



04-04-2001

03-21-2001

U.S. Patent & TMOfo/TM Mail Ropt Dt. #01



101667548

3-21-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Societe des Produits Nestle S.A. Execution Date
Month Day Year 10/02/00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Switzerland

Receiving Party

Mark if additional names of receiving parties attached

Name J.R. Simplot Company

DBA/AKA/TA _____

Composed of _____

Address (line 1) 999 Main Street, Suite 1300

Address (line 2) One Capital Center

Address (line 3) Boise Idaho 83707
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Nevada

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002262 FRAME: 0821

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | |
|---|----------------------|----------------------|
| <input type="text" value="75/688,746"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

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| <input type="text" value="1,187,914"/> | <input type="text" value="1,198,120"/> | <input type="text"/> |
| <input type="text" value="949,936"/> | <input type="text" value="899,794"/> | <input type="text"/> |
| <input type="text" value="802,793"/> | <input type="text"/> | <input type="text"/> |

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Alexander H. Butterman

3/20/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Nestlé USA, Inc., a Delaware corporation ("NUSA"), J.R. Simplot Company, a Nevada corporation ("Buyer"), and Project Eye Company, a Nevada corporation, have entered into that certain Amended and Restated Purchase Agreement, dated as of July 28, 2000 (the "Purchase Agreement"); and

WHEREAS, Societe des Produits Nestlé S.A., a corporation organized under the laws of Switzerland and an affiliate of NUSA ("Seller"), and Buyer have entered into that certain Intellectual Property Purchase Agreement, dated as of October 2, 2000 (the "Intellectual Property Purchase Agreement"), pursuant to which Seller has agreed to sell, and Buyer has agreed to buy, certain intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to (i) the registered trademarks (or marks for which registration is pending) "KITCHEN FRIES", "MARINER", "TATER•ETTES", "ULTRA FRIES", "WILD WEST" and "SELECT RECIPE" worldwide and in any country and the goodwill associated therewith and (ii) all other trademarks, trade dress, trademark registrations and trademark applications, service marks, registered designs, registered design applications, copyrights, copyright registrations and copyright applications owned or possessed by Seller (including, without limitation, any such items set forth on Schedule A to the Intellectual Property Purchase Agreement) and, in the case of clause (ii) above, limited to the extent such items are used to conduct the Business (as defined in the Purchase Agreement) as currently conducted; *provided, however,* that such assignment and transfer to Buyer does not include, and Seller expressly retains, Seller's right, title and interest in and to any and all Excluded Intellectual Property (as defined in the Intellectual Property Purchase Agreement) owned or possessed by Seller.

* * *

Dated as of this 2nd day of October, 2000.

SOCIETE DES PRODUITS NESTLÉ S.A.

By: _____

Name: _____

Title: _____

(Assignment of Intellectual Property Rights)

TRADEMARK
REEL: 002262 FRAME: 0824

SCHEDULE A
to the
Intellectual Property Purchase Agreement

REGISTERED TRADEMARKS AND PENDING REGISTERED TRADEMARKS

| MARK | COUNTRY | GOODS | CLASS | OWNER | STATUS | NUMBER/ DATE | NEXT RENEWAL DATE |
|---------------|---------|---|----------|-------|------------------------|-------------------------|-------------------------|
| KITCHEN FRIES | U.S. | FRENCH FRIED POTATOES | INT'L 29 | SPN | REGISTERED | 1,187,914/ 1-26-1982 | 1-26-2002 |
| MARINER | U.S. | FROZEN AND PROCESSED POTATOES | INT'L 29 | SPN | REGISTERED | 949,936/ 1-2-1973 | 1-2-2003 |
| TATER•ETTES | U.S. | FROZEN FOODS - NAMELY, SHREDDED POTATOES COOKED IN OIL AND FROZEN | U.S. 46 | SPN | REGISTERED | 802,793/ 1-25-1966 | 1-25-2006 |
| ULTRA FRIES | U.S. | FRENCH FRIED POTATOES | INT'L 29 | SPN | REGISTERED | 1,198,120/ 6-15-1982 | 6-15-2002 |
| WILD WEST | U.S. | FROZEN POTATOES | INT'L 29 | SPN | REGISTERED | 899,794/ 9-29-1970 | 9-29-2000 |
| SELECT RECIPE | U.S. | PROCESSED POTATOES | INT'L 29 | SPN | APPLICATION PENDING | NA | NA |
| | | | | | | | |

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