

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Henkel KGaA		03/01/2006	PARTNERSHIP: GERMANY

RECEIVING PARTY DATA

Name:	Pinnacle Foods Group Inc.
Street Address:	1 Old Bloomfield Road
City:	Mountain Lakes
State/Country:	NEW JERSEY
Postal Code:	07046
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	583458	APPIAN WAY
Registration Number:	2424777	BEEFRAGIOUS BEEF RAVIOLI
Registration Number:	2426408	BEEFTASTIC LASAGNA
Registration Number:	2452053	CHEEZE CHOMPIN' MACARONI N' CHEESE
Registration Number:	876663	COUNTRY SUPPER
Registration Number:	2586221	
Registration Number:	1646508	HARTFORD HOUSE
Registration Number:	914149	HARTFORD HOUSE
Registration Number:	1348341	LUNCH BUCKET
Registration Number:	1424133	LUNCH BUCKET
Serial Number:	78497846	LUNCH 'N GO
Registration Number:	2433054	MIGHTY MUNCHIN' MACARONI N' BEEF
Registration Number:	2507572	THE OFFICIAL CANNED FOOD OF THE NEW MILLENNIUM
Registration Number:	2068794	SEASONED TO PERFECTION

CH \$515.00 583458

Serial Number:	78736656	SIZZLIN' SAUSAGES
Registration Number:	2714827	SLURPLICIOUS SPAGHETTI N' FRANKS
Registration Number:	1513776	SUNRISE
Registration Number:	2035255	THE MEATY ONE!
Registration Number:	804802	TREET
Serial Number:	78736620	SIMMERIN' SAUSAGES

CORRESPONDENCE DATA

Fax Number: (713)615-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713.758.4730
Email: iptldocket@velaw.com
Correspondent Name: Cindy Y. Lee
Address Line 1: 1001 Fannin Street, Suite 2300
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	PIN134/10000
NAME OF SUBMITTER:	Eva Bertuglia
Signature:	/eva bertuglia/
Date:	03/29/2006

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of March 1, 2006, is by and between Henkel KGaA, a Kommanditgesellschaft auf Aktien (a partnership limited by shares) organized under the laws of the Federal Republic of Germany, having a principal place of business at Henkelstrasse 67, D-40191, Düsseldorf, Germany ("Assignor") ("Assignor") and Pinnacle Foods Group Inc., a Delaware corporation, having a principal place of business at 1 Old Bloomfield Road, Mountain Lakes, New Jersey 07046 ("Assignee").

RECITALS

A. The Dial Corporation, a Delaware corporation having a principal place of business at 15501 N. Dial Blvd., Scottsdale, Arizona 85260 and an Affiliate of Assignor, and Assignee have entered into an Asset Purchase Agreement dated March 1, 2006 (the "Purchase Agreement"); and

B. Pursuant to the terms and conditions of the Purchase Agreement, the Dial Corporation has agreed to cause Assignor to assign to Assignee all of Assignor's right, title and interest in the Seller Owned Trademarks (as defined in the Purchase Agreement) including the applications and trademark registrations set forth on Exhibit A attached hereto (collectively the "Trademarks"), and Assignee has agreed to acquire all right, title, and interest in the Trademarks.

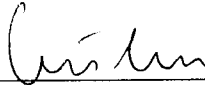
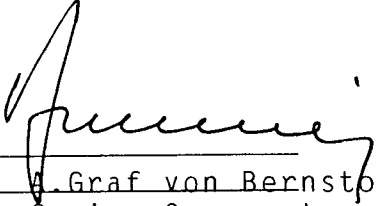
AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, and its successors and assigns, the entire right, title and interest in the Trademarks, together with the goodwill symbolized by said Trademarks, as well as any rights Assignor may have acquired by virtue of its use of the Trademarks, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of said Trademarks and the right to recover for all damages for such infringements, such Trademarks to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR:
Henkel KGaA

By:		
Name:	T.G. Kühn	T. Graf von Bernstorff
Title:	Associate General Counsel	Senior Corporate Counsel

ASSIGNEE:
Pinnacle Foods Group Inc.

