

07-16-2002



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

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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):

Conopco, Inc.

7/11/02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 07/01/2002

2. Name and address of receiving party(ies)

Name: ACH Food Companies, Inc.

Internal

Address:

Street Address: 7171 Goodlett Farms Parkway

City: Cordova State: TN Zip: 38018-4909

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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) see attached

Additional number(s) attached Yes No

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

Name: Peter E. Mims

Internal Address: Vinson & Elkins, L.L.P.

2300 First City Tower

Street Address: 1001 Fannin

City: Houston State: TX Zip: 77002-6760

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 3.41) \$ 590.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

22-0365 ATTN: ACH100/36000

DO NOT USE THIS SPACE

9. Signature.

Peter E. Mims

Name of Person Signing

Peter E. Mims Signature

7/11/02 Date

Total number of pages including cover sheet, attachments, and document: 7

07/15/2002 6TON11 00000131 0083639

01 FC:481 02 FC:482

40.00 DP 550.00 DP

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

TRADEMARK REEL: 002544 FRAME: 0064

<b>MARK</b>	<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>
MAZOLA	Conopco, Inc.	0083639
MAZOLA	Conopco, Inc.	0721414
MAZOLA	Conopco, Inc.	0742734
MAZOLA	Conopco, Inc.	1172467
MAZOLA AND EAR OF CORN LABEL	Conopco, Inc.	1251230
MAZOLA NO STICK	Conopco, Inc.	1772500
MAZOLA RIGHT BLEND	Conopco, Inc.	1796017
EAR OF CORN DEVICE	Conopco, Inc.	1647555
EAR OF CORN DEVICE	Conopco, Inc.	2105284
ARGO	Conopco, Inc.	0280717
ARGO	Conopco, Inc.	0102064
ARGO	Conopco, Inc.	0399218
KINGSFORD'S	Conopco, Inc.	0106471
KINGSFORD'S CORN STARCH PACKAGE	Conopco, Inc.	0245427
INDIAN MAID DEVICE	Conopco, Inc.	0096572
INDIAN MAID DEVICE	Conopco, Inc.	0596170
KARO	Conopco, Inc.	0041117
KARO	Conopco, Inc.	0520784
KARO	Conopco, Inc.	0847502
KARO	Conopco, Inc.	0902297
KARO	Conopco, Inc.	0847503
GOLDEN GRIDDLE	Conopco, Inc.	0939986
PURLITE	Conopco, Inc.	1187898

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made this 1st day of July, 2002 (this "Assignment") by Conopco, Inc., a New York corporation with an office at 390 Park Avenue, New York, NY 10022 ("Conopco"), and Henri's Food Products Co., Inc., a Wisconsin corporation with an office in Milwaukee, Wisconsin ("Henri's" and, together with Conopco, the "Assignors"), to ACH FOOD COMPANIES, INC. a Delaware corporation with an office at 7171 Goodlett Farms Parkway, Cordova, TN 38018-4909 ("Purchaser" and, together with Assignor, the "Parties").

WHEREAS, Assignors are the owners of certain registered trademarks listed in Schedule A attached hereto (the "Trademarks");

WHEREAS, Assignors have agreed in the Asset Purchase Agreement dated as of April 22, 2002 (the "Asset Purchase Agreement"), between Conopco and Purchaser to assign all of their right, title and interest in, to and under the above identified Trademarks to Purchaser;

WHEREAS, Purchaser desires to acquire all of the Assignors' right, title and interest in, to and under said Trademarks; 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, the Assignors do hereby sell, transfer and assign to the Purchaser all of their right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and symbolized thereby and all rights deriving therefrom, to be held and enjoyed by Purchaser for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignors had this assignment and sale not been made.

Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Purchaser as assignee of the entire right, title and interest therein or otherwise as Purchaser may direct, in accordance with this instrument of assignment, and to issue to Purchaser all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

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**SCHEDULE A**

<b>Mark</b>	<b>Registered Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Mazola	Conopco	83639	10/03/11 (Renewed 10/03/01)
Mazola	Conopco	721414	09/12/61 (Renewed 09/ 12/01)
Mazola	Conopco	742734	12/25/62 (Renewed 12/25/82)
Mazola	Conopco	1172467	10/06/81 (Renewed 10/06/01)
Mazola and Ear of Corn Label	Conopco	1251230	09/13/83
Mazola No Stick	Conopco	1772500	05/18/93
Mazola Right Blend	Conopco	1796017	09/28/93
Ear of Corn Device	Conopco	1647555	06/11/91 (Renewed 06/11/01)
Ear of Corn Device	Conopco	2105284	10/14/97
Mazola	Conopco	State (CA) 76374	03/18/85
Mazola & Design	Conopco	State (CA) 76375	03/18/85
Mazola & Design	Conopco	State (FL) T93280	02/24/93
Argo	Conopco	280717	02/24/31 (Renewed 02/24/01)
Argo	Conopco	102064	01/26/15 (Renewed 01/26/95)
Argo	Conopco	399218	12/22/42 (Renewed 12/22/82)
Kingsford's	Conopco	106471	10/19/15 (Renewed 10/19/95)
Kingsford's Corn Starch Package	Conopco	245427	08/14/28 (Renewed 08/14/88)
Indian Maid Device	Conopco	96572	04/21/14 (Renewed 04/21/94)
Indian Maid Device	Conopco	596170	10/05/54 (Renewed 10/05/94)
Karo	Conopco	41117	09/15/03 (Renewed 09/15/93)
Karo	Conopco	520784	02/07/50 (Renewed 02/07/00)
Karo	Conopco	847502	04/09/68 (Renewed 04/09/88)
Karo	Conopco	902297	11/10/70 (Renewed 11/10/00)
Karo	Conopco	847503	04/09/68 (Renewed 04/09/88)
Golden Griddle	Conopco	939986	08/01/72 (Renewed 08/01/92)
Purlite	Conopco	1187898	01/26/82 (Expired)
Henri's	Henri's	843781	02/06/68 (Renewed 02/06/88)
Henri's and H Device	Henri's	1243010	06/12/83
Henri's in Oval Device	Henri's	1883780	03/14/95
Henri's & Design	Henri's	755632	08/27/63 (Renewed 08/27/83)
Smoky Bits	Henri's	840670	12/12/67 (Renewed 12/12/87)
Fren-chee	Henri's	989704	07/30/74 (Renewed 07/30/94)
Henri's Yogonaise	Henri's	1236575	05/03/83

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<b>Mark</b>	<b>Registered Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Henri's Tas-Tee Dressing & Design	Henri's	719730	8/8/61 (Expired)
Ranchouse	Henri's	1515615	12/06/88
Salad for One	Henri's	1390081	04/15/86
Tas-Tee	Henri's	1246513	07/26/83
Yogowhip	Henri's	1379373	01/21/86
Zipper Top	Henri's	1266460	02/07/84

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IN WITNESS WHEREOF, the Assignors have caused this assignment to be executed effective as of the date first written above.

CONOPCO, INC.,

By: Mart Laius  
Name: Mart Laius  
Title: Vice President

HENRI'S FOOD PRODUCTS CO., INC.

By: Mart Laius  
Name: Mart Laius  
Title: Authorized Signatory

[NYCorp;2100200\_5;6/27/2002;7:15 PM]