


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Agway, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Del Monte Fresh Produce N.A., Inc.</u> Internal Address: _____ Street Address: <u>241 Sevilla Avenue</u> City: <u>Coral Gables</u> State: <u>FL</u> Zip: <u>33134</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Florida</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ Execution Date: <u>12/22/03</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____			B. Trademark Registration No.(s) _____ <u>Canada Trademark Reg. No. 571660</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Pablo Meles, Esq.</u> Internal Address: _____ <u>Akerman Senterfitt</u> _____ Street Address: <u>222 Lakeview Avenue, 4th Floor</u> _____ City: <u>West Palm Beach</u> State: <u>FL</u> Zip: <u>33401</u>			6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0951</u>		
DO NOT USE THIS SPACE					
9. Signature. Pablo Meles, Esq. _____ Name of Person Signing <div style="text-align: center;"> Signature</div> <div style="text-align: right;"><u>Apr. 130, 2004</u> Date</div> <div style="text-align: center; margin-top: 10px;">Total number of pages including cover sheet, attachments, and document: 6</div>					

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

CH \$40.00 500961 0671660

TRADEMARK ASSIGNMENT

(Agway as Assignor)

THIS TRADEMARK ASSIGNMENT ("*Assignment*"), dated as of December 22, 2003, is made by and between AGWAY, INC., a corporation organized under the laws of the State of Delaware, with an address at P.O. Box 4933, Syracuse, NY 13221 ("*Agway*") and DEL MONTE FRESH PRODUCE N.A., INC., a corporation organized under the laws of the State of Florida, with an address at 241 Sevilla Avenue, Coral Gables, FL 33134 ("*Del Monte*").

WHEREAS, Agway and Del Monte have entered into that certain Asset Purchase Agreement dated as of December 15, 2003 (the "*Asset Purchase Agreement*") pursuant to which Agway has agreed to sell, transfer and assign to Del Monte the trademark registrations and applications for trademark registration listed on Schedule A (the "*Assigned Trademarks*"); and

WHEREAS, Del Monte desires to acquire, and Agway is willing to assign, the Assigned Trademarks.

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Agway does hereby sell, assign and transfer to Del Monte, its entire right, title and interest in and to the Assigned Trademarks together with the goodwill connected with and symbolized by the Assigned Trademarks, free and clear of all Liens to the maximum extent provided in the Sale Order, the same to be held and enjoyed by Del Monte for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Agway if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. The assignment set forth in paragraph 1 of this Assignment is subject to all licenses and other rights in and to the Assigned Trademarks previously granted to any third Persons that are in effect as of the date of this Assignment.
3. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Del Monte as the assignee and owner of the Assigned Trademarks.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.
5. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Agway and Del Monte have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

AGWAY, INC.

By: 

Name:

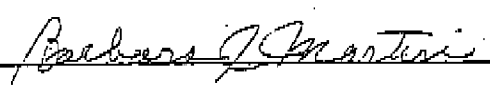
Roy LUBETKIN

Title:

VP.

ATTESTATION OF WITNESS.

I, Barbara Martin, whose full post office address is PO Box 4933, Syracuse NY 13221, was personally present and did see Roy Lubetkin, who is personally known to me, execute the above assignment.



DEL MONTE FRESH PRODUCE N.A., INC.

By: _____

Name:

Title:

ATTESTATION OF WITNESS.

I, _____, whose full post office address is _____, was personally present and did see _____, who is personally known to me, execute the above assignment.

IN WITNESS WHEREOF, Agway and Del Monte have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

AGWAY, INC.

By: _____

Name:

Title:

ATTESTATION OF WITNESS.

I, _____, whose full post office address is _____, was personally present and did see _____, who is personally known to me, execute the above assignment.

DEL MONTE FRESH PRODUCE N.A., INC.

By: _____

Name: Han: El-Naby

Title: Pres. Delmont

ATTESTATION OF WITNESS.

I, Jeffrey S. Bailey, whose full post office address is 241 Sevilla Avenue, Coral Gables, FL 33134, was personally present and did see Han: El-Naby, who is personally known to me, execute the above assignment.

SCHEDULE A
TO
TRADEMARK ASSIGNMENT AGREEMENT

Assigned Trademarks

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date
Country Best	US	75/378995	10/24/97	-	-
Country Best	US	75/428424	02/03/98	-	-
Country Best	US	74/103991	10/09/90	220004	10/27/98
Country Best	CA	1100367	04/23/01	571660	12/04/02
Country Best	US	72/234865	12/20/65	825391	03/07/67
Best of the West	US	73/712494	02/22/88	1538360	05/09/89
Best of the West	US	73/712428	02/22/88	1540747	05/23/89