By: _____
 Name: _____
 Title: _____

ACKNOWLEDGEMENT

Corporate Acknowledgement - Pinnacle Foods Group, Inc.

STATE OF _____)
) ss.
 County of _____)

On this 1st day of March, 2006 before me, a notary public in and for said county, appeared _____, who is personally known to me to be the _____ of Pinnacle Foods Group, Inc. who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Pinnacle Foods Group, Inc..

 Notary Public

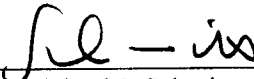
My commission expires: _____

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ACKNOWLEDGEMENT

Henkel KGaA

On this 28th day of February, 2006 before me, a corporate lawyer admitted to the bar, appeared Mr. Thomas Gerd Kühn and Mr. Andreas von Bernstorff, who are personally known to me to be Authorized Officers of Henkel KGaA who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Henkel KGaA.



Dr. Michael J. Schmitt

**HENKEL KGAA
UNITED STATES TRADEMARKS**

Trademark	Serial No	File Date	Reg No	Reg Date	Status	Owner
UNITED STATES						
APIAN WAY	71/643481	3/11/1953	583458	12/8/1953	Registered	HENKEL KGAA
BEEFRAGIOUS BEEF RAVIOLI	75/777718	8/16/1999	2,424,777	1/30/2001	Registered	HENKEL KGAA
BEEFTASTIC LASAGNA	75/777037	8/16/1999	2426408	2/6/2001	Registered	HENKEL KGAA
CHEEZECHOMPIN' MACARONI N' CHEESE	75/777717	8/16/1999	2452053	5/15/2001	Registered	HENKEL KGAA
COUNTRY SUPPER	72/296784	4/29/1968	876663	9/9/1969	Registered	HENKEL KGAA
CRAZY BIG HEAD AND DESIGN	76/035787	4/27/2000	2586221	6/25/2002	Registered	HENKEL KGAA
HARTFORD HOUSE	74/011804	12/18/1989	1646508	5/28/1991	Registered	HENKEL KGAA
HARTFORD HOUSE	72/362985	6/18/1970	914149	6/8/1971	Registered	HENKEL KGAA
LUNCH BUCKET	73/508330	11/13/1984	1348341	7/9/1985	Registered	HENKEL KGAA
LUNCH BUCKET	73/556691	9/3/1985	1424133	1/6/1987	Registered	HENKEL KGAA
LUNCH 'N GO	78/497846	10/11/2004			Pending	HENKEL KGAA
MIGHTY MUNCHIN' MACRONI N' BEEF	75/777032	8/16/1999	2433054	3/6/2001	Registered	HENKEL KGAA
OFFICIAL CANNED FOOD FOR THE NEW MILLENNIUM	75/649858	3/1/1999	2507572	11/13/2001	Registered	HENKEL KGAA
SEASONED TO PERFECTION	75/033472	12/18/1995	2068794	6/10/1997	Registered	HENKEL KGAA
SIMMERIN' SAUSAGES	78/736620	10/19/2005			Pending	HENKEL KGAA
SIZZLIN' SAUSAGES	78/736656	10/19/2005			Pending	HENKEL KGAA
SLURPLICIOUS SPAGHETTI N' FRANKS	75/777716	8/16/1999	2714827	5/13/2003	Registered	HENKEL KGAA
SUNRISE	73/658223	4/30/1987	1513776	11/22/1988	Registered	HENKEL KGAA
THE MEATY ONE!	75/026501	12/1/1995	2035255	2/4/1997	Registered	HENKEL KGAA
TREET	72/207465	12/4/1964	804802	3/1/1966	Registered	HENKEL KGAA