

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nantucket Foods, Inc.		01/12/2005	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Nantucket Acquisition, LLC
<b>Street Address:</b>	300 West 1st Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02127-1207
<b>Entity Type:</b>	limited liability company: MASSACHUSETTS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2400816	ANNE'S KETTLE COOKED NANTUCKET POTATO CHIPS
Registration Number:	2100369	NANTUCKET BUCKET
Registration Number:	2092856	ANNE'S HAND COOKED NANTUCKET POTATO CHIPS
Registration Number:	2400814	ANNE'S AIR POPPED NANTUCKET LIGHT POPCORN
Registration Number:	2262551	ANNE'S BAKED NANTUCKET

**CORRESPONDENCE DATA**

Fax Number: (617)856-8201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-856-8396  
 Email: ip@brownrudnick.com  
 Correspondent Name: Joseph P. Quinn  
 Address Line 1: One Financial Center, Box IP  
 Address Line 2: Brown Rudnick Berlack Israels LLP  
 Address Line 4: Boston, MASSACHUSETTS 02111

CH \$140.00 2400816

NAME OF SUBMITTER:	Joseph P. Quinn
Signature:	/s/Joseph P. Quinn/
Date:	01/31/2005
Total Attachments: 3 source=23910_1_ NFI to NALLC#page1.tif source=23910_1_ NFI to NALLC#page2.tif source=23910_1_ NFI to NALLC#page3.tif	

TRADEMARK ASSIGNMENT

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NANTUCKET FOODS, INC., a Massachusetts corporation having a place of business in, Andover, Massachusetts 01810 (the "Assignor"), hereby assigns and transfers to NANTUCKET ACQUISITION, LLC, a Massachusetts limited liability company having a place of business at 300 West 1<sup>st</sup> Street, Boston, Massachusetts 02127-1207 and its successors and assigns (hereinafter the "Assignee"), Assignor's entire right, title and interest in and to the servicemarks/trademarks, applications for trademark registration and trademark registrations set forth on Exhibit A attached hereto, together with the goodwill of the business symbolized or represented by such service marks/trademarks, applications for trademark registration and registrations thereof.

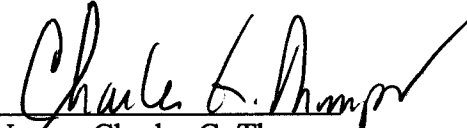
Assignor further assigns to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of such trademarks and registrations, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

Assignor agrees for itself and its successors, representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as the Assignee may reasonably request to effectuate fully this Assignment.

This Assignment of Trademarks is subject to the terms and provisions of an Asset Acquisition Agreement dated as of January 12, 2005 by and among the Assignor, the Assignee, and Charles G. Thompson and Catherine A. Thompson, the sole stockholders of the Assignee, and in the event of a conflict between this Assignment of Trademarks and the Asset Acquisition Agreement, the terms of the Asset Acquisition Agreement shall control.

IN WITNESS WHEREOF, Assignor hereby signs this assignment as of this 12th day of January, 2005.

NANTUCKET FOODS, INC.

By:   
Name: Charles G. Thompson  
Title: President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

In said County and State, before me this 12th day of January, 2005, personally appeared Charles G. Thompson, of Nantucket Foods, Inc., known to me to be the person whose name is subscribed to the foregoing assignment and he acknowledged that he executed the same as an officer of Nantucket Foods, Inc. as a free act and deed for the purposes therein contained.



Notary Public

My commission expires: 3-15-07

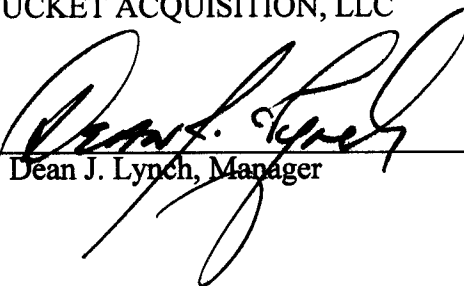
Acknowledged and agreed to as of this 12th day of January, 2005.

NANTUCKET ACQUISITION, LLC

Witness:



By:



Dean J. Lynch, Manager

Exhibit A  
**TRADEMARKS TO BE ASSIGNED**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
<b>Anne's Kettle Cooked Nantucket Potato Chips</b>	<b>2,400,816</b>	<b>Oct. 31, 2000</b>
<b>Nantucket Bucket</b>	<b>2,100,369</b>	<b>Sept. 23, 1997</b>
<b>Anne's Hand Cooked Nantucket Potato Chips</b>	<b>2,092,856</b>	<b>Sept. 2, 1997</b>
<b>Anne's Air Popped Nantucket Light Popcorn and Design (Island Design)</b>	<b>2,400,814</b>	<b>Oct. 31, 2000</b>
<b>Anne's Baked Nantucket</b>	<b>2,262,551</b>	<b>July 20, 1999</b>

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