

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Kingsford Products Company		08/03/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The HV Food Products Company		
Street Address:	1221 Broadway		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1703927	K.C. MASTERPIECE	
CORRESPONDENCE DATA			
Fax Number:	(510)271-1652		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	510 271 2737		
Email:	trademarks@clorox.com		
Correspondent Name:	The HV Food Products Company		
Address Line 1:	1221 Broadway		
Address Line 4:	Oakland, CALIFORNIA 94612		
ATTORNEY DOCKET NUMBER:	1703927		
NAME OF SUBMITTER:	Barbara Ellen		
Total Attachments: 1			
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ASSIGNMENT OF TRADEMARKS AND GOODWILL

WHEREAS, THE KINGSFORD PRODUCTS COMPANY, a corporation organized under the laws of the *State of Delaware, United States of America, located at 1221 Broadway, Oakland, California 94612, United States of America*, hereinafter referred to as KINGSFORD, is the sole and exclusive owner of the trademark KC MASTERPIECE, Registration No. 1703927, and of the goodwill of the business carried on by it in connection with said trademark; and,

WHEREAS, THE HV FOOD PRODUCTS COMPANY, a corporation organized under the laws of the State of Delaware, located at 1221 Broadway, Oakland, California 94612, United States of America, hereinafter referred to as HV, is desirous of acquiring said trademark, together with the goodwill of the business heretofore carried on by KINGSFORD in connection with said trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt whereof in full is hereby acknowledged:

1. KINGSFORD hereby sells, assigns and transfers to HV, its successors, assigns and other legal representatives, the entire right, title and interest in and to said trademark, and the goodwill of the business heretofore carried on by KINGSFORD in connection with said trademark, together with all claims, demands and causes of action for the past infringement of said trademark or for unfair competition in business in connection therewith wheresoever or by whomsoever committed; the same to be held and enjoyed by HV, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by KINGSFORD had this assignment and sale not been made.
2. KINGSFORD warrants, covenants and represents the fact to be that it is the owner of said trademark, and that it has the full right to convey the entire interest hereby assigned.
3. KINGSFORD further covenants with HV to execute when requested such additional assignments, instruments and documents as may be necessary or desirable to effectuate this agreement and assignment.

3d IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day of August 2004.

THE KINGSFORD COMPANY
a corporation of *the State of Delaware, U.S.A.*

By: Barbara Ellen
Title: **BARBARA ELLEN**
ASSISTANT SECRETARY

THE HV FOOD PRODUCTS COMPANY
a corporation of *the State of Delaware, U.S.A.*

By: Thomas W. Huckaby
Title: **THOMAS W. HUCKABY**
ASSISTANT SECRETARY