

12-20-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	RT  101922717	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Taffel Foods A/S (Danisco A/S) <b>12-11-01</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>Kingdom of Denmark</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Dean M. Polik</u> Internal Address: <u>P.O. Box 80525</u> Street Address: <u>5940 1st Avenue South</u> City: <u>Seattle</u> State: <u>WA</u> Zip: <u>98108</u> <input checked="" type="checkbox"/> Individual(s) citizenship <u>Washington</u> <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>License</u> Execution Date: <u>2/17/95</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,409,657</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Scott G. Warner</u> Internal Address: _____ <u>Garvey, Schubert &amp; Barer</u> Street Address: <u>1191 2nd Ave., 18th Floor</u> City: <u>Seattle</u> State: <u>WA</u> Zip: <u>98101</u>	6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">1</span> 7. Total fee (37 CFR 3.41) ..... \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             Julene Delo            Name of Person Signing         </div> <div style="text-align: center;">           Signature         </div> <div style="text-align: center;"> <u>12/10/01</u>            Date         </div> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div>           12/19/2001 DBYRNE 00000154 1409657            01 FC:481         </div> <div style="border: 1px solid black; padding: 2px;">3</div> </div>		

Total number of pages including cover sheet, attachments, and document: 3

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

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**TAFFEL FOODS**



Supplement to Cooperation Agreement made between Acme Food Sales Inc./Dean Polik and Vendelbo Konserves A/S (now Taffel Foods A/S (Danisco A/S)) on June 18, 1986.

## **AGREEMENT**

### **ON USE OF TRADEMARK**

Whereas

Taffel Foods A/S (Danisco A/S) is the proprietor of the trademark DANISH ORCHARDS, US trademark reg.no. 1,409,657 and the producer of the product DANISH ORCHARDS.

and whereas

Mr. Dean M. Polik, 3002, 60th Avenue South East, Mercer Island, WA 98040, USA, (hereinafter referred to as Polik) is the sole agent of the product DANISH ORCHARDS in the U.S.

and whereas

it is to be ensured that Polik maintains the right to market products under the name DANISH ORCHARDS, even though the product DANISH ORCHARDS is not produced and exported to Polik by Taffel Foods (Danisco A/S).

Now therefore it is hereby agreed as follows:

1. The trademark
  - 1.1 The trademark US trademark registration no. 1,409,657 is owned by Vendelbo Ejendomsselskab af 1991 A/S, a company registered in the Danish Commerce and Companies Agency under reg.no. A/S 104632.
  - 1.2 Vendelbo Ejendomsselskab af 1991 A/S is a 100 per cent owned subsidiary of Danisco A/S.
  - 1.3 Taffel Foods A/S (Danisco A/S) and Polik acknowledge that all trademark rights belong to Vendelbo Ejendomsselskab af 1991 A/S and that said company shall be entitled to and under the obligation to register and renew the trademark at its own expense.
  - 1.4 Polik shall be under the obligation to inform Taffel Foods A/S (Danisco A/S) of any infringement from a third party, and Vendelbo Ejendomsselskab af 1991 A/S shall be under the obligation to proceed against any such infringement without undue delay as agreed between Polik and Taffel Foods A/S (Danisco A/S).

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## TAFTEL FOODS



1.5 Expenses in connection with the legal proceedings mentioned under 1.4 shall be shared equally between Polik and Taffel Foods A/S (Danisco A/S).

2. Fees

2.1 Polik shall not pay Taffel Foods A/S (Danisco A/S) any fee for the use of the trademark DANISH ORCHARDS.

3. Termination of Agreement

3.1 The Agreement on Polik's use of the trademark DANISH ORCHARDS can not be terminated by Taffel Foods A/S (Danisco A/S)/Vendelbo Ejendomsselskab af 1991 A/S.

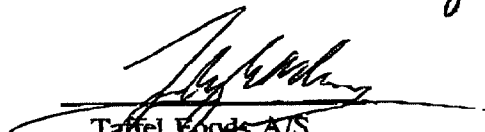
3.2 If Taffel Foods A/S (Danisco A/S) wishes to cease production and exportation of the product DANISH ORCHARDS to US, Polik shall be entitled to take over the trademark DANISH ORCHARDS with goodwill from Danisco A/S or any of its subsidiaries to an amount of \$ 1.00 (one US-Dollar).

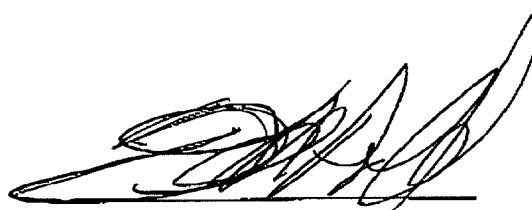
3.3 Polik's sole right to use the trademark DANISH ORCHARDS shall be non-assignable as long as this Agreement is in force.

3.4 This Agreement shall not be assignable without the prior written consent of both parties.

3.5 If Polik wishes to cease marketing the product DANISH ORCHARDS in US, Taffel Foods A/S (Danisco A/S) shall keep the right to the trademark DANISH ORCHARDS and shall be free to enter into an agreement with a new cooperation partner in US.

Signed this 17. day of February 1995.

  
Taffel Foods A/S  
(Danisco A/S)

  
Dean M. Polik

This Agreement is made in two original copies, one of each party.