

12-21-2001



101923548

To the Honorable Commissioner o.

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Italian Village Ravioli & Pasta Products, Inc.  
10/30/01  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State      New Jersey  
 Other

2. Name and address of receiving party(ies)  
Name: National Sea Products Incorporated  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Street Address: One High Liner Avenue  
City: Portsmouth      State: NH      Zip: 03802  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other

If assigned 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

Execution Date: 09 18 1998

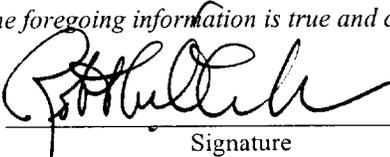
4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
1,726,717  
09 30  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Miriam J. Rovner, Senior Legal Assistant  
Internal Address: \_\_\_\_\_  
  
Street Address: Goodwin Procter LLP  
Exchange Place, 53 State Street  
City: Boston      State: MA      Zip: 02109-2881

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  
8. Deposit account number:  
07-1700  
(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.*  
Robert M. O'Connell, Jr.            October 30, 2001  
Name of Person signing      Signature      Date

Total number of pages include cover sheet, attachments, and document: 4

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

12/20/2001 TD1A21 00000169 1726717

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LIBC/1296991.1

**TRADEMARK**  
**REEL: 002410 FRAME: 0736**

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made this 18<sup>th</sup> day of September, 1998 by ITALIAN VILLAGE RAVIOLI & PASTA PRODUCTS, INC., a New Jersey corporation ("Assignor"), in favor of NATIONAL SEA PRODUCTS INCORPORATED, a Delaware corporation ("Assignee").

WHEREAS, Assignor, Floresta Pasta Products, Inc., a New Jersey corporation, and the Shareholders thereof, on the one hand, and Assignee, on the other hand, are parties to an Asset Purchase Agreement, dated as of July 18, 1998 (the "Asset Purchase Agreement;" capitalized terms used herein but therein defined are used herein as defined in the Asset Purchase Agreement), pursuant to which the Vendors agreed to sell to Assignee, and Assignee agreed to purchase and assume from the Vendors, the Purchased Assets, the Purchased Working Capital and the Assumed Liabilities; and

WHEREAS, Assignor is the owner of certain trademarks and applications and registrations therefor as described in Section 2.1(h) of the Asset Purchase Agreement and listed on Schedule 2.1(h) to the Asset Purchase Agreement, all as set forth on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, pursuant to this Trademark Assignment, does hereby sell, convey, transfer, assign, and deliver unto Assignee, its legal successors and permitted assigns, its entire right, title, and interest in and to the Trademarks, throughout the world, and any extensions or renewals thereof, together with the goodwill of the business symbolized by the Trademarks, and agrees that Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of, or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks.

This Trademark Assignment is given pursuant to the Asset Purchase Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights of Assignee or Assignor thereunder and is given solely for the purpose of separately evidencing the transactions contemplated thereby.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

ITALIAN VILLAGE RAVIOLI & PASTA PRODUCTS, INC.

By: John LaGalia

Name: John LaGalia

Title: President

STATE OF New York  
COUNTY OF New York

On this 18<sup>th</sup> day of September, 1998 before me appeared the above-named John LaGalia, the President of Italian Village Ravioli & Pasta Products, Inc., who, being duly sworn, did depose and say that he is the President of the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
My commission expires:

DOCSCI662423.2

**SHIRLEY D. JACKSON  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 4868747  
QUALIFIED IN KINGS COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
COMMISSION EXPIRES OCT. 28, 1998**

**EXHIBIT A**

**REGISTERED TRADEMARKS**

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	Village Design	1,665,993	November 26, 1991
United States	Gina Italian Village	1,726,717	October 20, 1992
<u>State</u>			
Connecticut	Italian Village	8248	April 26, 1991
New York	Italian Village	R-26514	April 11, 1991
Pennsylvania	Italian Village	9123 1814-1815	March 27, 1991
New Jersey	Italian Village Homemade Ravioli and Pasta Products	2907	June 23, 1981
New Jersey	Italian Village	3066	September 8, 1981

**PENDING TRADEMARK REGISTRATION APPLICATIONS**

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>
United States	Village Design	75/386,027	November 6, 1997
Canada	Gina Italian Village	870052	February 23, 1998
Mexico	Gina Italian Village	326367	March 18, 1998