

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:	08/31/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
King Kelly Marmalade Company, Inc.		08/31/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	The J. M. Smucker Company
Street Address:	One Strawberry Lane
City:	Orrville
State/Country:	OHIO
Postal Code:	44667-0280
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77203159	KING KELLY

CORRESPONDENCE DATA

Fax Number: (330)684-3026
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 330-684-3527
 Email: kevin.mular@jmsmucker.com
 Correspondent Name: Jeannette Knudsen
 Address Line 1: One Strawberry Lane
 Address Line 4: Orrville, OHIO 44667-0280

NAME OF SUBMITTER:	Jeannette Knudsen
Signature:	/jeannette knudsen/
Date:	09/06/2007

OP \$40.00 77203159

Total Attachments: 5

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EXHIBIT C

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of August 31, 2007, is by and between King Kelly Marmalade Company, Inc., a California corporation, John H. Bowen Trust, and John H. Bowen, an individual residing in California (collectively referred to as "Assignor") and The J. M. Smucker Company, an Ohio corporation ("Assignee").

RECITALS

- A. Pursuant to the asset purchase agreement by and between Assignor and Assignee, dated as of the date hereof, (the "Asset Purchase Agreement"), the parties desire that Assignee purchase certain assets of Assignor including the right, title and interest to certain intellectual property.
- B. Assignor wishes to sell, assign and transfer to the Assignee all of Assignor's right, title and interest, in and to certain intellectual property.

NOW THEREFORE in consideration of the promises and the following mutual covenants and for other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns and sets over to Assignee its right, title and interest in and to the Intellectual Property (including without limitation the intellectual property set forth in Appendix "A"), with full power and authority to demand, collect, sue for breach of any of the Intellectual Property or for specific performance of any of the said Intellectual Property when it was owned by Assignor, to the extent that Assignor had not already done so as of the effective date of this Assignment.
2. Further Assurances. Each of Assignor and Assignee will, at all times hereafter, execute and deliver, at the request of the other, all such further documents, deeds and instruments and will do and perform all such acts or things as may be necessary to implement and give full effect to the intent and meaning of this Assignment.
3. Successors and Assigns. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.
4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original and all of which taken together will constitute but one and the same interest.
5. Amendments. No amendment, waiver, modification, termination or cancellation of this Assignment will be effective unless made in writing and signed by the party against

whom enforcement is sought.

6. Severability. Wherever possible, each provision of this Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment will be prohibited by or invalid under such law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

7. Governing Law, Entire Agreement. This Assignment will for all purposes be governed by the laws of the State of Ohio without regard to choice of law or conflicts of law provisions. This Assignment constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

8. Definitions. Unless otherwise defined in this Agreement, capitalized terms will have the meanings given to such terms in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

**KING KELLY MARMALADE COMPANY,
INC.**

By: _____
Name: John H. Bowen
Title: President

John H. Bowen Trust

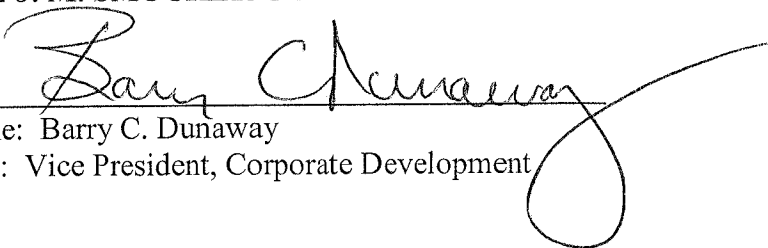
By: _____
Name: John H. Bowen, Trustee

John H. Bowen

By: _____
Name: John H. Bowen

ASSIGNEE:

THE J. M. SMUCKER COMPANY

By:  _____
Name: Barry C. Dunaway
Title: Vice President, Corporate Development

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

KING KELLY MARMALADE COMPANY, INC.

By: John H Bowen
Name: John H. Bowen
Title: President

John H. Bowen Trust

By: John H Bowen, Trustee
Name: John H. Bowen, Trustee

John H. Bowen

By: John H Bowen
Name: John H. Bowen

ASSIGNEE:

THE J. M. SMUCKER COMPANY

By: _____
Name: Barry C. Dunaway
Title: Vice President, Corporate Development

APPENDIX "A"

TRADEMARK	GOODS	REG/SERIAL NO.	COMMENTS
King Kelly	Marmalade	77203159	Filed with the USPTO on June 11, 2007.
K Logo	Currently used on marmalade, jams, jellies, and preserves	No application filed	
Crown Logo	Currently used on marmalade, jams, jellies, and preserves	No application filed	
Jar Design	Currently used for marmalade, jams, jellies, and preserves	No application filed	