

08-14-2002

Docket No.:

45768.1.7



Tab settings

To the Honorable Commissioner of Patent

102189912

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Arden International Kitchens, LLC
21150 Hamburg Avenue
Lakeville, Minnesota 55044

8/12/02

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company

Additional names(s) of conveying party(ies) Yes No

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

Name: Arden International, LLC

Internal Address: _____

Street Address: 21150 Hamburg Avenue

City: Lakeville State: MN ZIP: 55044

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: May 6, 2002

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

A. Trademark Application No.(s)

73/838100

73/670,465

Additional numbers

B. Trademark Registration No.(s)

1,639,886	1,402,596	1,235,359
1,585,979	1,250,606	
1,627,378	1,220,172	

Yes No

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

Name: Scott P. Sullivan

Internal Address: 4000 Pillsbury Center

Street Address: 200 South Sixth Street

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41):.....\$ \$240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

061910

DO NOT USE THIS SPACE

08/13/2002 DBYRNE 00000179 73838100

019 FC:481 40.00 DP
02 FC:482 200.00 DP

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.

Scott P. Sullivan

Name of Person Signing

Scott Sullivan

Signature

8/05/02

Date

Total number of pages including cover sheet, attachments, and

12

TRADEMARK

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (as further defined herein, the "Agreement") is made and entered into effective as of the 6th day of May, 2002 (the "Effective Date"), by and among **ARDEN INTERNATIONAL KITCHENS, LLC**, a Delaware limited liability company (the "Seller"), **SCHREIBER FOODS, INC.**, a Wisconsin corporation and the indirect parent company of Seller ("SFI"), and **ARDEN INTERNATIONAL, LLC**, a Delaware limited liability company (the "Buyer").

RECITALS:

This Agreement is made with reference to the following facts and circumstances:

- (a) SFI and the Seller own certain real property, fixed and intangible assets and rights which are used in connection with the manufacture and sale of frozen entree and related frozen food and other food products (such assets, properties and rights hereinafter collectively referred to as the "Business"). The Business is principally conducted at Seller's facility located at 21150 Hamburg Avenue, Lakeville, Minnesota (the "Facility").
- (b) This Agreement sets forth all of the terms and conditions pursuant to which SFI and the Seller have sold on the Effective Date hereof all of the assets related to the Business to Buyer and upon which Buyer has purchased such assets as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated with and are made a part of this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows:

1. Definitions.

[REDACTED]

1.2

[REDACTED]

1.67

[REDACTED]

1.68

[REDACTED]

1.69 **Other Definitional Provisions.**

- (a) The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provisions of this Agreement.
- (b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.
- (c) References to an "Exhibit" or to a "Schedule" are, unless otherwise specified, to one of the Exhibits or Schedules attached to or referenced in this Agreement, and references to an "Article" or a "Section" are, unless otherwise specified, to one of the Articles or Sections of this Agreement.
- (d) The term "person" includes any individual, partnership, joint venture, corporation, trust, unincorporated organization or government or any department or agency thereof.
- (e) The term "Dollars" or "\$" shall refer to the currency of the United States of America.

1.70

[REDACTED]

1.71

[REDACTED]

1.72 **Disclosure Schedule.** The Schedules attached to this Agreement.

2. **Purchase and Sale of Assets.**

2.1 **Purchase and Sale of Assets.** Subject to the terms set forth in this Agreement, on and as of the Effective Date, Buyer has purchased from Seller and SFI, and Seller and SFI jointly and severally have sold, conveyed, assigned, and delivered to Buyer (except as set forth in Section 2.2 regarding Excluded Assets), good and marketable title in and to all properties, assets, and rights used in or relating to the Business or otherwise necessary to conduct the Business as presently conducted by SFI and Seller (the "Assets"), including but not limited to the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f) All issued and pending patents, registered and unregistered trademarks, service marks, logos, trade names, trade dress and all other trademark rights, copyrights, formulae, computer software programs, trade secrets, know-how, recipes, and product specifications, that are now or have ever been used by or in connection with Seller's production or marketing of products or otherwise in connection with the Business or the Facility, and all registrations for, and applications for registration of, any of the foregoing ("Intellectual Property"), together with all of Seller's rights to use the foregoing and all other rights of Seller in, to and under the foregoing in all countries;

