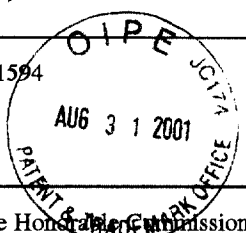


Coll

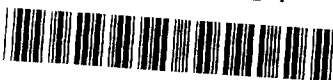
FORM PTO-1594  
(Rev. 6/93)



09-10-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RE



ET

Attorney Docket No. 030807-127 (EDW)

101837460

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

1. Name of conveying party(ies):

Giorgio Foods, Inc.  
Blandon Road  
Temple, Pennsylvania 19560

08/31/01

- Individual(s)
- General Partnership
- Corporation - Pennsylvania
- Association
- Limited Partnership

Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: to correct previously recorded Nunc Pro Tunc  
Assignment recorded at Reel 0789/Frame 350  
Effective Date: September 15, 1989  
Execution Date: April 30, 1991

2. Name and address of receiving party(ies):

Name: Giorgifred Company

Address: Delaware Trust Building  
2nd Floor, 900 Market Street  
Wilmington, Delaware 19801

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other:

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,183,132 - GIORGIO

Additional numbers attached?  Yes  No

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

Name: B. Parker Livingston, Jr. Esquire

Address: Burns, Doane, Swecker & Mathis

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

(Attach duplicate copy of this page if paying by deposit account)

09/07/2001 DRYRNE 00000245 1183132

01 RC:481

40.00 0P

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.

B. Parker Livingston, Jr., Esquire  
Name of Person Signing

[Signature]  
Signature

August 31, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 6

TRADE-MARK

**NUNC PRO TUNC ASSIGNMENT**

**WHEREAS, GIORGIO FOODS, INC., a corporation organized under the laws of Pennsylvania, with principal offices located at Blandon Road, Temple, Pennsylvania 19560, (hereinafter "Assignor") has adopted and used certain trademarks in connection with its business and is the owner of the trademarks and the federal registrations and application therefor listed on the attached Schedule A (hereinafter the "Trademarks");**

**WHEREAS, on September 15, 1989, Assignor sold, assigned and transferred unto GIORGIFRED COMPANY, an investment company organized under the laws of Delaware, with its principal offices located at Delaware Trust Building, 2nd Floor, 900 Market Street, Wilmington, Delaware 19801, (hereinafter "Assignee"), all of its rights, title and interest in and to the aforesaid Trademarks and the registrations and application therefor, together with the goodwill of the business symbolized by these Trademarks and the registrations and application thereof; and**

**WHEREAS, the parties are now desirous of ratifying and confirming said sale, assignment and transfer of all right, title and interest in and to said Trademarks and the goodwill symbolized thereby;**

**NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee, nunc pro tunc as of September 15, 1989, the entire right, title and interest in and to the Trademarks as shown on the attached Schedule A and the registrations and application therefor, including without limitation all renewals thereof, together with the goodwill of the**

TRADEMARK

REEL: 002363 FRAME: 0636

business connected with the aforesaid trademarks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for the Trademarks and the Trademark registrations and application assigned herein.

Assignor further warrants that upon request of Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this assignment, as well as provide such other material, information or assistance as Assignee may consider necessary to carry out the intent of this assignment.

This assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

GIORGIO FOODS, INC.

By: *Fredrick J. Giorgio*

Title: Secretary

Date: April 30, 1991

TRADE-MARK

REEL 0789 FRAME 351

**SCHEDULE A**

**Trademark DAWN FRESH (Stylized)**  
Registration No. 319,998  
Registered December 18, 1934

**Trademark DAWN FRESH (Stylized)**  
Registration No. 531,720  
Registered October 10, 1950

**Trademark DAWN FRESH (Stylized)**  
Registration No. 610,007  
Registered August 2, 1955

**Trademark DUTCH COUNTRY**  
Registration No. 752,612  
Registered July 9, 1963

**Trademark GIORGIO**  
Registration No. 1,183,132  
Registered December 22, 1981

← correction

**Trademark DUTCH FAVORITE**  
Registration No. 1,217,718  
Registered November 23, 1982

**Trademark Smiling Sun Design**  
Registration No. 1,315,950  
Registered January 22, 1985

**Trademark DUTCH COUNTRY & Design**  
Registration No. 1,331,068  
Registered April 16, 1985

**Trademark GIORGIO**  
Registration No. 1,487,656  
Registered May 10, 1988

TRADE-MARK

REEL 0789 FRAME 352

**SCHEDULE A (Continued)**

**Trademark MAKING GREAT TASTE A LITTLE EASIER**  
Registration No. 1,538,325  
Registered May 9, 1989

**Trademark GIORGIO (Stylized)**  
Registration No. 1,566,169  
Registered November 14, 1989

**Trademark Design of Dutchman**  
Registration No. 1,586,980  
Registered March 13, 1990

**Trademark PENNSYLVANIA DUTCHMAN (Stylized)**  
Registration No. 1,584,939  
Registered February 27, 1990

**Trademark DAWN FRESH & Rooster Design**  
Application Serial No. 74/101741  
Filed September 28, 1990

REEL 0789 FRAME 53  
TRADE-MARK

REGISTERED  
PATENT AND TRADEMARK  
OFFICE

MAY 24 1991