

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): Morningstar Foods, Inc.

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

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

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

Name: Rich Products Corporation
Street Address: 1150 Niagara Street
Buffalo, New York 14213

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

3. Nature of conveyance:

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

Execution Date: September 8, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,798,034

Additional numbers attached? Yes No

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

Name: Anne F. Downey
Internal Address: Downey & Downey
Street Address: 8999 Rockwood Road
City: Boston State: NY ZIP: 14025

6. Total number of applications and registrations involved 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
501511

(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.

Anne F. Downey, Esq. Anne J Downey
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

OMB No.: 0651-0011

TRADEMARK

ASSIGNMENT OF TRADEMARKS AND TECHNOLOGY

This Assignment of Trademarks and Technology (the "Assignment"), made by Morningstar Foods, Inc., a Delaware corporation, with its principal place of business at 5956 Sherry Lane, Suite 1500, Dallas, Texas 75225-6522 ("Assignor"), and Rich Products Manufacturing Corporation, a Delaware corporation, with its principal address at 1150 Niagara Street, Buffalo, New York 14213 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Transfer Agreement dated as of July 2, 1998 (the "Asset Transfer Agreement"), as amended, providing for the transfer of substantially all of the tangible assets owned by Assignor in relation to the Jon Donaire Business (as such term is defined in the Asset Transfer Agreement); and

WHEREAS, Assignor and Assignee wish to enter into this Assignment so that Assignee may acquire all of Assignor's right, title and interest in and to the trademarks and associated goodwill (the "Trademarks") and technology (the "Technology") set forth on the attached Schedule A;

NOW THEREFORE, in consideration of the execution of this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer and convey to Assignee all right, title and interest of Assignor in and to the Trademarks and Technology, free and clear of all liabilities, liens, encumbrances, claims and other restrictions; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignee does hereby agree to pay to Assignor the sum of \$50,000, upon execution of this Assignment, for the Trademarks and Technology outlined in the above Section 1.

3. Assignor hereby agrees that Assignor shall from time to time, execute all such instruments and take all such other actions as Assignee shall reasonably request in connection with effectuating the intent and purposes of, and all transactions and things contemplated by, this Assignment, including, any and all actions which may reasonably be necessary or desirable to complete this Assignment.

4. Assignor represents and warrants that the Trademarks and Technology outlined in the attached Schedule A are not subject to any outstanding licenses, liens, encumbrances, claims or other restrictions or rights of others and there are no pending or threatened challenges to use of such Trademarks and Technology. Assignor also represents and warrants that it has the right to grant this Assignment and that to Assignor's knowledge, use of the Trademarks and the Technology does not infringe upon or constitute any unlawful invasion of any rights of any person and no notice of any such infringement or invasion has been received by Assignor.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed effective as of this 8th day of September, 1998.

MORNINGSTAR FOODS, INC.

By: [Signature]

Name: Richard S. Clark

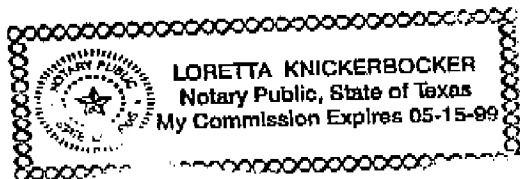
Title: President

STATE OF TEXAS)

COUNTY OF DALLAS)

On this 8th day of September, 1998, before me personally came Richard S. Clark, to me known, who being by me duly sworn, did depose and say that he resides at 5024 Charles Pl., Plano, TX; that he is the President of Morningstar Foods, Inc., the corporation described in and which executed the above Assignment; and that s/he signed his/her name thereto by order of the Board of Directors of such corporation.

[Signature]
Notary Public



Schedule A

Jon Donaire Trademarks:

- JON DONAIRE - U.S. Registration No. 1150576
- JON DONAIRE - Canada Registration No. 414,032
- JON DONAIRE - Hong Kong Registration No. 01493/1994
- JON DONAIRE - Japan Registration No. 2646163
- JON DONAIRE - Korea Registration No. 262954
- JON DONAIRE - Mexico Registration No. 419907
- JON DONAIRE - Singapore Registration No. 1927/92
- JON DONAIRE - Taiwan Registration No. 572854
- JON DONAIRE - U.S. Registration No. 1795172
- Design Only - U.S. Registration No. 1798034 (see attachment for design.)
- JON DONAIRE & Des. - U.S. Registration No. 1441367 (see attachment for design)
- JON DONAIRE & Des. - U.S. Registration No. 1841972 (see attachment for design)
- MOUSSIE - U.S. Registration No. 1876805

Technology:

Assignor's confidential information, if any, relating to any proprietary process of Assignor for making the cheesecakes, mousse cakes, ice cream cakes and other dessert products identified by the trademarks listed on this Schedule A (the "Products"), including, without limitation, technical, manufacturing, and processing information, compositions, processes, engineering, apparatus, formulations, timings, know-how, techniques, procedures, inventions, and developments, which have been disclosed by Assignor to Assignee in connection with this Assignment. Technology shall not include any such technical, manufacturing, and processing information, compositions, processes, engineering, apparatus, formulations, timings, know-how, techniques, procedures, inventions, and developments that exist as of the date hereof and that are used by Assignor in the manufacture of products other than the Products.