

FORM PTO-1594

(Rev. 10-96)

F

OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE

FEET

Patent and Trademark Office

01-05-2001



101572403

To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof.

1. Name of conveying party(ies):

Name of receiving party(ies):

Societe de la Fromagerie Boursin

Name: Bongrain S.A.

Internal Address: _____

Street Address: 42, rue Rieussec, 78220 Viroflay, France

City _____ State _____ ZIP _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Société Anonyme

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

(Designation must be a separate document from Assignment)

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

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other Société par Actions Simplifiée

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: June 30, 2000

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1,020,799

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: 1

Name: ROBERT V. VICKERS

Internal Address: _____

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

Enclosed

You are authorized to charge our deposit account for any additional fee required.

Street Address: VICKERS, DANIELS & YOUNG
50 PUBLIC SQUARE, SUITE 2000
CLEVELAND, OHIO 44113-2235

8. Deposit account number: 22-0347

A duplicate copy of this form is attached

01/04/2001 MTHAI1 00000177 1020799
01 FC:481 40.00 DP

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.

ROBERT V. VICKERS

[Signature]

12/14/2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 14

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

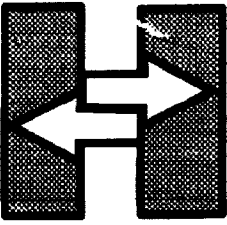
Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002206 FRAME: 0507



H-I TRANSLATION SERVICE LTD.

Akron Cleveland Milwaukee Pittsburgh

December 11, 2000

To Whom It May Concern:

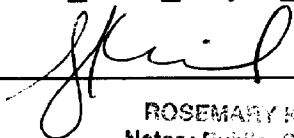
This is to certify that the attached document, embossed by H-I Translation Service Ltd., has been translated by a French translator who is fluent in both French and English. It is a true and accurate translation of the document presented to us, namely the:

**CONTRACT FOR THE TRANSFER OF TRADEMARKS
SOCIÉTÉ DE LA FROMAGERIE BOURSIN AND
BONGRAIN S.A.
JUNE 30, 2000.**


Peter J. Inglin
H-I Translation Service, Ltd.

State of Ohio
County of Cuyahoga

Before me, a Notary Public, personally appeared the above named
Peter J. Inglin who acknowledges that he did sign the
foregoing instrument and that the same is his free act and deed. In
the Testimony Whereof, I have hereunto affixed my name and official
seal on this _11th_ day of _December_, 2000.



ROSEMARY KOLENICH
Notary Public, State of Ohio
My Commission Expires Aug. 19, 2003

31500 Shaker Boulevard
Pepper Pike, Ohio 44124
216-514-0210 Fx: 216-514-0211

hitrans@csi.com
Akron - 330-865-9106

17800 Chillicothe Road
Chagrin Falls, Ohio 44023
216-543-7619 Fx: 216-514-0211

TRADEMARK
REEL: 002206 FRAME: 0508

CONTRAT DE CESSION DE MARQUES

ENTRE :

SOCIETE DE LA FROMAGERIE BOURSIN, société par actions simplifiée au capital de dix huit millions cinq cent trente trois mille trois cent trente francs (18 533 330) ayant son siège social à Croisy, 27120 PACY-sur-EURE, France, immatriculée au Registre du Commerce et des Sociétés d'Evreux sous le numéro 304 465 461, représentée par son Président Monsieur Daniel Camilli,

ci-après dénommée "le Cédant"

d'une part

ET :

BONGRAIN S.A., société anonyme à Directoire et Conseil de Surveillance au capital de quatre vingt seize millions quatre cent cinquante et un mille trois cent cinquante francs (96 451 350), ayant son siège social 42, rue Rieussec, 78220 VIROFLAY, France, immatriculée au Registre du Commerce et des Sociétés de Versailles sous le numéro 847 120 185, représentée par son Président du Directoire Monsieur Bernard Lacan,

ci-après dénommée "Le Cessionnaire"

d'autre part

IL EST ARRETE PUIS CONVENU CE QUI SUIT :

ARTICLE 1 : MARQUE CEDEE

Par les présentes, le Cédant cède et transfère au Cessionnaire qui accepte les droits qu'il détient sur la marque BOURSAULT dont les enregistrements de marques français sont listés en Annexe 1, les enregistrements de marques internationales (y compris les parties suisses) sont listées en Annexe 2 et les enregistrements de marques nationales étrangères en Annexe 3 (ci-après dénommée la "Marque").

