

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagle Family Foods, Inc.		05/01/2008	CORPORATION: DELAWARE

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: 31

Property Type	Number	Word Mark
Registration Number:	3014005	CHERRY CHEESECAKE TREASURES
Registration Number:	1529888	CHOLESTEROL FREE MILNOT
Registration Number:	3252502	CREAMY LEMON DELIGHTS
Registration Number:	1386912	DAIRY SWEET
Registration Number:	2764903	EAGLE
Registration Number:	1499835	EAGLE
Registration Number:	2617186	EAGLE BRAND
Registration Number:	3152116	EAGLE BRAND KIDS DESSERT KITS
Registration Number:	3012273	EAGLE BRAND PREMIUM DESSERT KITS
Registration Number:	2930836	EAGLE BRAND SIGNATURE PREMIUM DESSERT KITS
Registration Number:	1579282	EAGLE BRAND THE DESSERT MAKER
Registration Number:	0137954	
Registration Number:	2356145	EAGLE FAMILY FOODS, INC.
Registration Number:	2301196	KAVA

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Registration Number:	3306906	KEY LIME TREASURES
Registration Number:	1502389	LITTLE EAGLES
Registration Number:	0128932	MAGNOLIA
Registration Number:	1148083	MAGNOLIA BRAND
Registration Number:	0245223	MAGNOLIA BRAND SWEETENED CONDENSED MILK NET WEIGHT 14 OUNCES
Registration Number:	2425181	MAKE MAGIC IN MINUTES
Registration Number:	0682615	MILNOT
Registration Number:	0962190	MILNOT
Registration Number:	0050242	NONE SUCH
Registration Number:	3152197	ROARIN' S'MORES
Serial Number:	78876738	STAR
Registration Number:	1250578	SUNSHINE
Registration Number:	1140479	SUNSHINE
Registration Number:	1150549	SUNSHINE
Registration Number:	3245421	TOFFEE DREAM BARS
Serial Number:	77116341	TRIPLE CHOCOLATE TREASURES
Registration Number:	2935098	TURTLE TEMPTATIONS

CORRESPONDENCE DATA

Fax Number: (330)684-3026
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 330-684-3383
Email: kevin.mular@jmsmucker.com
Correspondent Name: Adam Ekonomon
Address Line 1: One Strawberry Lane
Address Line 4: Orrville, OHIO 44667-0280

NAME OF SUBMITTER:	Adam Ekonomon
Signature:	/adam ekonomon/
Date:	05/19/2008

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), effective as of May 1, 2008 (the "*Effective Date*"), is made by and between Eagle Family Foods, Inc. a Delaware corporation ("*Assignor*"), and The J. M. Smucker Company, an Ohio corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A and the goodwill associated with all of the foregoing (all of the foregoing collectively, the "*Trademarks*"); and

WHEREAS, the Assignee desires to acquire all rights, titles and interest in and to Assignor's Trademarks.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, 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 and sale 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 Trademarks, 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 authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United

States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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

ASSIGNOR:

EAGLE FAMILY FOODS, INC.

By: *M. Ann Harlan*

Name: M. Ann Harlan

Title: V.P., General Counsel & Secretary

STATE OF OHIO)
) SS:
COUNTY OF WAYNE)

On this 16th day of May, 2008 before me M. Ann Harlan, known to me to be Vice President and Secretary of The J. M. Smucker Company, who acknowledged that he/she signed this instrument as a free act on behalf of the corporation.

Jeannette Knudsen
Notary Public: JEANNETTE KNUDSEN
My commission expires: none



JEANNETTE L. KNUDSEN, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

ASSIGNEE:

THE J. M. SMUCKER COMPANY


By: 

Name: M. Ann Harlan

Title: Vice President and Secretary

STATE OF OHIO)
) SS:
COUNTY OF WAYNE)

On this 16th day of May, 2008 personally appeared before me M. Ann Harlan, known to me to be Vice President and Secretary of Smucker Quality Beverages, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of corporation.


