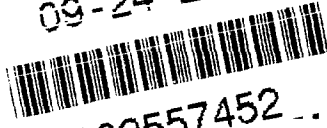


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

REI

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

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): Goodman Manufacturing Company 9.17.03
Individual(s) Association
General Partnership Limited Partnership
Corporation-Missouri
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Goodman Flavors, Inc.
Internal Address:
Street Address: 382 River Oaks Drive
City: Nixa State: MO Zip: 65714
Individual(s) citizenship
Association
General Partnership
Limited Partnership
X Corporation-State - Missouri
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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: August 4, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,223,763

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joseph L. Johnson
Internal Address:
Street Address: 1845 S. National, P.O. Box 4288
City: Springfield State: Missouri Zip: 65808-4288

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$40
X Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 12-0600
(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.
Joseph L. Johnson
September 12, 2003
Name of Person Signing Signature Date

09/23/2003 DBYRNE 00000045 2223763

Total number of pages including covers sheet, attachments, and documents

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

GOODMAN'S

ASSIGNMENT

In consideration of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, **GOODMAN MANUFACTURING CO.**, a Missouri corporation, having its principal place of business at 12125 State Highway, Post Office Box 294, Carthage, Missouri 64836 (hereinafter "*Assignor*"), hereby assigns to **GOODMAN FLAVORS, INC.**, a Missouri corporation, having its principal place of business at 382 River Oaks Drive, Nixa, Missouri 65714 (hereinafter "*Assignee*"), its successors and assigns, the entirety of its right, title and interest in the trademark and service mark GOODMAN'S, and all good will associated with that mark. The mark is more particularly described as originally disclosed in an application for Registration of Trademark, Serial No. 75/316972, which was filed in the United States Patent and Trademark Office on June 30, 1997, and which registered February 16, 1999, as Registration Number 2,223,763, and any and all other applications for Registration of Trademark which the undersigned may file, either solely or jointly with others, for a derivative or association mark and in any and all Trademark Registrations for derivative or association marks. Nothing in this Assignment limits the transfer of rights from Assignor to Assignee.

Assignor asserts that it knows of no prior or existing claims of infringement against the mark GOODMAN'S. Assignor asserts that it knows of no reason that Assignee can not legally own the mark GOODMAN'S by this assignment, including the right to seek registration of the same with the United States Patent and Trademark Office.

Further, Assignor hereby assigns to Assignee all rights and interest in all intellectual property owned or controlled by Assignor, whether under common law, statute or similar law, including, but not limited to, trademarks, copyrights, designs, images,

appearances, likenesses and all goodwill associated with the GOODMAN'S mark and which Assignor has associated with the manufacturing and marketing of food flavorings and related products.

For said considerations the Assignor hereby agrees, upon the request, and at the expense of said Assignee, its successors and assigns, to execute any and all trademark applications or other documents necessary to prosecute and protect the trademark and service mark GOODMAN'S as well as all other intellectual property transferred by this agreement.

Assignor retains no rights to the mark GOODMAN'S and acknowledges that this assignment of rights includes all good will associated with the mark. Assignor acknowledges the rights of Assignee in the mark GOODMAN'S upon execution of this Assignment.

ASSIGNOR:

GOODMAN MANUFACTURING CO.

By: Connie Goodman President

Date 8/4/03

ASSIGNEE:

GOODMAN FLAVORS, INC.

By: Michael D. Kurney President

Date: 8-4-2003