

12-11-2002



102307981

TRADEMARK

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

1. Name of conveying party(ies):
 SONA & HOLLEN FOODS, INC. 11-22-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - California
 Other _____
 Add'l name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: VENTURA FOODS, LLC.
 Street Address: 14840 E. Don Julian Road
 City: City of Industry State: CA ZIP: 91746

Individual(s) citizenship ____
 Association ____
 Limited Partnership ____
 Limited Liability Company - California
 Corporation
 Other: ____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: November 14, 2002

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)
 Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 1,121,954 1,573,648 1,565,284
~~1,819,132~~ 623,208 1,982,083

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Stanley W. Sokoloff, Esq.
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: Six (6)

7. Total fee (37 CFR 3.41)\$ 145.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

12/10/2002 6TOM11 00000207 022666 1121954
 01 FC:8521 40.00 DP
 02 FC:8522 20.00 CH 105.00 DP

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.

Stanley W. Sokoloff, Esq.

11/18/02
Date

Name of Person Signing
 I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:
 Assistant Commissioner for Trademarks, 2900 Crystal Drive,
 Arlington, VA 22202-3513 on 11-18-02
 (Date of Deposit)

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

Name of applicant, assignee, or Registered Rep.
Danielle Kiddy 11-18-02
 (Signature) Date

NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK
AND
THE UNITED STATES REGISTRATION THEREOF

WHEREAS, SONA & HOLLEN FOODS, INC., a corporation organized and existing under the laws of the State of California, formerly having a principal place of business at 3712 Cerritos Avenue, Los Alamitos, California 90720 (hereinafter "ASSIGNOR"), acquired, adopted and used, and thereby, owned all rights, title and interests in and to the trademark and United States Applications and Registrations thereof identified below (hereinafter the "Marks"), along with the goodwill of the businesses appurtenant to said Marks:

REGISTERED MARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Sona	1,121,954	July 10, 1979
Hollens Gourmet (& Design)	1,573,648	December 26, 1989
Homade Sweet & Sour Sauce	1,565,284	November 7, 1989
Homade Chili Sauce (& Design)	1,819,132	February 1, 1994
Lindy's (Stylized)	623,208	March 13, 1956
Sona	1,982,083	June 25, 1996

WHEREAS, on or about June 26, 2000 (hereinafter the "effective date"), by virtue of an oral assignment, the Marks thereof were acquired by VENTURA FOODS, LLC., a Limited Liability Corporation organized and existing under the laws of the State of California, having a principal place of business at 14840 Don Julian Road, City of Industry, California 91746 (hereinafter referred to as "ASSIGNEE") from ASSIGNOR.

WHEREAS, ASSIGNEE desires to formalize his acquisition of the entire right, title and interest in and to the Marks and the attendant goodwill symbolized thereby, nunc pro tunc the effective date, and further to correctly, fully and completely reflect the proper chain of title in and to the Marks in the records of the United States Patent and Trademark Office.

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that ASSIGNOR, by these presents, does hereby expressly acknowledge its prior assignment of the Marks to ASSIGNEE on the effective date, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc the effective date, the full and entire right, title and interest in and to the Marks identified hereinabove, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE immediately and all the rights to bring any action for post, present and future infringements of the marks and to recover all damages and settlements therefrom.

Further, ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Marks.

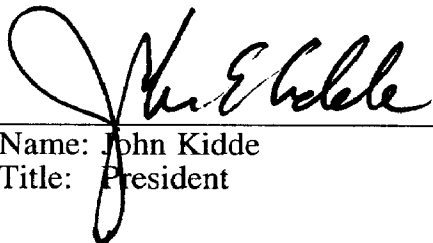
ASSIGNOR further agrees to execute and have executed all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to enable ASSIGNEE to file with the United States Patent and Trademark Office, and to enable the Patent and Trademark Office to duly record, this instrument of assignment whereby the Marks are assigned to ASSIGNEE.

ASSIGNOR hereby represents and warrants that, as of the effective date, (i) it was the sole owner of the Marks and the goodwill associated therewith; (ii) it had theretofore granted no other licenses to any other party to use the Marks; (iii) it was not then aware of any third party who had asserted a claim of any ownership right, title and interest in the Marks, or any of them, or any other rights or interests therein which were adverse to those of ASSIGNOR; and (iv) that it was not a party to any prior agreement, nor had it made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks which was breached or otherwise violated by the assignment of the Marks. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its then duly authorized corporate officer as of the effective date who hereby acknowledges the aforesaid oral assignment.

SONA & HOLLEN FOODS, INC.
("ASSIGNOR")

Date: 11/14/02


By: 
Name: John Kidde
Title: President

State of CALIFORNIA }
County of LOS ANGELES } SS

On this 14th day of NOVEMBER 2002, before me, KATHRYN RILEY, the undersigned Notary Public, personally appeared JOHN E. KIDDE

personally known to me OR
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary's Signature

