

07-17-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

2.9.01

1. Name of conveying party(ies):
KIK (Indianapolis), Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 5-30-01

2. Name and address of receiving party(ies)

Name: Nakano Foods, Inc.

Internal

Address: _____

Street Address: 55 E. Euclid Ave., Suite 300

City: Mt. Prospect State: Michigan Zip: 60056

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

892,558

Additional number(s) attached Yes No

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

Name: Hughes Hubbard & Reed LLP

Internal Address: Ken Kimura

Street Address: 350 S. Grand Avenue, 36th Fl.

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 25.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Ken Kimura

Name of Person Signing

Ken Kimura

Signature

7-5-01

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/17/2001 670M11 00000155 892558

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40.00 OP

TRADEMARK
REEL: 002329 FRAME: 0317

Mark: "Kentucky Belle"
 Reg No. 0892558
 Reg Date: June 9, 1970
 Products: Vinegar
 Class No. 30 (International)

ASSIGNMENT OF REGISTERED TRADEMARK

THIS ASSIGNMENT AGREEMENT is made on this 30th day of May, 2001, by and between KIK (INDIANAPOLIS) INC., a Delaware corporation with its principal office at 1120 E. 32nd Street, Indianapolis, Indiana (40205) ("Assignor"), and NAKANO FOODS, INC., a Michigan corporation with its principal offices at 55 East Euclid Avenue, Suite 300, Mt. Prospect, Illinois (60056) ("Assignee"), with respect to the following circumstances:

A. Assignor is currently using the mark "KENTUCKY BELLE" (the "Trademark") which was registered on June 9, 1970 in the United States Patent and Trademark Office under Registration Number 0892558 for vinegar products in International Class 30 ("Registration"); and

B. Assignor acquired the Trademark and the Registration from Sewell Products of Indiana, LLC, an Indiana limited liability company ("Sewell"), as the result of the following two mergers: (1) Sewell merged with and into KIK (Mergeco), LLC, a Delaware limited liability company ("Mergeco"), with Mergeco surviving and Sewell disappearing, which merger was effective in the State of Delaware on December 13, 2000, and (2) Mergeco merged with and into Assignor, with Assignor surviving and Mergeco disappearing, which merger was effective in the State of Delaware on April 20, 2001, with each such merger transferring by operation of law the Trademark, together with the goodwill symbolized thereby, and the Registration to the surviving entity and ultimately to Assignor.

C. Assignee is desirous of acquiring the Trademark and the Registration.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, transfer, and assign to Assignee, and Assignee hereby receives from Assignor, all of Assignor's rights, title, and interest in and to the Trademark, together with the goodwill of the business in connection with which the said Trademark is used and which is symbolized by the said Trademark, and the Registration.

IN WITNESS WHEREOF, this Agreement has been prepared and executed by the parties or their duly authorized representatives on the date first written above.

"Assignor"

KIK (INDIANAPOLIS) INC.

By: 


Province
 State of Ontario)
 Municipality) ss.
 County of Metropolitan Toronto)

On this 30th day of May, 2001, before me, the undersigned Notary Public in and for the State noted above, personally appeared

***** Howard Brodie *****

who is personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument on behalf of KIK (INDIANAPOLIS) INC. as its Assistant Secretary, and he acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



 Notary's Signature