

11-12-2002

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



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): 11-5-02
 Hormel Foods Corporation

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

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

2. Name and address of receiving party(ies)
 Name: Icon International, Inc.
 Internal
 Address: Attn: Gary M. Perlman, Esq.

Street Address: 107 Elm Street
 City: Stamford State: CT Zip: 06902

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

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: 10/23/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) 1,333,481
1,793,140
1,776,099

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cohn Birnbaum & Shea P.C.
 Internal Address: _____
Attn: Sharon P. Churchill, Esq.

Street Address: 100 Pearl Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 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.

Sharon P. Churchill Sharon P. Churchill 10/30/2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

11/12/2002 LNUELLER 00000023 1333481
 01 FC:8521 40.00 OP
 02 FC:8522 50.00 OP

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

TRADEMARK
 REEL: 002613 FRAME: 0595

Schedule 1.1 (a)

TRADEMARK ASSIGNMENT

This Agreement is entered into between Hormel Foods, LLC, a Minnesota limited liability company, having its principal place of business at 1 Hormel Place, Austin, Minnesota, 55912 ("Hormel Foods"), and Icon International, Inc., a Connecticut corporation having its principal place of business at 107 Elm Street, Four Stamford Plaza, Stamford, CT 26902 ("Icon International").

WHEREAS, Hormel Foods has used the registered trademarks designated in Schedule "A" (the "Trademarks") in connection with the Business (as defined in the Purchase Agreement), and to its knowledge has used the Trademarks continuously and exclusively, and is still using the Trademarks; and

WHEREAS, Icon International desires to acquire all of Hormel Foods' rights and goodwill in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hormel Foods agrees as follows:

1. DEFINITION OF TERRITORY. For purposes of this Assignment, the term "Territory" shall be defined as the United States.

2. TRADEMARK ASSIGNMENT. Hormel Foods hereby assigns unto Icon International all of its rights, title and interest in and to the Trademarks within the Territory, together with the goodwill of the business symbolized by the Trademarks, and the registrations identified in Schedule "A," as of the Effective Date.

3. GENERAL PROVISIONS.

3.1 Icon International has the unconditional right at any time after the Effective Date of this Assignment to renew, sell, license or otherwise dispose of any and all rights in the Trademarks and to retain the entire proceeds thereof for Icon International's exclusive benefit. Icon International further has the unconditional right at any time after the Effective Date of this Assignment to demand, sue and recover for any and all acts of dilution or infringement or other rights in the Trademarks, whether such acts of dilution or infringement occurred prior to, at or after the Effective Date of this Assignment. Icon International shall have the right to retain for its exclusive benefit, any and all recoveries arising from such acts of dilution or infringement.

3.2 Hormel Foods represents and warrants that (a) Hormel Foods has full power and authority to assign the rights granted herein, (b) Hormel Foods owns all rights in the Trademarks necessary to support the conveyances herein, (c) Hormel

TRADEMARK

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Foods has not previously assigned, transferred or otherwise encumbered the rights granted herein and (d) the Trademarks do not knowingly infringe any patent, trademark, copyright or any other similar right of any person or entity.

3.3 At any time after the Effective Date, Hormel Foods shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances and documentation of transfer reasonably requested by Icon International and necessary for Hormel Foods to comply with its representations, warranties, and covenants contained herein.

3.4 This Assignment shall be binding on all successors, assigns and legal representatives of Hormel Foods and shall inure to the benefit of Icon International and its successors, assigns and legal representatives.

HORMEL FOODS, LLC



Name: Kevin C. Jones

Title: Secretary and General Attorney

Date: October 23, 2002

STATE OF MINNESOTA

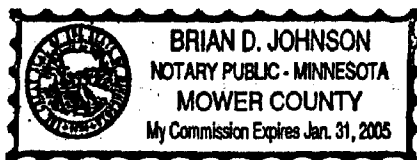
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COUNTY OF MOWER

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This instrument was acknowledged before me on October 23, 2002 by Kevin C. Jones, Secretary and General Attorney, Hormel Foods, LLC, a Minnesota limited liability company, on behalf of said Company.



Notary Public

SCHEDULE A

TRADEMARK LIST

TRADEMARK	GOODS	REGISTRATION NO.	DATE OF REGISTRATION
AUSSIE PIE	Meat Filled Pastries (International Class: 30; US Class: 46)	1,333,481	April 30, 1985
MRS. PATERSON'S AUSSIE PIE	Frozen Entrees Consisting Primarily of Pasta and Bread, Meat Pot Pies, and Pasta Salads (International Class: 30; US Class: 46) Frozen Entrees Consisting Primarily of Meat or Vegetables and Vegetable Salads (International Class: 29; US Class: 46)	1,793,140	September 14, 1993
MRS. PATERSON'S	Meat Pot Pies (International Class: 30; US Class: 46) Frozen Entrees Consisting Primarily of Meat or Vegetables (International Class: 29; US Class: 46)	1,776,099	June 8, 1993