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

Tab settings

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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):

ConAgra Frozen Foods, Ltd.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Canadian Corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: May 26, 2003

2. Name and address of receiving party(ies)

Name: ConAgra Grocery Products Ltd.

Internal Address:

Address:

Street Address: 80 Tivertan Ct., Ste. 600

City: Markham State: Ontario Zip: L3R 0G4

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Canadian Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76354579 (ONION FINGERS)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher M. Bikus

Internal Address:

Street Address: Suite 3700 First National Tower, 1601 Dodge St.

City: Omaha State: NE Zip: 68102

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:

(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.

Christopher M. Bikus

Name of Person Signing

Signature

12/29/2003

Date

01/13/2004 ECOMPER 00000174 76354579

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002895 FRAME: 0951

TRADE-MARKS ASSIGNMENT AGREEMENT

This Trade-Marks Assignment Agreement is dated as of 12:01 AM on the 26th day of May, 2003

BETWEEN: ConAgra Frozen Foods Ltd., having its principal place of business at 570 Curé Boivin, Boisbriand, Québec, J7G 2A6;

(hereinafter referred to as "Assignor")

AND: ConAgra Grocery Products Ltd. having its head office at 80 Tiverton Court, Suite 600, Markham, Ontario, L3R 0G4;

(hereinafter referred to as "Assignee")

WHEREAS, the Assignor and the Assignee have entered into a Winding-Up and Dissolution Agreement (the "Winding-Up Agreement") dated as of 12:01 AM on May 26, 2003 pursuant to which the Assignor has agreed to assign and transfer to the Assignee all of its assets and liabilities (the "Transferred Assets");

WHEREAS, the Assignor and the Assignee have agreed to sign and execute all further acts, instruments or documents to evidence any transfer or assignment of the Transferred Assets in accordance with Section 5 of the Winding-Up Agreement.

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Assignment:** The Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee all of the Assignor's rights, title and interest in and to the trade-marks and trade-mark applications described in Schedule 1 and all goodwill related thereto (the "Trade-Marks").
2. **Registration:** The Assignor hereby authorizes the issuance of any and all registrations for the Trade-Marks to the Assignee.
3. **Execution of documents:** The Assignor hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee to obtain any and all registrations for the Trade-Marks and to vest the same in the Assignee.
4. **Counterparts:** This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Governing Law: This agreement shall be governed by, interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

CONAGRA FROZEN LTD.

CONAGRA GROCERY PRODUCTS LTD.

By: Debra L. Keith

By: Debra L. Keith

Name: Debra L. Keith

Name: Debra L. Keith

SCHEDULE 1

TRADE-MARKS

<u>Trade Mark</u>	<u>Status</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>
POGO Design	& Registered	Argentina	2170512	1762113
POGO Design	& Registered	Argentina	2170513	1762135
POGO Design	& Registered	Peoples Republic of China	2000088695	1631133
POGO Design	& Registered	Ecuador	90866	312000
POGO Design	& Registered	Ecuador	9397099	316000
POGO Design	& Pending	Egypt	506702	NA
POGO	Registered	France	667760	1244242
ARTEL	Registered	France	96613263	96613263
ARTEL Design	& Registered	France	96613266	96613266
POGO Design	& Registered	France	003014522	003014522
POGO Design	& Registered	France	96653384	96653384
POGO Design	& Registered	Mexico	278821	546390
ARTEL Design	& Registered	Mexico	278822	546391
ARTEL Design	& Registered	Mexico	278824	546393
ARTEL Design	& Registered	Mexico	278823	546392
POGO Design	& Registered	Mexico	271026	546371
POGO Design	& Registered	Mexico	278820	546389
POGO Design	& Registered	Mexico	291304	548113
POGO Design	& Registered	Peru	80879	56495
POGO Design	& Registered	Peru	070617	51326
POGO Design	& Registered	Poland	Z177901	123597
POGO Design	& Registered	Russian Federation	98715685	181818

