

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Chef Solutions Inc.		06/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Pennant Foods Company
Street Address:	1050 Warrenville Road
City:	Lisle
State/Country:	ILLINOIS
Postal Code:	60532
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2109095	
Registration Number:	1758563	
Registration Number:	2233648	CAFE PAPPION
Registration Number:	2183399	LA FRANCAISE
Registration Number:	2181811	LA FRANCAISE BAKERY
Registration Number:	1436575	LA FRANCAISE CROISSANT
Registration Number:	1429608	LA FRANCAISE CROISSANT FINE BAKED GOODS IN THE EUROPEAN TRADITION

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-2000
 Email: dgasiorowski@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 200 East Randolph Drive
 Address Line 2: Suite 5300
 Address Line 4: Chicago, ILLINOIS 60601

TRADEMARK

REEL: 002885 FRAME: 0464

CH \$190.00 2109095

ATTORNEY DOCKET NUMBER:

QUESTOR 38506-3 DRG

NAME OF SUBMITTER:

Donna R. Gasiorowski

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of JUNE 30, 2004 ("Effective Date") by and between Chef Solutions Inc., a Delaware corporation ("Assignor"), and Pennant Foods Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignee and Assignor have entered into a Contribution Agreement dated as of June 10, 2004 (the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Trademarks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all associated goodwill, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

* * * * *

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CHEF SOLUTIONS INC.

PENNANT FOODS COMPANY

By: Dennis Kirby

By: Dennis Kirby

Name: DENNIS KIRBY

Name: DENNIS KIRBY

Title: VICE PRESIDENT

Title: VICE PRESIDENT

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, 2004 there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, 2004 there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

Schedule A
Trademarks

Owner	Trademark	Country	Appl'n No.	Filing Date	Reg. No.	Reg. Date
Chef Solutions Inc.	BUTTERFLY DESIGN	US	75/194793	07-Nov-1996	2109095	28-Oct-1997
Chef Solutions Inc.	BUTTERFLY LOGO	US	74228846	05-Dec-1991	1758563	16-Mar-1993
Chef Solutions Inc.	CAFÉ PAPPION	US	75/364745	29-Sep-1997	2233648	23-Mar-1999
Chef Solutions Inc.	LA FRANCAISE & BUTTERFLY LOGO	US	75/194792	07-Nov-1996	2183399	25-Aug-1998
Chef Solutions Inc.	LA FRANCAISE BAKERY	US	75/194794	07-Nov-1996	2181811	18-Aug-1998
Chef Solutions Inc.	LA FRANCAISE CROISSANT & DESIGN	US	73/564434	21-Oct-1985	1436575	14-Apr-1987
Chef Solutions Inc.	LA FRANCAISE CROISSANT FINE BAKED GOODS	US	73/564428	21-Oct-1985	1429608	17-Feb-1987