

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McCadam Cheese Company, Inc.		01/31/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Agri-Mark, Inc.
Street Address:	P.O. Box 5800
City:	Lawrence
State/Country:	MASSACHUSETTS
Postal Code:	01842
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	2208995	NEW YORK STATE MCCADAM
Registration Number:	2208953	MCCADAM'S HERITAGE LINE
Registration Number:	2208952	ADIRONDACK RESERVE
Registration Number:	2205729	MCCADAM AN AMERICAN HERITAGE
Registration Number:	953752	MC CADAM
Registration Number:	947669	YANKEE BRAND
Registration Number:	947668	QUALITY
Serial Number:	78169580	COLOSSE CHEESE
Serial Number:	76335056	KUTTER'S

CORRESPONDENCE DATA	
Fax Number:	(860)251-5899
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	860 251 5822
Email:	trademarks@goodwin.com
Correspondent Name:	Patricia C. Gagnon
Address Line 1:	One American Row

OP \$240.00 2208995

Address Line 2: Shipman & Goodwin LLP
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER: AGRI-MARK/MCCADAM

NAME OF SUBMITTER: Catherine F. Intravia

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT OF REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS (the "Assignment") is made as of January 31, 2003, by **MCCADAM CHEESE COMPANY, INC.**, ("Assignor") a New York corporation, in favor of **AGRI-MARK, INC.** ("Assignee"), a Delaware corporation.

NOW THEREFORE, for the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor grants, transfers, conveys and assigns to Assignee all of Assignor's right, title and interest in and to all of the trademark registrations and pending trademark applications listed on Appendix 1 attached hereto and made a part hereof, and (a) renewals of the trademarks, (b) all income, royalties, damages and payments now and later due and/or payable with respect to the trademarks including, without limitation, damages and payments for past, present or future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights relating to the trademarks throughout the world, together with the goodwill of the business connected with and symbolized by the trademarks.

Assignor covenants that it will execute and deliver to Assignee all such further assignments, endorsements and other documents as Assignee may reasonably request for the purpose of effecting transfer of Assignor's title to the trademarks and pending trademarks and/or carrying out the provisions of this Assignment. When information is brought by Assignee to Assignor's attention that others are infringing on the rights granted to Assignee under this Assignment, Assignor shall (at Assignee's cost and expense) cooperate with and provide reasonable assistance to Assignee in protecting those rights.

This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

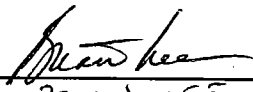
This Assignment may be executed in multiple counterparts, each of which will be deemed an original for all purposes and all of which will be deemed, collectively, as one agreement.

This Assignment will be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws provisions and, where appropriate, applicable federal law.

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


McCADAM CHEESE COMPANY, INC.

By: 
Name: *BRIAN LEE*
Title: *PRESIDENT*

ACCEPTANCE

The undersigned accepts the above Assignment of Registered Trademarks and Pending Trademark Applications.

AGRI-MARK, INC.

By: 
Name: *Paul P. Johnston*
Title: *President*

APPENDIX 1
To
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARKS REGISTERED BY THE U.S. PATENT AND TRADEMARK OFFICE

Trademark	Application Serial No., Registration No.
NEW YORK STATE MCCADAM and Design	75/391,197 2,208,995
MCCADAM'S HERITAGE LINE	75/384,411 2,208,953
ADIRONDACK RESERVE	75/384,410 2,208,952
MCCADAM AN AMERICAN HERITAGE	75/384,409 2,205,729
MCCADAM	72/400,024 953,752
YANKEE BRAND	397,586 947,669
QUALITY and Design	947,668

**PENDING TRADEMARK APPLICATIONS WITH THE
U.S. PATENT AND TRADEMARK OFFICE**

Trademark	Application Serial No.
COLOSSE CHEESE	78/169,580
KUTTER'S	76/335,056