

Commissioner of Patents & Trademarks **BOX ASSIGNMENTS** Washington, D.C. 20231

FORM PTO-1618A (Rev. 6-89)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
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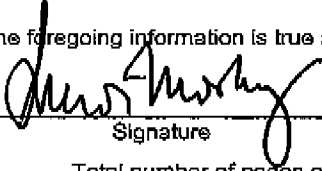
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

<p>1. Submission Type</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<p>2. Name of Conveying Party(ies): BIRDS EYE FOODS, INC. 90 Linden Oaks Rochester, NY 14602</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>DELAWARE</u> <input type="checkbox"/> Other: _____</p> <p>Additional Name(s) of conveying attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Name and Address of Receiving Party(ies): Name: GILSTER-MARY LEE CORP. Street Address: 1037 State Street City: Chester State: Illinois Zip: 62233</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation <u>MISSOURI</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>4. Nature of conveyance:</p> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ <p>Effective Date: <u>MARCH 15, 2003</u></p>

<p>5. Application number(s) or registration number(s):</p> <p>A. Trademark Applicant No.(s) _____</p>	<p>B. Trademark Registration No.(s) 1,809,437 1,760,754</p> <p>Additional Sheet attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>6 Name and address of party to whom correspondence concerning this matter should be mailed:</p> <p style="text-align: center;">CUSTOMER NUMBER 00136 JACOBSON HOLMAN 400 7th Street, N.W. Washington, DC 20004 Tel. 202-638-6666</p> <p>Attorney Docket No. <u>8383/T34015,16,17</u></p>	<p>7. Number of applications and registrations involved: 2</p> <p>8. Total fee (37 CFR 3.41)..... \$ <u>65</u></p> <input checked="" type="checkbox"/> Credit Card Payment Form enclosed <input checked="" type="checkbox"/> Should this form become detached or the amount be insufficient, please charge our Deposit Account, No. 06-1358
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DO NOT USE THIS SPACE

<p>10. 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.</p> <p>Simor L. Moskowitz _____ Name of Person Signing</p>	 _____ Signature	<p><u>May 6, 2004</u> _____ Date</p> <p>Total number of pages excluding cover sheet: 2</p>
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OP \$65.00 1809437

TRADEMARK ASSIGNMENT

WHEREAS, Birds Eye Foods, Inc., a Delaware corporation ("ASSIGNOR"), is the owner of the entire right, title and interest in and to the trademarks listed on attached Schedule A (hereinafter the "Trademarks") together with any registrations, applications and the goodwill of the business associated therewith; and

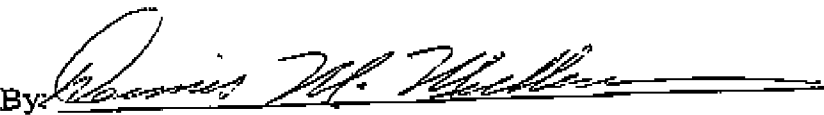
WHEREAS, Gilster-Mary Lee Corp., a Missouri corporation ("ASSIGNEE"), desires to acquire ASSIGNOR's entire right, title and interest in and to the Trademarks worldwide, together with the goodwill of the business associated therewith;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment of ASSIGNEE to ASSIGNOR of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to the Trademarks, together with the goodwill of the business associated therewith.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale. ASSIGNOR agrees to execute and deliver at the request of ASSIGNEE, all papers, instruments, and assignments, and to perform any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR's rights, title, and interest in and to the Trademarks to the ASSIGNEE.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the
15th day of March, 2003.

BIRDS EYE FOODS, INC., ASSIGNOR

By: 
Name: Dennis Mullen
Title: President and CEO

MW688890_1

SCHEDULE A

Mark	Country	App. #	Reg. #	Date
POPS-RITE	Brazil	817578960		10/21/1993
POPS-RITE	Dominican Republic		88,204	4/15/1992
POPS-RITE	Federation of Russia		124593	3/15/1995
POPS-RITE	France		1474607	7/14/1998
POPS-RITE	Hungary		161 619	4/9/1997
POPS-RITE	Nicaragua		38,975 C.C.	10/9/1998
POPS-RITE	Peru		027346	7/11/1996
POPS-RITE	Sweden		241148	10/21/1992
POPS-RITE	United States		1,809,437	12/7/1993
POPS-RITE	Venezuela	18541/93		10/11/1993
POPS-RITE (Series of Two Marks)	United Kingdom		2,043,333	11/1/1995
POPS-RITE	Peru		36825	6/19/1997
HEART OF THE EAR	Nicaragua		38,974 C.C.	10/9/1998
HEART OF THE EAR	United States		1,760,754	3/23/1993