	N/A	N/A	12/16/95 Renewal in Process	
DELMAR 765,604	02/25/64	N/A	N/A	02/25/2004	08/25/2003
DELMAR 517,047	11/01/49	N/A	N/A	11/01/2002 (?) 11/01/2009 (?)	05/01/2002
DELMAR 1,740,027	12/15/92	Between 12/15/97 & 12/15/98	12/15/97	12/15/2002	06/15/2002
DELMAR 1,731,374	11/10/92	Between 11/10/97 & 11/10/98	11/10/97	11/10/2002	05/10/2002
FARBEST 518,860	12/13/49	N/A	N/A	12/13/99	06/13/99
FARBEST (Iard) 1,608,192	07/31/90	Between 07/31/95 & 07/31/96 Filing of 8 & 15 in Process	07/31/95	07/31/2000	01/31/2000
GOLDA'S (Stylized) 1,745,935	01/12/93	Between 01/12/98 & 01/12/99	01/12/98	01/12/2003	07/12/2002
GOLDEN CHIP 1,721,895	10/17/61	N/A	N/A	10/17/2001	04/17/2001
GOLDEN MAID 1,624,837	01/07/64	N/A	N/A	01/07/2004	07/07/2003
GOLDEN MAID 1,566,840	03/17/64	N/A	N/A	03/17/2004	10/17/2003
GOLDEN MAID & Design 1,073,708	09/20/77	N/A	N/A	09/20/97	03/20/97

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>	<u>8 & 15 DECLARATIONS DUE</u>	<u>PROMPTED</u>	<u>EXPIRATION DATE</u>	<u>PROMPTED</u>
GOLDEN SPRED 1,080,528	12/27/77	N/A	N/A	12/27/97	06/27/97
GOLD-N-SOFT 1,017,514	08/05/75	N/A	N/A	08/05/95 Renewal in Process	
GOURMAY 889,439	04/14/70	N/A	N/A	04/14/2000	11/14/1999
GREGGS and Design 1,563,538	10/31/89	Between 10/31/94 & 10/31/95 Filing of 8 & 15 in Process	N/A	10/31/99	04/30/99
GREGG'S 1,646,940	06/04/91	Between 06/04/96 & 06/04/97	06/04/96	06/04/2001	01/04/2001
HIDEL 565,271	10/14/52	N/A	N/A	10/14/2002	04/14/2002
HIGHLIFE 609,216	07/19/55	N/A	N/A	07/19/2005	02/19/2005
HOLSUM & DESIGN 1,131,898	03/11/80	Filed	N/A	03/11/2000	01/01/2000
HOLSUM (Stylized) 1,735,063	11/24/92	Between 11/24/97 & 11/24/98	11/24/97	11/24/2002	05/24/2002
KIRCHEN KANISTER 1,563,896	08/29/89	N/A	N/A	08/29/2009	02/29/2009
M.F. Jamison's & 1,964,217	02/06/96	Between 02/06/2001 & 02/06/2002	02/06/2001	02/06/2006	09/06/2005
PAR-PARV (PACK) 604,368	04/05/55	N/A	N/A	04/05/2005	11/05/2004

TRADEMARK

REEL: 002155 FRAME: 0623

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>	<u>8 & 15 DECLARATIONS DUE</u>	<u>PROMPTED</u>	<u>EXPIRATION DATE</u>	<u>PROMPTED</u>
MAR-PARV (Name) 1,953,348	01/30/96	Between 01/30/2001 & 01/30/2002	01/30/2001	01/30/2006	08/30/2005
MIAMI BRAND 1,283,525	06/26/84	N/A	N/A	06/26/2004	12/26/2003
MIAMI'S NO. 1 1,282,694	06/19/84	N/A	N/A	06/19/2004	12/19/2003
MIAMI'S NO. 1 1,720,494	09/29/92	Between 09/29/97 & 09/29/98	09/29/97	09/29/2002	02/28/2002
MIOLO 126,315	08/19/19	N/A	N/A	08/19/99	02/19/99
MU-MAID S Design Wrapper, 1,106,754	11/21/78	N/A	N/A	11/21/98	05/21/98
MU-MAID & Design 1,106,755	11/21/78	N/A	N/A	11/21/98	05/21/98
MU-MAID & Design 1,053,009	11/16/76	N/A	N/A	11/16/96	05/16/96
MUEMAID TABLE GRADE 1,053,011	11/16/76	N/A	N/A	11/16/96	05/16/96
MUSAFF 1,551,190	09/03/63	N/A	N/A	09/03/2003	03/03/2003
MU-MAID 1,007,769	11/30/93	Between 11/30/98 & 11/30/99	11/30/98	11/30/2008	05/30/2008
MU-MAID 1,605,793	07/10/90	N/A	N/A	07/10/2000	01/10/2000

