

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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
Pocono Foods, Inc.		10/29/2004	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Townsend, Inc.
<b>Street Address:</b>	919 North Market Street, Suite 420
<b>Internal Address:</b>	Attn: David R. Burton
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	76250561	CHIC-N-WINGS
Registration Number:	2506557	A LA HENRI
Registration Number:	1145869	CHICKEN FINGERS
Registration Number:	2826794	CHIC-N-FRIES
Registration Number:	2540303	CHIC-N-SPORTS
Registration Number:	2708530	CHIC-N-SUBS
Registration Number:	1863288	IF IT DOESN'T SAY 'A LA HENRI' THEY'RE NOT CHICKEN FINGERS

**CORRESPONDENCE DATA**

Fax Number: (302)498-7708  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 302-651-7708  
 Email: hoffner@rjf.com  
 Correspondent Name: Tara J. Hoffner, Esquire c/o Richards, L

CH \$190.00 76250561

Address Line 1: 920 E. King Street  
Address Line 2: 2nd Floor  
Address Line 4: Wilmington, DELAWARE 19801

NAME OF SUBMITTER:	Tara J. Hoffner, Esquire
Signature:	/Tara J. Hoffner/
Date:	07/15/2005

**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 29th day of October, 2004 ("Effective Date") by and between Pocono Foods, Inc., a Pennsylvania corporation ("Assignor"), and Townsends, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 30, 2004, by and between Assignee, Assignor, Allegheny Foods, Inc., Robert E. Heilman, Jr. and James E. Heilman, as amended by a Supplemental Agreement, dated as of September 30, 2004 and a Second Supplemental Agreement, dated as of October 28, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and the United States applications for trademark registration set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

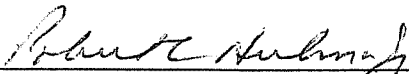
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.


ASSIGNOR:

POCONO FOODS, INC.

By:   
Name: ROBERT E. HEILMANN, SR.  
Title: PRES.

ASSIGNEE:

TOWNSENDS, INC.

By:   
Name: DAVID R. BURTON  
Title: VP (TREASURER)

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK NAME	SERIAL/REGISTRATION NUMBER	CLASS NUMBER	FILE DATE	REGISTRATION DATE
A LA HENRI	76/175,483 2,506,557	29	12/5/2000	11/13/2001
CHICKEN FINGERS	73/197,886 1,145,869	29	12/22/1978	1/13/1981
CHIC-N-FRIES	75/882,835 2,826,794	29	12/29/1999	3/30/2004
CHIC-N-SPORTS	76/248,876 2,540,303	29	4/30/2001	2/19/2002
CHIC-N-SUBS	76/257,575 2,708,530	29	4/30/2001	4/22/2003
CHIC-N-WINGS	76/250,561	29	5/3/2001	n/a
IF IT DOESN'T SAY 'A LA HENRI THEY'RE NOT CHICKEN FINGERS	74/380,232 1,863,288	29	4/19/1993	11/15/1994

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