

10-04-2002

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



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102240610

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Chef America, Inc. 20 Inverness Place East Englewood, CO 80112

9-30-02

- 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: September 12, 2002

2. Name and address of receiving party(ies)

Name: Societe des Produits Nestle S.A. Internal Address: Case Postale 353

Street Address: 1800 Vevey, SWITZERLAND

City: State: Zip:

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

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

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

A. Trademark Application No.(s) (SEE ATTACHMENT)

B. Trademark Registration No.(s) (SEE ATTACHMENT)

Additional number(s) attached Yes No

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

Name: Robert H. Sanders

Internal Address: c/o Nestle USA, Inc.

Street Address: 800 N. Brand Blvd., 20th Floor

City: Glendale State: CA Zip: 91203

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 3.41) \$ 915.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

030775

DO NOT USE THIS SPACE

9. Signature.

Robert H. Sanders Name of Person Signing

Signature

September 23, 2002 Date

Total number of pages including cover sheet, attachments, and document: 44

Mail documents to be recorded with required cover sheet information to: U.S. Department of Patent & Trademark, Box Assignments Washington, D.C. 20231

10/04/2002 6TON11 00000043 030775 1464779 01 FC:481 40.00 CH 02 FC:482 875.00 CH

TRADEMARK REEL: 002593 FRAME: 0074

**RECORDATION FORM COVER SHEET
ATTACHMENT**

REGISTRATIONS:

1464779
1182353
2250391
1426736
1354522
1518163
2143422
1515626
1982990
2071506
2584167
2290601
1519050
2076081
2575032
1271973
2257960
2151684
1377467
1825910
2330040
2425792
2537677
2330039
2106313
1566174
2088030
2200253
2570546

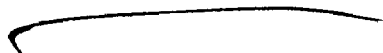
APPLICATIONS:

78/152496
76/091946
78/157331
76/431517
76/150274
75/325252
76/264923

DESIGNATION OF DOMESTIC REPRESENTATIVE

MARK: BELGIAN CHEF (Stylized)

REGISTRATION NO. 1,464,779



REGISTRANT: Societe des Produits Nestle S.A.


Nestle USA, Inc. whose postal address is:

NESTLE USA, INC.
LEGAL DEPT. TRADEMARK SERVICE
800 NORTH BRAND BOULEVARD, 20TH FLOOR
GLENDALE, CALIFORNIA 91203

is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

SOCIETE DES PRODUITS NESTLE S.A.

Dated: September 23, 2002

By: 
Robert H. Sanders
Authorized Agent

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

CHEF AMERICA, INC. SOCIÉTÉ DES PRODUITS NESTLÉ, S.A.

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of the 12th day of September 2002, by Chef America, Inc., a California corporation ("*Assignor*"), to Societé des Produits Nestlé, S.A., a corporation organized under the laws of Switzerland ("*Assignee*").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 5, 2002, by and among Assignor, Chef America East, Inc., a Kentucky corporation, Nestlé Holdings, Inc., a Delaware corporation (the "*Purchaser*"), the shareholders of Assignor set forth on the signature pages thereto, the shareholders of Chef America East, Inc. set forth on the signature pages thereto, Paul Merage, Elisabeth Merage, David Merage, and Laura Merage (as amended, the "*Purchase Agreement*"), Assignor agreed to sell to the Purchaser, and the Purchaser agreed to buy from Assignor, subject to Section 12.8 of the Purchase Agreement, the Assets (as defined in the Purchase Agreement), including without limitation, the servicemarks, trademarks and trade names of Assignor;

WHEREAS, pursuant to Section 9.2(d) of the Purchase Agreement, Assignor agreed to execute such instruments as the Purchaser may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Purchaser and its successors and assigns, or to aid and assist in the collection of, or reducing to possession by the Purchaser and its successors and assigns of, all of Assignor's Intellectual Property (as defined in the Purchase Agreement) and all of Assignor's other intangible assets;

WHEREAS, pursuant to Section 12.8 of the Purchase Agreement, the Purchaser designated Assignee as a "Purchaser Designated Affiliate" for purposes of this Assignment of Servicemarks and Trademarks; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's domestic and foreign servicemarks and trademarks (whether registered, unregistered, or existing at common law), trademark applications, trade names, trade dress, logos and designs, brand names, slogans, domain names, including, without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A hereto and the goodwill related to the foregoing (collectively, the "*Transferred Assets*").

