

10-09-2002



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): Paul Merage 20 Inverness Place East Englewood, CO 80112 9-30-02 [X] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

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 [X] Other Switzerland Corporation If assignee is not domiciled in the United States, a domestic representative designation is attached: [X] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: September 12, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/122,530; 78/111,781; 78/052,617 B. Trademark Registration No.(s) (NONE) Additional number(s) attached [ ] Yes [X] 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: 3 7. Total fee (37 CFR 3.41): \$ 90.00 [ ] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 030775

DO NOT USE THIS SPACE

9 Signature. Robert H. Sanders [Signature] September 23, 2002 Name of Person Signing Signature Date

Total number of pages (including cover sheet, attachments, and document): 9

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

10/08/2002 TB1A21

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TRADEMARK REEL: 002595 FRAME: 0211

DESIGNATION OF DOMESTIC REPRESENTATIVE

MARK: QUICK BAKES FROM HOT POCKETS

APPLICATION NO. 78/122,530

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 TRADEMARKS  
AND TRADEMARK LICENSE AGREEMENT**

THIS ASSIGNMENT OF TRADEMARKS AND TRADEMARK LICENSE AGREEMENT (the "**Assignment**") is made as of this 12 day of September, 2002, by and between Paul Merage ("**Assignor**"), and Societé des Produits Nestlé, S.A., a corporation organized under the laws of Switzerland ("**Assignee**").

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of August 5, 2002, by and among Chef America, Inc., a California corporation ("**CAI**"), Chef America East, Inc., a Kentucky corporation ("**CAEI**"), Nestlé Holdings, Inc., a Delaware corporation (the "**Purchaser**"), the shareholders of Chef America, Inc., the shareholders of Chef America East, Inc., Paul Merage, Elisabeth Merage, David Merage, and Laura Merage (as amended, the "**Purchase Agreement**"); capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement;

WHEREAS, pursuant to Section 7.8 of the Purchase Agreement, Assignor is required to transfer to Purchaser, as a condition to the Closing, all of his right, title and interest in and to (i) the trademarks, including all applications therefor, identified on Schedule A attached hereto (the "**Marks**") and (ii) that certain Trademark License Agreement, dated as of August 5, 2002 by and between CAI and Assignor (the "**License**");

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

WHEREAS, the Assignee wishes to acquire Assignor's entire right, title and interest in and to the Marks and the License, together with the goodwill of the business in connection with which the Marks and the License are used;

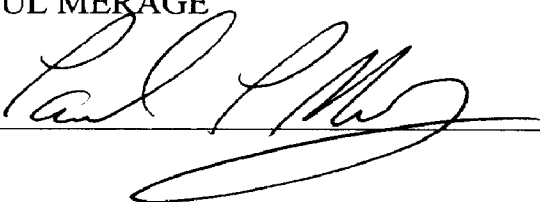
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby transfer and assign to Assignee all of his right, title and interest in and to the Marks and the License and in and to any and all other marks or names owned or used by Assignor or in which Assignor otherwise has any ownership interest and are Related to the Business, including any rights under common law, and which include the listed terms of the Assignor alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business with respect to which the Marks or any such other marks or names have been used and/or registered and all claims and causes of action relating to infringement of said Marks or said other marks or name. Assignor will assist in obtaining or providing any further documents which may be required to confirm chain or title thereto.

*(Intentionally left blank, signature page follows.)*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

Assignor:

PAUL MERAGE



A handwritten signature in black ink, appearing to read 'Paul Merage', is written over a horizontal line. The signature is stylized and cursive.

Assignee:

SOCIÉTÉ DES PRODUITS NESTLÉ, S.A.,  
a corporation organized under the laws of  
Switzerland

By: \_\_\_\_\_

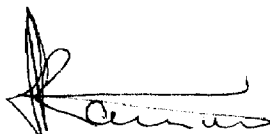
Name:

Title:

State of New York )  
 ) ss.:  
County of New York )

On this 10<sup>th</sup> day of September, 2002, before me, Paul Mervag personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, 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, 2006

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

Assignor:

PAUL MERAGE

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Assignee:

SOCIÉTÉ DES PRODUITS NESTLÉ, S.A.,  
a corporation organized under the laws of  
Switzerland

By:   
\_\_\_\_\_

Name: Hubert Doleac

Title: Authorized Signatory

**Schedule A**

**Trademark**

**Serial No.**

QUICK BAKES FROM HOT POCKETS

78/122,530

SAVORY BAKES

78/111,781

PIZZONI

78/052,617