(g) All goodwill and going concern' value of the Business and all other intangible properties, and all artwork, advertising and promotional materials and all other printed or written materials relating to any of the foregoing;

[REDACTED]

[REDACTED]

The following has been redacted:

Pages

2-7, 10-41

Exhibits

Exhibit 1.7
Exhibit 1.11
Exhibit 1.12
Exhibit 1.37
Exhibit 1.44
Exhibit 1.46
Exhibit 1.47
Exhibit 1.62
Exhibit 1.64
Exhibit 1.65
Exhibit 1.71
Exhibit 3.3
Exhibit 4.2(o)
Exhibit 4.3(g)(i)
Exhibit 4.3(g)(ii)
Exhibit 4.3(g)(iii)

Schedules

Schedule 1.23
Schedule 2.1(e)

Schedule 2.3(b)
Schedule 6.1A
Schedule 6.1B

Schedule 6.1D
Schedule 6.1E
Schedule 6.1F
Schedule 6.1G
Schedule 6.1H
Schedule 6.12
Schedule 6.13
Schedule 6.14
Schedule 6.15
Schedule 6.16
Schedule 6.17
Schedule 6.18
Schedule 6.20
Schedule 6.21
Schedule 6.21(c)

Schedule 6.22
Schedule 6.23
Schedule 6.24
Schedule 6.25
Schedule 6.26
Schedule 6.28
Schedule 6.29
Schedule 6.30
Schedule 9.2

#2677155\1

IN WITNESS WHEREOF, the parties have each executed this Agreement on the date first above written.

SELLER:

**ARDEN INTERNATIONAL
KITCHENS, LLC**

By: Brian P. Laddij
Its: Chairman

BUYER:

ARDEN INTERNATIONAL, LLC

By: Paul E. Keller
Its: Secretary

SCHREIBER FOODS, INC.

By: Brian P. Laddij
Its: Sr VP Finance

(Signature Page to Asset Purchase Agreement)

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Schedule 2.2

Excluded Assets

[REDACTED]

All Trademarks, Trade Secrets and Trade Names of Schreiber Foods, Inc. and Related Entities which are neither located at nor used in connection with the Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 6.1C

Intellectual Property

Please refer to the intellectual property chart and listing attached hereto.

ARDEN INTERNATIONAL KITCHENS, LLC TRADEMARK CHART

TRADEMARK	FED / STATE	SUMMARY OF GOODS / SERVICES	STATUS
ARDENELLI'S SPAGHETTI PIE Serial No. 73-838100	Federal	(30) Cheese	Abandoned on 9-7-90
ARDENELL'S ITALIAN CUISINE Reg. No. 1639886	Federal	(29, 30) Italian Foods	Registered on 4-2-91
ARDENELLI'S ITALIAN CUISINE Reg No. 1585979	Federal	(30) Lasagna	Registered on 3-6-90
AF ARDEN BRAND (with design) Reg. No. 1627378	Federal	(29, 30) Meatloaf, beef stroganoff, beef stew, salisbury steak and other meat products	Registered on 12-11-90. Expired 12-01
LOUISIANA RED GOODS THINGS TO EAT FROM THE GREAT RIVER ROAD Serial No. 73-670465	Federal	(29) Cajun foods, namely soup, sausage, gumbo and meatloaf	Abandoned on 1-10-90
ARDEN INTERNATIONAL KITCHENS Reg. No. 1402596	Federal	(42) Preparation of foods for others	Registered on 7-22-86
MEXATA Reg No. 1250606	Federal	(30) Mexican Foods, i.e. Mexican style quiche for institutional use	Registered on 9-6-83
CHARRITO'S Reg. No. 1220172	Federal	(29, 30) Mexican foods sold to institutional customers	Registered on 12-14-82
DESIGN: MAN WITH SOMBRERO Reg No. 1235359	Federal	(29, 30) Mexican Foods	Registered on 4-19-83