

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eskimo Inc.		03/01/2006	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

Name:	Eskimo Pie Corporation
Street Address:	901 Moorefield Park Drive
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23236
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	0524632	"ARCTIC SUN"
Registration Number:	0364517	"MIDNITE SUN"

**CORRESPONDENCE DATA**

Fax Number: (212)425-5288  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-425-7200  
 Email: tmdocketny@kenyon.com  
 Correspondent Name: Asiyah McCarthy  
 Address Line 1: One Broadway  
 Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	71421/265
NAME OF SUBMITTER:	Joseph F. Nicholson, Esq.
Signature:	/Joseph F. Nicholson/

CH \$65.00 0524632

Date:

01/19/2007

**Total Attachments: 3**

source=eskimo inc assignment#page1.tif

source=eskimo inc assignment#page2.tif

source=eskimo inc assignment#page3.tif

## TRADEMARK ASSIGNMENT

**WHEREAS**, ESKIMO INC., a Virginia corporation with a principal place of business at 901 Moorefield Park Drive, Richmond, Virginia, 23236 ("Assignor"), owns all right, title and interest in and to the trademarks and trademark registrations listed in the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademarks");

**WHEREAS**, ESKIMO PIE CORPORATION, a Delaware corporation with a principal place of business at 901 Moorefield Park Drive, Richmond, Virginia, 23236 (hereinafter "Assignee"), seeks to acquire any and all right, title and interest in and to the Trademarks; and

**WHEREAS**, Assignor is willing to transfer such right, title and interest in and to the Trademarks to Assignee.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers unto Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee.

1108481-1

its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor covenants and agrees to execute and deliver such other documents as Assignee may reasonably request for the purposes of transferring, recording or otherwise effectuating or perfecting the transfer and assignment confirmed herein and as originally contemplated herein.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment effective as of this 1<sup>st</sup> <sup>st</sup> day of MARCH 2006.

ESKIMO INC



Name: DAVID J. STEIN  
Title: CEO

Schedule A - Trademarks

MARK	COUNTRY	REGISTRATION NUMBER
ESKIMO ICE	Benelux	32,411
GLACIER	Benelux	34,088
ESKIMO PIE	Thailand	31,682
ARTIC SUN	United States	524,632
ESKIMO	United States	2,077,800
ESKIMO PIE	United States	2,308,460
ESKIMO PIE	United States	2,398,103
ESKIMO PIE	United States	2,398,102
ESKIMO PIE	United States	2,254,377
ESKIMO PIE	United States	893,953
MIDNITE SUN	United states	364,517
Miscellaneous Design (Eskimo Face)	United States	2,152,938
REAL FRUIT	United States	1,843,089
SNOWPEAKS	United States	2,282,150