

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Stone Mill Foods, Inc.		08/05/2000	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Reser's Fine Foods, Inc.
Street Address:	15570 S.W. Jenkins Road
City:	Beaverton
State/Country:	OREGON
Postal Code:	97006
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	75768305	STONE MILL FOODS

CORRESPONDENCE DATA	
Fax Number:	(302)658-5614
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	302-658-9141
Email:	csr@cblhlaw.com
Correspondent Name:	Connolly Bove Lodge & Hutz LLP
Address Line 1:	P. O. Box 2207
Address Line 4:	Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:	21852-26
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NAME OF SUBMITTER:	Michael L. Lovitz, Esq.
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Total Attachments: 2 source=Resers-Stonemill1#page1.tif source=Resers-Stonemill2#page1.tif

CH \$40.00 75768305

TRADEMARK ASSIGNMENT

WHEREAS, Stone Mill Foods, Inc., a Washington corporation ("Assignor"), with an address of 22613 76th Avenue South, Kent, Washington 98032, is the owner of all right, title, and interest in the Trademarks listed on Exhibit "A," which exhibit is made a part hereof and incorporated herein by reference; and

WHEREAS, Reser's Fine Foods, Inc., an Oregon corporation ("Assignee"), with an address of 15570 SW Jenkins Road, Beaverton, Oregon 97006, is desirous of acquiring the aforesaid Trademarks, together with the goodwill of the business appurtenant thereto.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey, and transfer unto the said Assignee the entire right, title, and interest in and to the aforesaid Trademarks listed on Exhibit "A" hereto, together with all income, royalties, and damages, now or hereafter due or payable, with respect to the Trademarks, the goodwill of the business symbolized by the Trademarks and the registrations and applications therefor.

Assignor further assigns unto Assignee all right to sue for and to receive all damages accruing from present, future, and past infringements of the Trademarks.

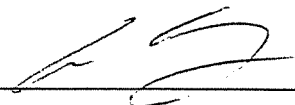
Assignor undertakes that upon the request of Assignee or its designees, it and/or its successor in business, shall make all rightful oaths, testify on behalf of Assignor or its designees in matters involving the subject trademarks and do all other lawful acts necessary to carry out the intent of this assignment, as well as to provide such other material, information, and assistance to Assignee or its designees, as will be considered necessary in connection therewith.

IN WITNESS WHEREOF, the undersigned has caused this assignment to be executed effective as of August 5, 2000.

Stone Mill Foods, Inc.

By

Title:



President

EXHIBIT "A"

A. UNITED STATES TRADEMARKS

TRADEMARK NAME	REG. NO.	REG. DATE	COUNTRY
Stone Mill Foods	1,757,058	03/09/93	USA
Stone Mill Foods	1,754,059	02/23/93	USA
Muy Bueno	2,002,008	06/29/95	USA
			USA
			USA
			USA
			USA

B. UNITED STATES PENDING APPLICATIONS:

TRADEMARK NAME	SERIAL NO.	FILING DATE	COUNTRY
Stone Mill Foods	75/768305	08/05/99	USA

C. CANADIAN TRADEMARK: Stone Mill Foods