

01-02-2003

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



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

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

1. Name of conveying party(ies):

The J. M. Smucker Company

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

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

2. Name and address of receiving party(ies)

Name: Smucker Fruit Processing Company

Internal Address:

Street Address: Strawberry Lane

City: Orrville State: OH Zip: 44667-0280

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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: 05-01-02

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

A. Trademark Application No.(s) See attached Schedule

B. Trademark Registration No.(s) See attached Schedule

Additional number(s) attached Yes No

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

Name: Kristin J. Frost

Internal Address:

Calfee, Halter & Griswold LLP

Street Address: 1400 McDonald Investment Ctr.

800 Superior Avenue

City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved:

76

7. Total fee (37 CFR 3.41): \$ 1,915.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

12/31/2002 DBYRNE 00000186 1718416

01 FC: 0521 02 FC: 0522

Name of Person Signing

Kristin J. Frost Signature

12/23/02 Date

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

8

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

TRADEMARK REEL: 002642 FRAME: 0456

Exhibit B
Trademarks and Service Marks

| Trademark | Registration Number | Registration Date |
|------------------------|----------------------------|--------------------------|
| Adams | 1,718,416 | 9/22/1992 |
| Adams No-Stir | 1,753,334 | 2/16/1993 |
| Bagel Toppers | 2,046,522 | 3/18/1997 |
| Baking Healthy | 2,091,925 | 8/26/1997 |
| Banner Logo | 1,637,019 | 3/5/1991 |
| Banner Logo | 1,637,033 | 3/5/1991 |
| Banner Logo | 2,201,817 | 11/3/1998 |
| Banner w/Smucker's | 1,557,017 | 9/19/1989 |
| Berry Patch | 1,499,807 | 8/9/1988 |
| Cap Design | 2,235,411 | 3/23/1999 |
| Cap Design | 2,235,410 | 3/23/1999 |
| Country Inn Classics | 2,155,529 | 5/5/1998 |
| Country Sides | 2,086,343 | 8/5/1997 |
| Coventry Gardens | 2,149,784 | 4/7/1998 |
| Dickinson Family The | 1,128,390 | 12/25/1979 |
| Dickinson's Script | 686,435 | 10/6/1959 |
| Dickinson's Word | 2,300,057 | 12/14/1999 |
| Dutch Girl (Words) | 2,077,247 | 7/8/1997 |
| Dutch Girl Logo | 322,183 | 2/26/1935 |
| Evergreen Collection | 1,864,344 | 11/22/1994 |
| Fruit du Soleil | 2,079,975 | 7/15/1997 |
| Fruit 'n Maple | 1,435,142 | 3/31/1987 |
| | | |
| Gingham Band | 1,254,673 | 10/18/1983 |
| Gingham | 1,149,068 | 3/24/1981 |
| Gingham | 2,157,488 | 5/12/1998 |
| Gingham | 2,179,287 | 8/4/1998 |
| Gingham | 1,416,176 | 11/4/1986 |
| Goober Grape | 1,300,803 | 10/16/1984 |
| Goober Honey | 1,509,392 | 10/18/1988 |
| Goober Strawberry | 1,461,157 | 10/13/1987 |
| Goober Striped Product | 2,478,798 | 8/21/2001 |
| Goober | 1,498,820 | 8/2/1988 |
| Heart Design | 2,223,098 | 2/9/1999 |
| House Design | 2,029,153 | 1/7/1997 |
| Incredible Uncrustable | 2,241,603 | 4/27/1999 |

| Trademark | Registration Number | Registration Date |
|-----------------------------------------------|--------------------------------|--------------------------|
| It Has to Be Good | 2,297,948 | 12/7/1999 |
| Jar Design | 1,409,640 | 9/16/1986 |
| Kitchen King | 974,089 | 11/27/1973 |
| Laura Scudder's | 1,810,946 | 12/14/1993 |
| Lost Acres | 1,078,517 | 11/29/1977 |
| Magic Shell | 1,121,974 | 7/10/1979 |
| Mary Ellen | 560,896 | 7/01/1952 |
| Pacific Mountain | 1,754,571 | 2/23/1993 |
| Plate Scapers | 2,373,880 | 8/1/2000 |
| Purely Fruit | 2,285,547 | 10/12/1999 |
| Purely the Finest | 1,482,523 | 3/29/1988 |
| R-Line | 1,611,416 | 8/28/1990 |
| Simply 100% Fruit | 2,233,522 | 3/23/1999 |
| Simply Fruit | 1,493,340 | 6/21/1988 |
| Simply Smucker's Service Mark | 2,298,997 | 12/7/1999 |
| Slenderella | 672,285 | 1/6/1959 |
| Smucker's Baking Healthy | 2,076,295 | 7/1/1997 |
| Smucker's Family-Made Cap Design | 2,235,411 | 3/23/1999 |
| Smucker's Family-Made Cap Design | 2,235,410 | 3/23/1999 |
| Smucker's Puckers | 2,430,420 | 2/20/2001 |
| Smucker's Service Mark | 1,918,604 | 9/12/1995 |
| Smucker's | 2,122,410 | 12/16/1997 |
| Smucker's | 506,885 | 2/22/1949 |
| Smucker's | 753,791 | 7/30/1963 |
| Smucker's | 890,992 | 5/12/1970 |
| Special Recipe | 1,614,092 | 9/18/1990 |
| Special Reserve | 1,503,164 | 9/6/1988 |
| Spreadin' Honey | 1,302,978 | 10/30/1984 |
| Strawberry Logo | 1,682,515 | 4/7/1992 |
| Strawberry Logo | 1,682,517 | 4/7/1992 |
| The spread that makes bread smile! | 2,609,429 | 5/23/2001 |
| Turtle Magic Shell Design | 2,178,345 | 8/4/1998 |
| Uncrustables | 2,473,056 | 7/31/2001 |
| With a name like Smucker's it has to be good! | 850,303 | 6/4/1968 |
| With a name like Smucker's it has to be good! | 2,122,409 | 12/16/1997 |