Le Cédant transmettra au Cessionnaire l'ensemble des dossiers (déclarations, renouvellements, correspondances,...) concernant la Marque, et en particulier les originaux des certificats d'enregistrements

ARTICLE 2 : GARANTIES DU CEDANT

Le Cédant certifie l'existence matérielle des dépôts et enregistrements et leur renouvellement à bonne date.

Le Cédant déclare qu'il n'a conféré à des tiers aucun droit relatif à la marque (licence..) et qu'elle n'est pas gagée ni n'a été donnée en garantie de quelque manière que ce soit.

Le Cédant certifie ne pas avoir connaissance, à la date des présentes, d'une quelconque atteinte à la Marque par un tiers ni d'une quelconque protestation émise par un tiers à l'encontre de la Marque



ARTICLE 3 : DATE D'EFFET

Le présent contrat prendra effet au 3 septembre 2000, date à laquelle le Cessionnaire sera subrogé purement et simplement dans tous les droits du Cédant sur la Marque et en deviendra seul propriétaire.

ARTICLE 4 : PRIX - PAIEMENT

A la date de signature des présentes, le Cessionnaire versera au Cédant la somme totale et forfaitaire de 13 176 000 francs français (treize millions cent soixante seize mille francs français) T.V.A. en sus . Le Cessionnaire s'engage à régler la TVA sur présentation de facture.

La partie suisse des dépôts internationaux correspond à un montant de 476.000 francs inclus dans le prix de 13.176.000 francs indiqué ci-dessus.

ARTICLE 5 : FORMALITES

Le Cessionnaire fera son affaire personnelle du transfert et de la mutation des droits présentement cédés et notamment des formalités auprès du Régistre National des Marques tenu à l'Institut National de la Propriété Industrielle pour les marques françaises, auprès du Registre International des Marques tenu à l'Organisation Mondiale de la Propriété Intellectuelle pour les marques internationales, et auprès des Registres Nationaux des marques enregistrées dans les différents pays listés en Annexe 3.

A cet effet, tous pouvoirs sont donnés au porteur d'un des originaux du présent contrat.

ARTICLE 6 : COUTS

Tous les frais et/ou droits éventuels consécutifs aux présentes seront à la charge du Cessionnaire.

Fait en dix originaux , le 30 juin 2000
à Rueil-Malmaison

SOCIETE DE LA FROMAGERIE BOURSIN



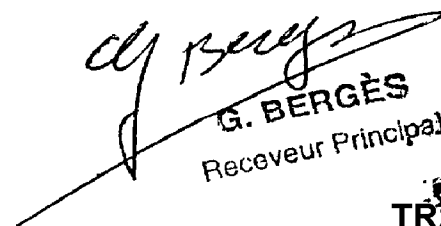
Droit : 500^F
Timbres 1.600^F
ENREGISTRÉ A ÉVREUX SUD
Recette Principale des Impôts

BONGRAIN



le 07 AOÛT 2000
Bordereau n° 246 Case 3
Reçu

Deux mille sept cent francs


G. BERGÈS
Receveur Principal

CONTRACT FOR THE TRANSFER OF TRADEMARKS

BETWEEN:

SOCIÉTÉ DE LA FROMAGERIE BOURSIN, a simple joint stock company with capital of eighteen million five hundred and thirty three thousand three hundred and thirty francs (18, 533,330) with its headquarters at Croisy, 27120 PACY-sur-EURE, France, registered in the Registry for Commerce and Companies of Evreux under Number 304 465 461, represented by its President Mr. Daniel Camilli,

from this point forward called "the Transferor"

the party of the first part

AND:

BONGRAIN S.A., a Public Company with a Board of Directors and a Supervisory Board with capital of ninety six million four hundred and fifty one thousand three hundred and fifty francs (96,451,350), with its headquarters at 42 rue Rieussec, 78220 VIROFLAY, France, registered in the Registry for Commerce and Companies of Versailles under Number 847 120 185, represented by its Chairman of the Board of Directors Mr. Bernard Lacan,

from this point forward called "the Transferee"

the party of the second part

THE FOLLOWING HAS BEEN SETTLED AND THEN AGREED UPON:

ARTICLE 1: TRADEMARK TRANSFERRED

By the present documents, the Transferor gives up and transfers to the Transferee who accepts them the rights that he holds under the trademark BOURSAULT whose registrations for French trademarks are listed in Appendix 1, whose registrations for international trademarks (including those of the Swiss portion) are listed in Appendix 2, and whose registrations for national foreign trademarks are listed in Appendix 3 (from this point forward called "the Trademark").

