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FORM PTO-1618A  
Expires 06/30/99  
OMR 0651-0027

05-04-2001

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101702043

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MAR 5

3-5-01

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
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
02-26-2001

Conveying Party

Mark if additional names of conveying parties attached

Name Worthington Foods

Execution Date  
Month Day Year  
02-26-2001

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Ohio

Receiving Party

Mark if additional names of receiving parties attached

Name Kellogg Company

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One Kellogg Square

Address (line 2) P.O. Box 3599

Address (line 3) Battle Creek MI 49016-3599

- 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 Delaware

05/04/2001 JJALLAH2 00000003 110405 75697798

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 325.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTO-1618B  
Expires 09/30/99  
OMB 0651-0027

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**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="75-697792"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="740,428"/>	<input type="text" value="902,731"/>	<input type="text" value="1,685,852"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="507,829"/>	<input type="text" value="1,135,228"/>	<input type="text" value="1,230,117"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,145,170"/>	<input type="text" value="1,137,456"/>	<input type="text" value="1,230,151"/>

**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.

Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="820,388"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="178,609"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,649,602"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,297,873"/>	<input type="text"/>	<input type="text"/>
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ASSIGNMENT

THIS ASSIGNMENT is entered into as of the 27th day of February 2001, between Worthington Foods, a corporation organized under the laws of the state of Ohio, and having a principal place of business located at 900 Proprietor's Road, Worthington, Ohio 43085 (hereinafter "Worthington" or "Assignor"), and Kellogg Company, a corporation organized and existing under the laws of the state of Delaware and located at One Kellogg Square, Battle Creek, Michigan 40016 (hereinafter "Kellogg" or "Assignee").

WHEREAS, Worthington Foods has adopted and used in the United States the trademarks set forth in the Schedule known as Exhibit A, attached hereto and is the owner of the registrations thereof shown in the said Schedule; and

WHEREAS, Kellogg wishes to acquire all of Worthington Foods' rights in and to the Trademarks and the good will associated therewith.

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Worthington Foods hereby assigns, transfers, and conveys to Kellogg all right, title and interest in and to the Trademarks and the registrations thereof together with the *goodwill of the business* which is symbolized by the Trademarks and with the right to recover for damages and profits and all other remedies for past infringement thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Worthington Foods  
By: W. Stephen Perry  
Name: W. Stephen Perry  
Title: Treasurer  
Date: February 27, 2001

Kellogg Company  
By: Gary H. Filnick  
Name: Gary H. Filnick  
Title: Vice President,  
Deputy General Counsel  
Date: February 27, 2001

Subscribed to and sworn  
before me this 27<sup>th</sup> day  
of February, 2001.

subscribed to and sworn  
before me this 27<sup>th</sup> day  
of February, 2001.

Heather Paul  
Notary Public

Maureen Whitney  
Notary Public

Seal:

Seal:

Heather Paul, Notary Public  
Branch County, Michigan  
Acting in Calhoun County  
My Commission Expires 11-07-03

MAUREEN WHITNEY  
Notary Public, Calhoun County, MI  
My Commission Expires 1-30-05

EXHIBIT A

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Big Pat	740,428	11/06/62
Chic-ketts	507,829	03/22/49
Frichik	1,145,170	12/30/80
Leanies	902,731	11/17/70
Lets You Do Something About Cholesterol	1,135,228	05/13/80
Morningstar Farms	1,137,456	07/01/80
Multigrain Cutlets	1,685,852	05/05/92
Natural Touch	1,230,117	03/08/83
Natural Touch	1,230,151	03/08/83
Prosage	820,388	12/13/66
Protose	178,609	01/15/24
Veelets	1,649,602	07/02/91
Miscellaneous Design	1,297,873	09/25/84

PENDING TRADEMARKS

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>
Enjoy Eating Better		75-697792	05/04/99