

04-04-2003



102410199

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

1. Name of conveying party(ies):

Burns Philp Food Inc. 4.1.03

- Individual(s) Association General Partnership Limited Partnership Corporation-State California 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: February 19, 2003

2. Name and address of receiving party(ies)

Name: Fleischmann's Vinegar Company, Inc.

Internal Address:

Street Address: 14722 Anson Avenue Santa Fe

City: Springs State: CA 90670

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1827917

Additional number(s) attached Yes No

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

Name: Donna R. Gasiorowski Senior Legal Assistant to

Internal Address: Daniel Lin KIRKLAND & ELLIS

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account any over payment or under payment

8. Deposit account number:

22-0440

(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.

Donna R. Gasiorowski Name of Person Signing

Signature

4/1/03 Date

Total number of pages including cover sheet, attachments, and document: 3

cc: Daniel Lin, Esq. 40420-1

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

OFFICE OF PATENT RECORDS AND COMMUNICATIONS APR 1 11 2:11 PM 90670 FINANCE SECTION

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TRADEMARK ASSIGNMENT

WHEREAS, Burns Philp Food Inc., a California corporation having a business address of 240 Larkin Williams Industrial Court, Fenton, MO 63026 ("Assignor") is the owner of the trademark CRYSTAL SELECT, U.S. Registration No. 1827917 (the "Trademark"); and

WHEREAS, Fleischmann's Vinegar Company, Inc., a California corporation having a business address of 14722 Anson Avenue, Santa Fe Springs, California 90670 ("Assignee") desires to acquire all right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration in or outside the United States based in whole or in part upon said Trademark, and the right to renew the trademark registration, and every priority right that is or may be predicated upon or arise from said Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Trademark of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademark, in accordance with this Trademark Assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby. Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignee's expense, communicate to Assignee any facts relating to the Trademark known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office and/or the equivalent agency in jurisdictions outside the United States, and/or in connection with any litigation involving the Trademark.