The Transferor will send to the Transferee all of the files (declarations, renewals, correspondence...) concerning the Trademark, and in particular the originals of the certificates of registration.

ARTICLE 2: GUARANTEES OF THE TRANSFEROR

The Transferor certifies the material existence of the filings and registrations and their renewal in a timely fashion.

The Transferor declares that he has not conferred to third parties any right related to the Trademark (license ...) and that it is not secured nor has it been given as security in any manner whatever.

The Transferor certifies that, as of the date of the present documents, he was not aware of any infringement whatever on the Trademark by a third party nor of any protest whatever issued by a third party against the Trademark.

(Signatures illegible)

ARTICLE 3: EFFECTIVE DATE

The present contract will take effect on September 3, 2000, the date on which the Transferee will be the guardian purely and simply of all of the rights of the Transferor to the Trademark and will be the sole owner of it.

ARTICLE 4: PRICE - PAYMENT

On the date of the signature of the present document, the Transferee will pay the Transferor the total and all-inclusive amount of 13,176,000 French francs (thirteen million one hundred and seventy six thousand French francs) VAT (valued added tax) extra. The Transferee commits to paying the VAT upon presentation of an invoice.

The Swiss portion of the international filings corresponds to an amount of 476,000 Francs included in the price of 13,176,000 francs indicated above.

ARTICLE 5: PROCEDURES

The Transferee will make it his personal business to transfer and change the rights presently being transferred and especially (to perform) the procedures for French trademarks at the National Registry For Trademarks held at the National Institute for Industrial Property, those for international trademarks at the International Registry for Trademarks held at the World Organization for Intellectual Property, and those for trademarks registered in the different countries listed in Appendix 3 at the National Registries.

To this effect, all powers are given to the holder of one of the originals of the present document.

ARTICLE 6: COSTS

All future expenses and/or fees resulting from the present contract will be the responsibility of the Transferee.

Done in ten originals on June 30, 2000
at Rueil-Malmaison

(Signature illegible)

(Signature illegible)

Handwritten:

Fee: 500F

Stamps: 1,600F

Printed:

REGISTERED AT EVREUX SUD

Principal Receipt for Taxes

August 7, 2000

Form Number 246 Box 3

Received (Handwritten):

Two thousand one hundred francs

(Signature)

G. BERGÈS

Principal Collector

APPENDIX 1

France

BOURSAULT PACKAGING	7 / 29 / 1981	1 184 551	7 / 29 / 1991
	R 7 / 22 / 1991	1 682 272	7 / 22 / 2001
SHAPE OF BOURSAULT PACKAGING	9 / 23 / 1982	1 215 942	9 / 23 / 2002
BOURSAULT PACKAGING	9 / 23 / 1982	1 215 941	9 / 23 / 2002
BOURSAULT label	9 / 30 / 1982	1 247 417	9 / 30 / 2002
NEUTRAL BOURSAULT PACKAGING	10 / 12 / 1982	1 218 061	10 / 12 / 2002
BOURSAULT name	10 / 28 / 1983	1 249 418	10 / 28 / 2003
BOURSAULT CHEESE AND DESSERT	7 / 11 / 1986	1 405 388	7 / 11 / 2006
BOURSAULT label 2 Lilies	9 / 4 / 1987	1 425 495	9 / 4 / 2007
BOURSAULT packaging Le Grand Montgoins	2 / 24 / 1989	1 516 320	2 / 24 / 2009
BOURSAULT packaging with goat's milk	3 / 9 / 1994	94 510 316	3 / 9 / 2004

(Signatures illegible)

INTERNATIONAL TRADEMARKS

BOURSAULT (packaging)	Number 383072 Number R383072	11 / 26 / 71 R 11 / 26 / 91 Germany, Austria, Benelux, Spain, Italy, Liechtenstein, Morocco, Monaco, Switzerland
BOURSAULT (packaging)	Number R282196	4 / 10 / 84 Germany, Austria, Benelux, Egypt, Spain, Italy, Liechtenstein, Morocco, Monaco, Portugal, Saint-Marin, Tunisia, Vietnam, Switzerland
BOURSAULT (packaging)	Number 474177	2 / 4 / 83 Germany, Benelux, Portugal, Switzerland
BOURSAULT (packaging)	Number R286834	7 / 24 / 84 Germany, Austria, Benelux, Egypt, Spain, Italy, Liechtenstein, Morocco, Monaco, Portugal, Saint-Marin, Tunisia, Vietnam, Switzerland

