

TRADEMARK ASSIGNMENT

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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
The Whipple Company		01/20/2004	Massachusetts Business Trust: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Allied Old English, Inc.
Street Address:	100 Markley Street
City:	Port Reading
State/Country:	NEW JERSEY
Postal Code:	07064
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	1874026	GRANDMOTHER'S
Registration Number:	1973990	GRANDMOTHER'S FINE FOODS SINCE 1899
Registration Number:	1973991	GRANDMOTHER'S FINE FOODS SINCE 1899
Registration Number:	767258	KNI-CEST
Registration Number:	413325	GRANDMOTHER'S
Registration Number:	413240	GRANDMOTHER'S
Registration Number:	407493	GRANDMOTHER'S
Registration Number:	57618	GRANDMOTHER'S

CORRESPONDENCE DATA	
Fax Number:	(973)530-2225
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973 530 2025
Email:	pnussbaum@wolffsamson.com
Correspondent Name:	Peter Nussbaum
Address Line 1:	One Boland Drive

OP \$215.00 1874026

Address Line 4: West Orange, NEW JERSEY 07052

ATTORNEY DOCKET NUMBER:

ALLIED/WHIPPLE

NAME OF SUBMITTER:

Peter Nussbaum

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment entered into as of January 20, 2004 is, by and between The Whipple Company, a Massachusetts business trust, having a principal place of business located at 58 North Main Street, Natick, Massachusetts 01760 (hereinafter referred to as "Whipple" or "Assignor") and Allied Old English, Inc., a New Jersey Corporation, having a principal place of business located at 100 Markley Street, Port Reading, New Jersey 07064 (hereinafter referred to as "Assignee" or "Allied").

WHEREAS, ASSIGNOR is the owner of the following United States trademark registrations:

Registration No.	Trademark
1,874,026	GRANDMOTHER'S
1,973,990	GRANDMOTHER'S FINE FOODS SINCE 1899 & Design
1,973,991	GRANDMOTHER'S FINE FOODS SINCE 1899 & Design
767,258	KNI-CEST
413,325	GRANDMOTHER'S (stylized)
413,240	GRANDMOTHER'S (stylized)
407,493	GRANDMOTHER'S (stylized)
57,618	GRANDMOTHER'S

(collectively the "Registered Marks"); and

WHEREAS, ASSIGNOR is the owner of the following common law trademarks and service marks:

FRESHBREW FLAVORS used in connection with portion-pack coffee flavors;

SLOAN TAVERN used in connection with specialty mustards;

CELEBRATING 100 YEARS OF QUALITY 1899-1999 and banner design used in connection with Assignor's entire line of goods; and

THE WHIPPLE CO. and Design used in connection with Assignor's entire line of goods and services;

(collectively, the "Common Law Marks"); and

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR'S entire right, title and interest in and to the Registered Marks and Common Law Marks;

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Asset Purchase Agreement dated December 26, 2003 whereby Assignor has sold and assigned to Assignee certain assets including the Registered Marks and Common Law Marks and it is a condition of closing of the Asset Purchase Agreement that Assignor execute this Trademark Assignment;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE, its successors, assigns and legal representatives the entire right, title and interest in and to the Registered Marks and Common Law Marks (collectively referred to as the "Marks"), together with all of the goodwill of the business symbolized by the Marks and all causes of action arising prior to or after the date hereof for infringement of the Marks, and all claims for damages for past infringement of the same.

ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to

perfect and/or record such right, title and interest in ASSIGNEE, it successors, assigns and legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment this 20th day of January, 2004.

The Whipple Company

By: Andrew D. Crain

Title: Andrew D. Crain; President + Trustee

State of Massachusetts :

: ss.:

County of Suffolk :

On this 20th day of January, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Andrew O. Crain, to me well known and known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Mary Ann Kramer
Notary Public

My Commission Expires: 6/9/06