TRADE-MARKS	STATUS	CANADIAN APPL. NO.	CANADIAN REG. NO.	UNITED STATES APPL. NO.	UNITED STATES REG. NO.
MINI POGO ET DESSIN	Allowed	1085509		76/428362	
POGO DESIGN (THIS DESIGN NOT IN CANADA)	Registered	N/A	N/A	75/665,486	2311996
POGO ET DESSIN (THIS PARTICULAR DESIGN NOT IN U.S.)	Allowed	1085508		N/A	N/A
DEL MAESTRO & DESSIN	Opposed	1020991		76/339,151	
*DEL MAESTRO	Registered			75/607,718	2591990
*DEL MAESTRO & CHEF DESIGN	Registered			75/607,717	2457976
*DEL MAESTRO	Pending			76/339,146	
CREATIVE CUISINE CRÉATIVE	Allowed	1004081			
PIZZA RISTORANTE PIZZA	Opposed	1004080			
DEL MAESTRO DESSIN	Opposed	0882560		75/607,711	2457975
DEL MAESTRO	Opposed	0855981		76/339,147	
HOOGIE WRAPS	Allowed	0845306			
ONION FINGERS	Allowed	0718591		76/354,579	
PITA SUBS	Allowed	0698212			
POGO	Registered	0299612	TMA 151268	75/665,446	2307631 (owned by ArTel Inc.)

TRADE-MARKS	STATES	CANADIAN APPL. NO.	CANADIAN REG. NO.	UNITED STATES APPL. NO.	UNITED STATES REG. NO.
POGO DESIGN	Registered	0308520	TMA 158800	75/486,665	2311996 (owned by Artel Inc.)
BOY DESIGN	Registered	0308519	TMA 158803		
POGO	Registered	0315777	TMA 167553		
BOY DESIGN	Registered	0315778	TMA 173509		
POGO DESIGN	Registered	0315779	TMA 173510	72/288,929	0870562 (owned by Artel Inc.)
QUICK FESTIN PAR CUISIFRANCE	Registered	0582588	TMA 352080		
CUISIFRANCE & DESSIN	Registered	0577665	TMA 354927		
CUISEXRESS	Registered	0608358	TMA 357053		
DELINEM & DESSIN	Registered	0642814	TMA 376918		
FINE TABLE PAR CUISIFRANCE	Registered	0600824	TMA 380637		
YIN YANG & DESIGN	Registered	0625699	TMA 380704		
BOY & POGO DESSIN	Registered	0734865	TMA 434097		
POGO & DESSIN (THIS PARTICULAR DESIGN NOT IN U.S.)	Registered	0734864	TMA 452967	N/A	N/A
PIZZA BUNS	Registered	0739354	TMA 454579		
POGO & DESSIN (THIS PARTICULAR DESIGN NOT IN U.S.)	Registered	0734863	TMA 458824	N/A	N/A
TASTE OF CHINA	Registered	0734537	TMA 459243		

TRADEMARKS	STATUS	CANADIAN APPL. NO.	CANADIAN REG. NO.	UNITED STATES APPL. NO.	UNITED STATES REG. NO.
SAVEUR DE CHINE	Registered	0736104	TMA 459248		
SAVEUR DE CHINE TASTE OF CHINA & DESSIN	Registered	0807429	TMA 471088		
PIZZA PILLOWS	Registered	0759035	TMA 483995		
TARTE KOOKIE PIE DESIGN	Registered	0839094	TMA 503327		
PIZZA TO GO & DESSIN	Registered	0851510	TMA 503347		
ARTEL	Registered	0806411	TMA 503899	75/091,731	2510750
ARTEL & DESSIN	Registered	0803445	TMA 503900	75/091,735	2510751
PITTS PAINS PIZZA	Registered	0759036	TMA 506055		
QUIK MEALS & DESSIN	Registered	0759536	TMA 506064		
REPAS RAPIDES & DESSIN	Registered	0759535	TMA 506066		
REPAS RAPDES / QUIK MEALS & DESSIN	Registered	0759534	TMA 506067		
CHICKEN POGO AU POULET & DESSIN	Registered	0888381	TMA 523864		
IF POGO IN NOT MARKED ON THE STCK, IT'S NOT A REAL POGO	Registered	1024483	TMA 545896		
SI POGO N'EST PAS MARQUÉ SUR LE BÂTON, CE N'EST PAS UN VRAI POGO	Registered	1024484	TMA 545974		

TRADEMARK