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>	<u>8 & 15 DECLARATIONS DUE</u>	<u>PROMPTED</u>	<u>EXPIRATION DATE</u>	<u>PROMPTED</u>
PBI & Design 1,357,035	08/27/85	N/A	N/A	08/27/2005	02/27/2005
POPPIN' TOPPIN' 1,390,988	04/22/86	N/A	N/A	04/22/2006	10/01/2005
RICH N'EGG 311,418	07/19/66	N/A	N/A	07/19/2006	01/19/2006
ROYAL SCOT 760,414	11/19/63	N/A	N/A	11/19/2003	05/19/2002
ROYAL SCOT & Design 784,096	01/26/65	N/A	N/A	01/26/2005	07/26/2004
ROYAL SCOT & Design 306,923	03/18/69	N/A	N/A	03/18/2009	10/18/2008
ROYAL SCOT 470,705	12/02/58	N/A	N/A	12/02/98	06/02/98
ROYAL SCOT Wrapper 280,585	06/16/59	N/A	N/A	06/15/99	12/16/98
SAFFOLA 664,151	07/08/58	N/A	N/A	07/08/98	01/08/98
SAFFOLA 1,435,859	04/07/87	N/A	N/A	04/07/2007	11/07/2006
SAFFOLA 1,015,902	07/15/75	N/A	N/A	07/15/2005	01/15/2005
SAFFOLA & Design 766,815	03/17/64	N/A	N/A	03/17/2004	10/17/2003

TRADEMARK

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>	<u>R & 15 DECLARATIONS DUE</u>	<u>PROMPTED</u>	<u>EXPIRATION DATE</u>	<u>PROMPTED</u>
SAFFOLA & Design 1,477,916	02/23/88	N/A	N/A	02/23/2008	09/23/2007
SAFFLONAISE 766,009	03/03/64	N/A	N/A	03/03/2004	10/02/2003
SALAD CLASSICS 1,779,069	06/29/93	Between 06/29/98 & 06/29/99	06/29/98	06/26/2003	12/29/2002
SATIN GOLD 818,375	11/08/66	N/A	N/A	11/08/2006	05/08/2006
SATIN GOLD 1,685,482	05/05/92	Between 05/05/97 & 05/05/98	05/05/97	05/05/2002	12/05/2001
SUNNYBROOK 1,803,340	11/09/93	Between 11/09/98 & 11/09/99	11/09/98	11/09/2002	05/11/2003
SWEET ROSE 1,184,013	12/29/81	N/A	N/A	12/29/2001	06/29/2001
TABLE KING 574,699	05/19/53	N/A	N/A	05/19/2003	12/19/2002
TABLE KING & Design 678,595	05/12/59	N/A	N/A	05/12/99	12/12/98
TABLE MAID 682,196	12/09/69	N/A	N/A	12/09/99	06/09/99
TABLE MAID 1,214,231	10/26/82	N/A	N/A	10/26/2002	04/26/2002
TABLE MAID 1,209,909	09/21/82	N/A	N/A	09/21/2002	03/21/2002

TRADEMARK

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>	<u>§ 8 & 15 DECLARATIONS DUE</u>	<u>PROMPTED</u>	<u>EXPIRATION DATE</u>	<u>PROMPTED</u>
ULTRA-FRY 1,618,921	10/23/90	Between 10/23/95 & 10/23/96 Filing of 8 & 15 in Process	10/23/95	10/23/2000	04/23/2000
VALERIE 561,788	07/22/52	N/A	N/A	07/22/2002	01/22/2002
YOU'LL ♥ SAFFOLA 1,833,952	05/03/94	Between 05/03/99 & 05/03/2000	05/03/99	05/03/2004	11/03/2003
YOU'LL ♥ SAFFOLA 1,903,681	07/04/95	Between 07/04/2000 & 07/04/2001	07/04/2000	07/04/2005	01/04/2005
♥ (Heart Design) 1,476,109	02/09/88	N/A	N/A	02/09/2008	09/09/2006
1967 SWEET S SMOKEY 1,540,743	05/23/89	N/A	N/A	05/23/2009	12/23/2008

REGISTRATION

TRADEMARK

REEL: 1515 FRAME: 0643

TRADEMARK
REEL: 002155 FRAME: 0627

PENDING TRADEMARK REGISTRATIONS

CHURN SPREAD &
Design
Serial No. 75/017,688

CHURN SPREAD &
Design
Serial No. 75/017,684

75/017,677
should be

- 8 -

TRADEMARK
REEL: 1515 FRAME: 0644

TRADEMARK
REEL: 002155 FRAME: 0628

COMMON LAW/UNREGISTERED TRADEMARKS

GOODS

Margarine

Shortening

Margarine

NAME

CANNOLA

SUPREME

BUTTERCUP

RECORDED: 05/03/2000

TRADEMARK

REEL: 1515 FRAME: 0645

** TOTAL PAGE.26 **

RECORDED: 05/03/2000

TRADEMARK
REEL: 002155 FRAME: 0629