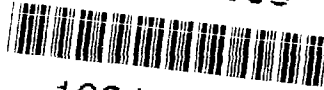


07-17-2003



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

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

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

1. Name of conveying party(ies):
 Fox Run USA, LLC 7-11-03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other New Jersey Limited Liability Company

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

2. Name and address of receiving party(ies)
 Name: Fox Run Holdings, Inc.
 Internal Address: _____
 Street Address: 1907 Stout Drive
 City: Ivyland State: PA Zip: 18974

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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: 6/6/2003

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

B. Trademark Registration No.(s) _____
2,722,788

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Judith R.S. Stern
 Internal Address: Bromberg & Sunstein LLP

 Street Address: 125 Summer Street

 City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Judith R.S. Stern Judith R.S. Stern July 7, 2003
 Name of Person Signing Signature Date

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

07/16/2003 LWEILLER 00000230 2722788 40.00 SP

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

TRADEMARK REEL: 002778 FRAME: 0424

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of the date last executed, below (the "Effective Date"), by and between Fox Run USA, LLC, a limited liability company organized under the laws of New Jersey, with its principal place of business at 1907 Stout Drive, Ivyland, Pennsylvania 18974 (the "Assignor"), and Fox Run Holdings, Inc., a corporation organized under the laws of Delaware, with its principal place of business at 1907 Stout Drive, Ivyland, Pennsylvania 18974 (the "Assignee").

1. Background. Assignor owns the trademark IRONWOOD GOURMET, including formatives of the mark, namely, all marks comprised of or containing IRONWOOD GOURMET, including but not limited to the mark in all colors, styles, fonts, and combination of upper and lower case letters (the "Trademarks"). The trademark IRONWOOD GOURMET is the subject of a pending application in the United States Patent and Trademark Office, Application Serial No. 76,275,197. Assignee wishes to acquire the Trademarks together with the goodwill associated therewith. Assignor wishes to assign the Trademarks and Assignee wishes to accept such assignment on the terms and conditions set forth in this Assignment.

2. Grant. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks and renewals thereof, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement thereto, together with the goodwill symbolized by the Trademarks.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be

necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. Should Assignor fail to take such steps or execute such documents promptly upon request, Assignor authorizes Assignee to take such steps and execute such documents in Assignor's name and on Assignor's behalf, and Assignor hereby irrevocably appoints Assignee its power of attorney for same. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed effective as of the Effective Date.

FOX RUN USA, LLC

By: *Lynn Nowicki*
Name: Lynn Nowicki
Title: President and Chief Executive Officer

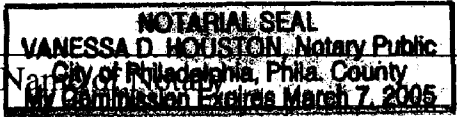
Date: 6/6/, 2003

CERTIFICATE OF ACKNOWLEDGMENT

COUNTRY OF UNITED STATES OF AMERICA
STATE OF PENNSYLVANIA
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18 day of June, 2003, Lynn Nowicki personally appeared and who being by me duly sworn, deposes and says that she is the President and Chief Executive Officer of Fox Run USA, LLC and that she is authorized to sign and has signed the foregoing instrument as such President and Chief Executive Officer of Fox Run USA, LLC and that she acknowledges such signing to be the free act and deed of Fox Run USA, LLC.

Vanessa D. Houston
Notary Public

Print or Stamp 

My Commission Expires _____

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