

10-10-2003

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

1. Name of conveying party(ies): **9.15.03**  
 Sona & Hollen Foods, Inc.  
 3712 Cerritos Avenue  
 Los Alamitos, CA 90720  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation – (a California corporation)  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
 Ventura Foods, LLC  
 40 Pointe Drive  
 Brea, CA 92821  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State \_\_\_\_\_



09-15-2003

U.S. Patent & TMO/TM Mail Rpt Dt. #74

Add'l name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Nunc Pro Tunc Assignment

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)

Execution Date: September 12, 2003

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.  
 2,009,883  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Dax Alvarez  
 Internal Address:  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN  
 Street Address: 12400 Wilshire Boulevard  
Seventh Floor  
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: 1

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

8. Deposit account number:  
02-2666

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.*

Dax Alvarez

September 12, 2003

Date

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3514, on 9/12/03

Total number of pages including cover sheet, attachments, and document: 5

Signature JEREMY HART Date 09/12/03

10/09/2003 EBSRPER 0000051 0009942 49.00 DP  
 01 FC: 6521

**NUNC PRO TUNC**

**ASSIGNMENT OF TRADEMARK**

**AND**

**THE UNITED STATES REGISTRATION THEREOF**

WHEREAS, SONA & HOLLEN FOODS, INC., a corporation organized and existing under the laws of the State of California, formerly having a principal place of business at 3712 Cerritos Avenue, Los Alamitos, California 90720 (hereinafter "ASSIGNOR"), acquired, adopted and used, and thereby, owned all rights, title and interests in and to the trademark LINDY'S and United States Registration thereof, namely, U.S. Registration No. 2,009,883 (hereinafter the "Mark"), along with the goodwill of the businesses appurtenant to said Mark.

WHEREAS, on or about June 26, 2000 (hereinafter the "Effective Date"), by virtue of an oral assignment, the Mark was acquired by VENTURA FOODS, LLC, a limited liability company organized and existing under the laws of the State of California, having a principal place of business at 40 Pointe Drive, Brea, California 92821 (hereinafter referred to as "ASSIGNEE") from ASSIGNOR.

WHEREAS, ASSIGNEE desires to formalize its acquisition of the entire right, title and interest in and to the Mark and the attendant goodwill symbolized thereby, nunc

pro tunc the Effective Date, and further to correctly, fully, and completely reflect the proper chain of title in and to the Mark in the records of the United States Patent and Trademark Office.

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that ASSIGNOR, does hereby expressly acknowledge its prior assignment of the Mark to ASSIGNEE on the Effective Date, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer until ASSIGNEE, its successors, assigns and legal representative, nunc pro tunc the Effective Date, the full and entire right, title, and interest in and to the Mark identified hereinabove, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE immediately and all the rights to bring any action for post, present and future infringements of the Mark and to recover any damages and settlements therefrom.

Further, ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Mark.

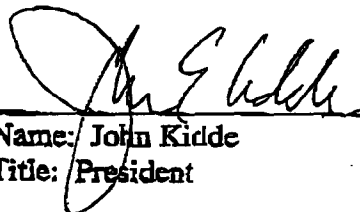
ASSIGNOR further agrees to execute and have executed all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to enable ASSIGNEE to file with the United States Patent

and Trademark Office, and to enable the Patent and Trademark Office to duly record, this instrument of Assignment whereby the Mark is assigned to ASSIGNEE.

ASSIGNOR hereby represents and warrants that, as of the effective date, (i) it was the sole owners of the Mark and the goodwill associated therewith; (ii) it had theretofore granted no other licenses to any other party to use the Mark; (iii) it was not then aware of any third party who had asserted a claim of ownership right, title and interest in the Mark, or any of them, or any other rights or interests therein which were adverse to those of ASSIGNOR; and (iv) that it was not a party to any prior agreement, nor had it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark which was breached or otherwise violated by the assignment of the Mark. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

SONA & HOLLEN FOODS, INC.  
("ASSIGNOR")

Date: 9-12-03

By:   
Name: John Kidde  
Title: President 