

06-13-2005



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Birus Eye Foods, Inc. 90 Linden Oaks Rochester, New York 14625

2. Name and address of receiving party(ies) Name: Honee Bear Canning Co. Internal Address: P.O. Box 907 Street Address: City: Lawton State: MI Zip: 490065-0907

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Michigan Other

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) Additional name(s) & address(es) attached? Yes No

Execution Date: February 26, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,455,588 1,725,994

Additional number(s) attached Yes No

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

Name: Richard A. Gaffin

Internal Address:

Miller, Canfield, Paddock and Stone, P.L.C. 1200 Campau Square Plaza 99 Monroe Avenue NW

Street Address:

Grand Rapids MI 49503

City: State: Zip:

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard A. Gaffin

Name of Person Signing

Signature

3/16/04

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

03/24/2004 ECOOPER 00000017 1455388

01 FC:8521 02 FC:8522

40.00 OP 25.00 OP

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Refund Ref: 03/24/2004 ECOOPER

CHECK RETURN TOTAL \$15.00

TRADEMARK REEL: 003103 FRAME: 0141

ASSIGNMENT OF TRADEMARK

This Assignment is made as of 2-26, 2004, between BIRDS EYE FOODS, INC., a Delaware corporation, 90 Linden Oaks, Rochester, New York 14625 ("Assignor") and HONEE BEAR CANNING CO., a Michigan corporation, P.O. Box 907, Lawton, Michigan 49065-0907 ("Assignee").

Assignor owns the right, title and interest in and to the following: U.S. Trademark No. 1,455,588 for "processed fruits and processed vegetables" and U.S. Trademark No. 1,725,994 for "fruit flavored pie filling," (the "Assigned Trademarks"). Assignee desires to acquire the entire right, title and interest in and to Assignor's interest in the Assigned Trademarks. Assignor desires to assign such right, title and interest to Assignee for the United States and worldwide.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Assignor hereby assigns, sells and transfers to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Assigned Trademarks for the United States and worldwide and any renewals and extensions thereof, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Assignor agrees, that upon the request of Assignee to execute and deliver any instruments or documents and take any actions that may be necessary or desirable to secure Assignee's rights assigned hereunder at Assignee's cost. Assignee expressly accepts, assumes, and agrees to, all covenants, terms and conditions to be observed by Assignor relating to the Assigned Trademarks assigned herein.

Assignor shall furnish to Assignee, or its nominees and attorneys, all information and documents regarding the Assigned Trademarks and any improvements, enhancements and modifications thereto, and any Assigned Trademarks in Assignor's possession, now or any time in the future. Assignor shall, at the request of Assignee, cooperate with Assignee in obtaining, sustaining, reissuing, disclaiming or extending such Assigned Trademarks, and shall give testimony in cases of interference as well as providing evidence in conjunction therewith, at Assignee's expense.

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first set forth above.

ASSIGNOR:

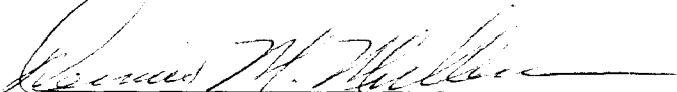
HONEE BEAR CANNING CO.

By: 

Its: Vice President

ASSIGNEE:

BIRDS EYE FOODS, INC.

By: 

Its: Chairman, President and CEO

STATE OF MICHIGAN)
)SS.
COUNTY OF Van Buren)

The foregoing instrument was acknowledged before me this 26 day of February 2004, by Steven C. Packer the Vice President of Honee Bear Canning Co., a Michigan corporation, on behalf of the corporation.

September D. Kirwan
_____, Notary Public
Van Buren County, Mi
My Commission Expires: 9-19-2005

STATE OF NEW YORK)
)SS.
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 25th day of Feb. 2004, by Dennis Muller the Chairman of Birds Eye Foods, Inc., a Delaware corporation, on behalf of the corporation.

Susan C. Liker
_____, Notary Public
Monroe County, NY
My Commission Expires: 12/29/06

SUSAN C. LIKER
NOTARY PUBLIC, STATE OF NEW YORK, MONROE CO.
My Commission Expires _____

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