

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
Crowley Foods LLC		09/01/2004	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HP Hood LLC
Street Address:	90 Everett Avenue
City:	Chelsea
State/Country:	MASSACHUSETTS
Postal Code:	02150
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76474027	WEEKS
Serial Number:	76474028	WEEKS

CORRESPONDENCE DATA

Fax Number: (617)523-1231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617.570.1292

Email: mrovner@goodwinprocter.com

Correspondent Name: Miriam J. Rovner, Senior Paralegal

Address Line 1: Exchange Place, 53 State Street

Address Line 2: GOODWIN PROCTER LLP

Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:

043120-108806-1703-310

NAME OF SUBMITTER:

Miriam J. Rovner

Total Attachments: 2

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TRADEMARK
REEL: 002933 FRAME: 0713

CH 76474027 \$65.00

ASSIGNMENT OF TRADEMARKS

Dated: As of September 1, 2004

WHEREAS, Crowley Foods LLC, a Delaware limited liability company having a principal place of business at 95 Court Street, Binghamton, New York 13901 ("Assignor"), has adopted, used, and is using the trademarks and trade names listed on the attached Exhibit A (the "Marks");

WHEREAS, Assignor has agreed with HP Hood LLC, a Delaware LLC having a principal place of business at 90 Everett Avenue, Chelsea, Massachusetts, 02150 ("Assignee") that Assignee will acquire all right, title and interest in and to the Marks;


NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with the goodwill symbolized thereby and appurtenant thereto, and any registrations or applications for registration therefor.
2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past infringement of the Mark, as well as the right to sue for and collect the same for its own use and enjoyment.
3. Assignor further authorizes the Director of the United States Patent & Trademark Office and any official of any state or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

CROWLEY FOODS LLC,
Assignor,

By: _____


Joseph Cervantes
President

HP HOOD LLC
Assignee

By: _____


John Kaneb
President

EXHIBIT A
To
Assignment of Trademarks

<u>Mark</u>	<u>USPTO Appln. Serial No.</u>
WEEKS	76/474027
WEEKS (STYLIZED)	76/474028

LIBC/1858050.1