Exhibit B
Trademarks and Service Marks
Trademark Applications

| Trademark | Application Serial Number | Filing Date |
|------------------------------------------|--------------------------------------|--------------------|
| Gingham Design | 76/137,729 | 10/2/2000 |
| Roundwiches | 76/047,950 | 5/15/2000 |
| Sandwich Design | 76/184,192 | 12/21/2000 |
| Sandwich Design (2 Dimensional Image) US | 76/336,653 | 11/14/2001 |
| Smucker's Snackers | 75/614,066 | 12/28/1998 |
| | | |
| Roundwiches | 76/047,950 | 05/15/2000 |

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") effective as of May 1, 2002 (the "Effective Date"), is by and between The J. M. Smucker Company, an Ohio corporation (the "Assignor") and Smucker Fruit Processing Company, a California corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor has invented, patented, acquired, adopted, used and is using, purchased, written, developed, controls, and owns certain domestic patents, trademarks, trade names, service marks, copyrights, technology, trade secrets, secret processes, "know-how" and information as more specifically set forth on Exhibits A through E attached hereto (collectively, the "Intellectual Property") and desires to assign its entire right, title and interest in and to this Intellectual Property to Assignee;

WHEREAS, the Assignee desires to acquire all rights, titles and interest in and to Assignor's Intellectual Property.

NOW THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the Assignor and Assignee hereby agree as follows:

ARTICLE I

ASSIGNMENT

For value received, and subject to the terms and conditions of any existing legally binding agreements, licenses, and/or encumbrances, the Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire domestic right, title, and interest Assignor has in and to all of its Intellectual Property, including, without limitation:

- a) all patents, inventions or improvements thereto as listed on Exhibit A, which is attached hereto and incorporated herein;
- b) all trademarks and service marks listed on Exhibit B, which is attached hereto and incorporated herein, together with the goodwill of the business symbolized by the trademarks and service marks, the registration of same, and any rights to renewal;
- c) all copyrights, and the rights to renewal or extension of the copyrights, listed on Exhibit C, which is attached hereto and incorporated herein;

- d) all tradenames listed on Exhibit D, which is attached hereto and incorporated herein , together with the goodwill of the business symbolized by the tradenames, the registration of the tradenames, and the right to renewal;
- e) all technology, trade secrets, secret processes, information and all other "know-how" listed on Exhibit E, which is incorporated herein in full by reference; and
- f) any and all other domestic patents, trademarks (together with the goodwill symbolized by the trademarks), trade names, copyrights, know-how, trade secrets, secret processes and information of whatever kind or nature not specifically listed above, whether or not currently used in the conduct of Assignor's business, provided that a unilateral transfer thereof is not precluded by the terms and conditions of an existing legally binding agreement and further provided that the transfer is subject to all existing licenses and other encumbrances.

ARTICLE II

It is expressly agreed that this Assignment is not merely of the rights to tangible evidence of information such as blueprints, drawings, or other physical material on which the Intellectual Property is recorded, but it is an assignment and transfer of any and all right, title and interest Assignor has in the Intellectual Property of both a physical and intangible nature, including any and all rights to prosecute past, current, and future infringements associated with this Intellectual Property.

ARTICLE III

Assignor represents and warrants that the Intellectual Property assigned and transferred pursuant to this Assignment is owned by Assignor, that Assignor has the exclusive right to use, transfer and assign this Intellectual Property, and that any and all patents, trademarks, service marks, trade names, and copyrights are valid and in force.

ARTICLE IV

Assignor requests and directs any duly authorized official to issue any patent on any inventions or improvements, or resulting from the improvements, to Assignee or its successors or assigns.

ARTICLE V

Assignor agrees that, on request and at Assignee's expense, it will communicate to Assignee or its representatives or nominees, any facts known to Assignor respecting the Intellectual Property, and will testify in any legal proceeding, execute divisional, continuing, and reissue applications and other documents, and otherwise do everything possible to aid Assignee, or its successors, assigns, and nominees, to obtain and enforce protection for the Intellectual Property within the United States.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on their behalf by their duly authorized representatives as of the Effective Date.

The J. M. Smucker Company

ASSIGNOR

By: 

Name: Steven J. Ellcessor

Title: Vice President – Finance and
Administration, Secretary and Chief
Financial Officer

Smucker Fruit Processing Company

ASSIGNEE

By: 

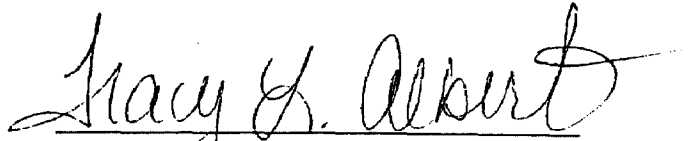
Name: Timothy P. Smucker

Title: Chairman

STATE OF OHIO

COUNTY OF WAYNE

The foregoing assignment was acknowledged before me this 12th day of December 2002,
by Steven J. Ellcessor of The J. M. Smucker Company an Ohio corporation,
on behalf of the corporation.



Notary Public

TRACY L. ALBERT

Notary Public, State of Ohio

My Commission Expires March 9, 2004