ASSIGNMENT

NOW, THEREFORE, Assignor, for and in exchange for the payment of a portion of the purchase price set forth in the Purchase Agreement and for other good and valuable consideration, the receipt of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Transferred Assets, all rights to sue for infringement of any Transferred Asset, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

(Signature page follows)

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

CHEF AMERICA, INC.,
a California corporation

By: 
Name: Paul Mearns
Title: CEO

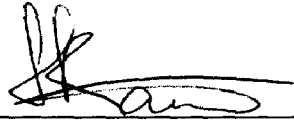
[SEAL]

State of NEW York)
)
County of NEW YORK)

SS.:

On this 10th day of September, 2002, before me, Paul Morage personally appeared CEO of Chef America, Inc personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public

J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6008809
Qualified in Queens County
Commission Expires June 15, 2005

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	Registration No.	Country
BELGIAN CHEF (Stylized)	Reg. No. 1464779	United States
BELGIAN CHEF! & Design	Reg. No. 1182353	United States
BIG STUFFS	Reg. No. 2250391	United States
BREAKFAST POCKETS (Stylized)	Reg. No. 1426736	United States
CHEF AMERICA	Reg. No. 1354522	United States
CHEF AMERICA	Reg. No. 1518163	United States
COOKING WHAT AMERICA LOVES		
CREME POCKETS	Reg. No. 2143422	United States
CRISPY BITES (Stylized)	Reg. No. 1515626	United States
CROISSANT POCKETS	Reg. No. 1982990	United States
DELI STUFFS	Reg. No. 2071506	United States
EXTREME CREME POCKETS & Design	Reg. No. 2584167	United States
FOOD WITH AN EXTREME ATTITUDE	Reg. No. 2290601	United States
FRESH TOP PIZZA (Stylized)	Reg. No. 1519050	United States
HOT POCKET & Design	Reg. No. 2076081	United States
HOT POCKETS	Reg. No. 2575032	United States
HOT POCKETS (Stylized)	Reg. No. 1271973	United States
HOT POCKETS PIZZA MINIS	Reg. No. 2257960	United States
HOT-POCKETS	Reg. No. 2151684	United States
LEAN POCKETS & Design	Reg. No. 1377467	United States
LUNCH POCKETS	Reg. No. 1825910	United States
PIZZA STUFFS	Reg. No. 2330040	United States
REAL FOOD FOR A BUSY LIFE	Reg. No. 2425792	United States
ROLLERSTIX STUFFS	Reg. No. 2537677	United States
TACO STIX	Reg. No. 2330039	United States
THE HOT MEAL IN A POCKET	Reg. No. 2106313	United States
THE ULTIMATE CRUST	Reg. No. 1566174	United States
TOASTER BREAKS	Reg. No. 2088030	United States
TOASTER DESIGN	Reg. No. 2200253	United States
	Reg. No. 2570546	United States

Unregistered Servicemarks and Trademarks

None.

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Country
DIRECTOR'S CHOICE	App. No. 78/152496	United States
DOUBLE CRUST PIZZA	App. No. 76/091946	United States
HERBAL HOT POCKETS	App. No. 78/157331	United States
HOT POCKETS POT PIE EXPRESS	App. No. 76/431517	United States
HOT POCKETS TOASTER MELTS	App. No. 76/150274	United States
LEAN WRAPS	App. No. 75/325252	United States
PIZZASTIX & Design	App. No. 76/264923	United States

Trade Names

None.