

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:
PLEASE RECORD THE ATTACHED ORIGINAL
DOCUMENTS OR COPIES THEREOF.

1. Name of party conveying an interest:

Ardmore Farms, Inc.

2. Name and address of party receiving an interest:

**Country Pure Foods, Inc.
681 West Waterloo Road
Akron, Ohio 44314-1587**

03-02-2001



3. Nature of conveyance:

101624673

Assignment

4. Trademark Registration Number:

Number
1915285

Title
Select Grove

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

**Steven H. Sneiderman
Hahn Loeser & Parks LLP
3300 BP Tower
200 Public Square
Cleveland, Ohio 44114**

6. Number of trademarks involved: **one (1)**

7. Total fee enclosed is **\$40.00**.

8. Deposit account number: **N/A**.

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.

Date: 1/31/01

Thomas A. Koll
Sr. V.P. Chief Financial Officer

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ASSIGNMENT SERVICES
DIVISION

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment"), effective as of the 30th day of January, 2001, executed by ARDMORE FARMS, INC., a Pennsylvania corporation ("Assignor") in favor of COUNTRY PURE FOODS, INC., a Delaware corporation ("Assignee") is to evidence the following agreements and understandings.

RECITALS:

- A. Assignor is the owner of the trademark "Select Grove," Registration Number 1915285 registered with the United States Patent and Trademark Office (the "PTO") on August 29, 1995 (the "Trademark").
- B. Assignor acquired the Trademark through an assignment from The Quaker Oats Company on or about April 10, 1998.
- C. Assignor is a subsidiary of Assignee, and Assignee is the parent company of Assignor.
- D. Assignor desires to assign to Assignee Assignor's entire right, title and interest in and to the Trademark.

NOW, THEREFORE, in consideration of the mutual covenants of the parties below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor's Agreements Regarding Trademark and Domain Name.
 - a. Assignor hereby sells, assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Trademark and the use thereof throughout the world together with the goodwill pertaining to the Trademark and the registrations of the Trademark for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.
 - b. Assignor hereby agrees that neither it nor any of its affiliates, officers, employees, successors or assigns will ever sue or assert in any forum any such claims or causes of action that it has had, may now have, or may have in the future, whether known or unknown, in any way related to or arising out of or in connection with Assignee's use of the mark "Select Grove." Furthermore, Assignor covenants and agrees that Assignor shall not challenge, directly or indirectly, Assignee's use of the mark "Select Grove" or any derivative thereof including, without limitation, asserting any opposition to or cancellation of any registration of such mark.

2. **Assignor's Representations and Warranties.** Assignor represents and warrants for the benefit of Assignee as follows:
 - a. Assignor is the lawful and exclusive owner of the Trademark, free and clear of all liens, claims and encumbrances, and no other party has any right to registration of the Trademark. No other person has made any claim to the Trademark, and there is no litigation, cancellation or other proceedings challenging Assignor's ownership or use of the Trademark pending or to the knowledge of Assignor threatened by any person.
 - b. No consent to the sale, transfer and assignment of the rights and properties described herein is required from any person or entity.
 - c. Assignor has the unqualified right to enter into and perform this Agreement and has not entered into any agreement inconsistent with its obligations hereunder.
 - d. To Assignor's knowledge, no third party is using any intellectual property in any manner that violates Assignor's rights to the Trademark.
3. **Further Assurances.** Assignor covenants and agrees to execute and deliver to Assignee, upon demand, without payment of additional compensation, all such further documents, instruments and other writings which Assignee reasonably requests to effectuate this Agreement.
4. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby and supercedes all prior oral or written agreements or understandings. The recitals hereto are incorporated herein by reference.
5. **Governing Law.** This Assignment is made under and shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to choice of law principles.
6. **Amendments.** This Agreement may not be modified or changed except by written instrument signed by both parties.
7. **Counterparts.** This Agreement may be executed in any number of counterparts and in separate counterparts by the parties, each of which shall constitute an original and all of which when taken together will constitute the same instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

ARDMORE FARMS, INC.

By: Thomas A. Kolb
Its: As V.P. & Chief Financial officer

ASSIGNEE:

COUNTRY PURE FOODS, INC.

By: Thomas A. Kolb
Its: As V.P. & Chief Financial officer