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101936498 TRADEMARKS ONLY

R SHEET 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.

1. Name of conveying party(ies): UNILEVER N.V. *1-2-02*

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

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

2. Name and address of receiving party(ies)  
 Name: NIPPON SUISAN DELAWARE LLC  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 1320 Newton Street  
 City: Los Angeles State: CA Zip: 90021

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other Limited Liability Company

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: October 1, 2001

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

A. Trademark Application No.(s)  
76/046943

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: DeAnne Ozaki, Esq.  
 Internal Address: Latham & Watkins  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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: \_\_\_\_\_  
 (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.*

Rachel Pinto *[Signature]* October 17, 2001  
 Name of Person Signing Signature Date

Total number of pages including 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

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TRADEMARK REEL: 002417 FRAME: 0615

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made this 1<sup>st</sup> day of October, 2001 (this "Assignment") by UNILEVER N.V., a corporation incorporated under the laws of The Netherlands with an office at Weena 455, 3013 AL Rotterdam, The Netherlands ("Assignor"), to NIPPON SUISAN DELAWARE LLC, a Delaware limited liability company with an office at 1320 Newton Street, Los Angeles, California 90021 ("Assignee" and, together with Assignor, the "Parties").

WHEREAS, Assignor has a bona fide intention to use the mark GORTON'S SINCE 1849 SKILLET FILLETS (the "Trademark") in commerce and has filed an application (now assigned Serial Number 76/046,943) indicating that intention, but has not yet filed a statement or amendment to allege use under Section 1(c) or 1(d) of the Trademark Act;

WHEREAS, Assignor has agreed to assign to Assignee its rights in and to the Trademark, pursuant to the Asset Purchase Agreement among Conopco, Inc., U L Canada Inc. and Nippon Suisan (U.S.A.), Inc., dated August 16, 2001 (the "Asset Purchase Agreement"). Assignor is assigning the Trademark as part of the entire business or portion thereof to which the Trademark pertains as required by Section 15 U.S.C. 1060;


WHEREAS, Assignee is desirous of acquiring Assignor's right, title, and interest in and to the Trademark; and

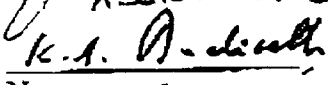
WHEREAS, terms used herein but not defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises contained in this Assignment and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest it has in and to the Trademark and the application therefor, together with the goodwill of the business associated therewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed  
effective as of the 1<sup>st</sup> day of October, 2001.

UNILEVER N.V.,

By:   
Name: S. W. WINTER  
Title: ASSISTANT SECRETARY

By:   
Name: K. B. DADSETH  
Title: DIRECTOR

(both duly authorized)