

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
Icon International, Inc.		11/12/2002	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Aussie Foods, LLC		
Street Address:	400 Armstrong Boulevard North		
City:	St. James		
State/Country:	MINNESOTA		
Postal Code:	56081		
Entity Type:	LTD LIAB JT ST CO: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1333481	AUSSIE PIE	
Registration Number:	1776099	MRS. PATERSON'S	
CORRESPONDENCE DATA			
Fax Number:	(312)706-8517		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-8864		
Email:	jkschmitz@mayerbrownrowe.com		
Correspondent Name:	Jason K. Schmitz		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
NAME OF SUBMITTER:	Jason K. Schmitz		
Signature:	/jks/		
Date:	01/26/2005		

Total Attachments: 3

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**TRADEMARK
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TRADEMARK ASSIGNMENT

This Agreement is entered into between Icon International, Inc., a Connecticut corporation, having its principal place of business at 4 Stamford Plaza/107 Elm Street, Stamford, CT 06902 ("Icon"), and Aussie Foods, LLC, a Florida limited liability company, having its principal place of business at 400 Armstrong Boulevard North, St. James, MN 56081 ("Aussie Foods").

WHEREAS, Icon has used the registered trademarks designated in Schedule "A" (the "Trademarks") in connection with the Business (as defined in the Purchase Agreement), and to its knowledge has used the Trademarks continuously and exclusively, and is still using the Trademarks; and

WHEREAS, Aussie Foods desires to acquire all of Icon's rights and goodwill in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Icon agrees as follows:

1. **DEFINITION OF TERRITORY.** For purposes of this Assignment, the term "Territory" shall be defined as the United States.
2. **TRADEMARK ASSIGNMENT.** Icon hereby assigns unto Aussie Foods all of its rights, title and interest in and to the Trademarks within the Territory, together with the goodwill of the business symbolized by the Trademarks, and the registrations identified in Schedule "A," as of the Effective Date.
3. **GENERAL PROVISIONS.**
 - 3.1 Aussie Foods has the unconditional right at any time after the Effective Date of this Assignment to renew, sell, license or otherwise dispose of any and all rights in the Trademarks and to retain the entire proceeds thereof for Aussie Foods's exclusive benefit. Aussie Foods further has the unconditional right at any time after the Effective Date of this Assignment to demand, sue and recover for any and all acts of dilution or infringement or other rights in the Trademarks, whether such acts of dilution or infringement occurred prior to, at or after the Effective Date of this Assignment. Aussie Foods shall have the right to retain for its exclusive benefit, any and all recoveries arising from such acts of dilution or infringement.
 - 3.2 Icon represents and warrants that (a) Icon has full power and authority to assign the rights granted herein, (b) Icon owns all rights in the Trademarks necessary to support the conveyances herein, (c) Icon has not previously assigned, transferred or otherwise encumbered the rights granted herein and (d) the Trademarks do not

knowingly infringe any patent, trademark, copyright or any other similar right of any person or entity.

3.3 At any time after the Effective Date, Icon shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances and documentation of transfer reasonably requested by Aussie Foods and necessary for Icon to comply with its representations, warranties, and covenants contained herein.

3.4 This Assignment shall be binding on all successors, assigns and legal representatives of Icon and shall inure to the benefit of Aussie Foods and its successors, assigns and legal representatives.

ICON INTERNATIONAL, INC.


Name:
Title:
Date:

STATE OF CONNECTICUT §
 §
COUNTY OF FAIRFIELD §

This instrument was acknowledged before me on November 12th, 2002 by John P. Kramer, President, Icon International, Inc., a Connecticut corporation, on behalf of said Company.

NELL AZUD
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2003


Notary Public

SCHEDULE A

TRADEMARK LIST

TRADEMARK	GOODS	REGISTRATION NO.	DATE OF REGISTRATION
AUSSIE PIE	Meat Filled Pastries (International Class: 30; US Class: 46)	1,333,481	April 30, 1985
MRS. PATERSON'S AUSSIE PIE	Frozen Entrees Consisting Primarily of Pasta and Bread, Meat Pot Pies, and Pasta Salads (International Class: 30; US Class: 46) Frozen Entrees Consisting Primarily of Meat or Vegetables and Vegetable Salads (International Class: 29; US Class: 46)	1,793,140	September 14, 1993
MRS. PATERSON'S	Meat Pot Pies (International Class: 30; US Class: 46) Frozen Entrees Consisting Primarily of Meat or Vegetables (International Class: 29; US Class: 46)	1,776,099	June 8, 1993