(Signatures illegible)

APPENDIX 3

Canada

BOURSAULT form of packaging	294 651	3 / 23 / 1984	8 / 31 / 2014
BOURSAULT label	173 733	1 / 8 / 1986	1 / 8 / 2001
BOURSAULT packaging	194 091	6 / 30 / 1988	9 / 14 / 2003

Denmark

BOURSAULT packaging	1529/72	9 / 2 / 1971	5 / 12 / 2002
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United States of America

BOURSAULT packaging	1 020 799	10 / 27 / 1971	9 / 16 / 2005
BOURSAULT packaging	1 324 841	4 / 11 / 1983	3 / 12 / 2005

United Kingdom

BOURSAULT packaging	B979677	8 / 25 / 78	8 / 25 / 2002
BOURSAULT packaging	1192469	9 / 23 / 1989	9 / 23 / 2003

Sweden

BOURSAULT packaging	140 374	8 / 25 / 1972	8 / 25 / 2002
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Israel

BOURSAULT name	111898	4 / 16 / 1997	4 / 16 / 2004
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(Signatures illegible)

ANNEXE 1**France**

EMBALLAGE BOURSAULT	29.07.1981 R 22.07.1991	1 184 551 1 682 272	29.07.1991 22.07.2001
FORME DE L'EMBALLAGE BOURSAULT	23.09.1982	1 215 942	23.09.2002
EMBALLAGE BOURSAULT	23.09.1982	1 215 941	23.09.2002
BOURSAULT vignette	30.09.1982	1 247 417	30.09.2002
EMBALLAGE NEUTRE BOURSAULT	12.10.1982	1 218 061	12.10.2002
BOURSAULT dénomination	28.10.1983	1 249 418	28.10.2003
BOURSAULT LE FROMAGE ET DESSERT	11.07.1986	1 405 388	11.07.2006
BOURSAULT vignette 2 Lys	04.09.1987	1 425 495	04.09.2007
BOURSAULT emballage Le Grand Montgoins	24.02.1989	1 516 320	24.02.2009
Emballage BOURSAULT avec lait de chèvre	09.03.1994	94 510 316	09.03.2004

ANNEXE 2

MARQUES INTERNATIONALES

BOURSAULT (emballage)	No 383072	26/11/71	
	No R383072	R 26-11-1991	Allemagne-Autriche-Benelux- Espagne-Italie-Liechtenstein Maroc-Monaco- Suisse
BOURSAULT (emballage)	No R282196	10/04/84	Allemagne, Autriche, Benelux, Egypte, Espagne, Italie, Liechtenstein, Maroc, Monaco, Portugal, Saint-Marin, Tunisie, Viet Nam Suisse
BOURSAULT (emballage)	No 474177	04/02/83	Allemagne, Benelux, Portugal Suisse
BOURSAULT (emballage) Le Grand Montgoins	No R286834	24/07/84	Allemagne, Autriche, Benelux, Egypte Espagne, Italie, Liechtenstein, Maroc Monaco, Portugal, Saint-Marin, Tunisie, Viet-Nam, Suisse



ANNEXE 3

Canada

Conditionnement BOURSAULT	294 651	23.03.1984	31.08.2014
BOURSAULT étiquette	173 733	08.01.1986	08.01.2001
BOURSAULT emballage	194 091	30.06.1988	14.09.2003

Danemark

BOURSAULT emballage	1529/72	02.09.1971	12.05.2002
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U.S.A.

BOURSAULT emballage	1 020 799	27.10.1971	16.09.2005
BOURSAULT emballage	1 324 841	11.04.1983	12.03.2005

U.K.

BOURSAULT emballage	B979677	25.08.78	25.08.2002
BOURSAULT emballage	1192469	23.09.1989	23.09.2003

SUEDE

BOURSAULT emballage	140 374	25.08.1972	25.08.2002
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ISRAEL

BOURSAULT dénomination	111898	16.04.1997	16.04.2004
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Handwritten initials: B and LU