Notary Public: JEANNETTE KNUDSEN
My commission expires: NONE



JEANNETTE L. KNUDSEN, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

SCHEDULE A

TRADEMARKS

Mark	App. No.	Reg. No.	Country
Cherry Cheesecake Treasures	78/350123	3,014,005	United States of America
Cholesterol Free Milnot & Design	73/738595	1,529,888	United States of America
Creamy Lemon Delights	78/735518	3,252,502	United States of America
Dairy Sweet	73/502168	1,386,912	United States of America
Eagle	161622	8746	Canada
Eagle	24.972	47.466	Costa Rica
Eagle		54/64	El Salvador
Eagle	28463	28463	Guatemala
Eagle	76/206403	2,764,903	United States of America
Eagle	73/700572	1,499,835	United States of America
Eagle Brand	1111193	585857	Canada
Eagle Brand	257621	521676	Mexico
Eagle Brand	76/206402	2,617,186	United States of America
Eagle Brand & Design	48263	48263	Ireland
Eagle Brand & Design	421703	421703	United Kingdom
Eagle Brand Kids Dessert Kits	78/562932	3,152,116	United States of America
Eagle Brand Premium Dessert Kits	78/424110	3,012,273	United States of America
Eagle Brand Signature Premium Dessert Kits	1207975	640831	Canada
Eagle Brand Signature Premium Dessert Kits	78/373672	2,930,836	United States of America
Eagle Brand The Dessert Maker	73/796643	1,579,282	United States of America
Eagle Design (Only)	882	882	Puerto Rico
Eagle Design (Only)		404409	United Kingdom
Eagle Design (Only)	71/129486	137,954	United States of America

SCHEDULE A

TRADEMARKS
(CONTINUED)

Eagle Family Foods, Inc. & Design	75/533765	2,356,145	United States of America
Kava	49912/1986	2085625	Japan
Kava	75/183281	2,301,196	United States of America
Key Lime Treasures	78/872277	3,306,906	United States of America
Le Faiseur De Desserts	549417	320488	Canada
Leche Aguila	2527.04	2527.04	Belize
Leche Aguila	2004/0053021	111/26	El Salvador
Leche Aguila	011578-2004	101568	Honduras
Leche Aguila	2004-02164	81590	Nicaragua
Leche Aguila	136173	136173	Panama
Leche Aguila	19221	19221	Suriname
Little Eagles	73/700566	1,502,389	United States of America
Magnolia	2542.04	2542.04	Belize
Magnolia	SM1962	102249-C	Bolivia
Magnolia	651919	712612	Chile
Magnolia	2004-4780	158187	Costa Rica
Magnolia	146277	1-32810-2004	Ecuador
Magnolia	2004/0053020	192/30	El Salvador
Magnolia	2004-5310	133981	Guatemala
Magnolia	011579-2004	93109	Honduras
Magnolia	664743	843614	Mexico
Magnolia	214122	100308	Peru
Magnolia	19222	19222	Suriname
Magnolia & Design	498746	295731	Canada
Magnolia & Design	71/119109	128,932	United States of America
Magnolia Brand & Design	73/232284	1,148,083	United States of America
Magnolia Brand Condensed Milk		812	Puerto Rico

SCHEDULE A

TRADEMARKS
(CONTINUED)

Magnolia Brand Sweetened Milk & Design	71/260079	245,223	United States of America
Make Magic In Minutes	75/912306	2,425,181	United States of America
Milnot	72/024060	682,615	United States of America
Milnot & Design	72/428600	962,190	United States of America
Morning Glory	1068113	587381	Canada
None Such	71/000425	50,242	United States of America
Roarin' Smores	78/611347	3,152,197	United States of America
Star & Design	78/876738		United States of America
Sunshine	73/363222	1,250,578	United States of America
Sunshine	73/223488	1,140,479	United States of America
Sunshine & Design	73/195090	1,150,549	United States of America
The Dessert Maker	549418	320278	Canada
Toffee Dream Bars	78/562909	3,245,421	United States of America
Triple Chocolate Treasures	77/116341		United States of America
Triple Temptations	1385740		Canada
Turtle Temptations	78/386151	2,935,098	United States of America