

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
RHM Industrial/Specialty Foods, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Indiana

Execution Date(s) 02/04/2003

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Asset transfer and intercompany Loan Forgiveness Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Carriage House Companies, Inc.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 196 Newton Street

City: Fredonia

State: NY

Country: USA Zip: 14063

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1,314,906; 1,328,832

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: BRYAN CAVE LLP

Internal Address: Roxana Wizorek

Street Address: 211 North Broadway  
Suite 3600

City: St. Louis

State: MO Zip: 63102

Phone Number: 314/259-2699

Fax Number: 314/259-2020

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 02-4467

Authorized User Name R. Wizorek

9. Signature: 

Signature

Jan 21, 2004

Date

Roxana Wizorek

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 024467 1314906

**ASSET TRANSFER  
AND  
INTERCOMPANY LOAN FORGIVENESS AGREEMENT**

This Asset Transfer and Intercompany Loan Forgiveness Agreement (the "Agreement") is effective February 4, 2003, and is entered into between The Carriage House Companies, Inc., a Delaware corporation, ("Parent") and RHM Industrial/Specialty Foods, Inc., an Indiana corporation, ("Subsidiary").

**WHEREAS** Parent is contemplating selling all of the capital stock of Subsidiary;

**WHEREAS** Subsidiary has an outstanding intercompany loan balance owed to Parent of \$18,681,645 (the "Loan");

**WHEREAS** certain assets of Subsidiary do not relate to its ongoing business; and

**WHEREAS** Parent is willing to forgive the Loan and Subsidiary is willing to transfer the unrelated assets to Parent

**NOW THEREFORE** in exchange for the mutual covenants set forth below, the Parties hereby agree as follows:

1. **Forgiveness of Loan**

Parent hereby forever forgives and waives Subsidiary's obligation with respect to the Loan and any other obligation in the nature of intercompany indebtedness owed to Parent.

2. **Transfer of Assets**

Subsidiary hereby transfers, sells, conveys, delivers and assigns to Parent all of Subsidiary's right, title and interest in and to the assets described on Exhibit 1 attached hereto.

3. **Each Party agrees to execute, acknowledge and deliver all such further assignments, transfers, covenants, and assurances and take all such further actions as shall be necessary or desirable to give effect to the transactions set forth in this Agreement.**

4. **This Agreement shall be governed by, and construed in accordance with the laws of the State of California without reference to the conflict of laws provisions thereof.**

- 5. This Agreement is entered into for the sole protection and benefit of the parties hereto and their respective successors and assigns, and no other person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement, not is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- 6. Parent shall bear all transfer type taxes (if any) related to the transfer of assets set forth in Section 2 hereof.

INTENDING TO BE BOUND, Assignor and Assignee have executed this Agreement as of the day and year first above written.

THE CARRIAGE HOUSE COMPANIES, INC.

By: Scott Minelli  
Its: Treasurer

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By: [Signature]  
Its: Secretary

**SCHEDULE 1**

1. All accounts receivable of the Company as of 11:59 p.m. on February 4, 2004.
2. All inventory of finished product described on Exhibit A hereto.
3. All equipment described on Exhibit B hereto.
4. All Intellectual Property Assets (defined below) to the extent used or held for use exclusively in the manufacture, sale, distribution or marketing of anything produced at the Company's Colusa, California facility other than industrial tomato paste including but not limited to Intellectual Property Assets related to the: manufacturing and sale of ketchup; manufacturing and sale of specialty drinks such as blood mary mixes and cocktail mixes; manufacturing and sale of canned or jarred tomato sauces; and the trademarks "MAJOR PETERS", "JERO", and "ARTURO".

The term "Intellectual Property Assets" includes:

- (i) the registered and unregistered trademarks, service marks, trade dress, corporate names, internet domain names, and registration applications for the foregoing, together with the good will associated therewith;
- (ii) all patents, patent applications, patent disclosures and inventions;
- (iii) all copyrights in both published works and unpublished works; and
- (iv) all know-how, trade secrets, product formulations, manufacturing and production processes and recipes owned, or currently used by the Company.