

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
Unilever Supply Chain, Inc.		07/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	McCormick & Company, Incorporated
Street Address:	18 Loveton Circle
City:	Sparks
State/Country:	MARYLAND
Postal Code:	21152-6000
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1028961	LAWRY'S
Registration Number:	1218518	LAWRY'S
Registration Number:	0737241	LAWRY'S
Registration Number:	1181354	LAWRY'S
Registration Number:	2839893	LAWRY'S
Registration Number:	1140026	L
Registration Number:	1022259	L
Registration Number:	2782788	LAWRY'S CARVERY
Registration Number:	2715012	L LAWRY'S THE PRIME RIB
Registration Number:	2692153	LAWRY'S THE PRIME RIB
Registration Number:	0979551	ADOLPH'S
Registration Number:	1693788	MARINADE IN MINUTES
Registration Number:	0840577	SPATINI

CORRESPONDENCE DATA	TRADEMARK
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OP \$340.00 1028961

Fax Number: (207)842-0743
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ATTORNEY DOCKET NUMBER:	21434-8734
NAME OF SUBMITTER:	Judith Sapp
Signature:	/Judith Sapp/
Date:	10/23/2008

Total Attachments: 6

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U.S. TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, CONOPCO, INC., a New York corporation, having offices at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Conopco") or each other affiliate of Conopco whose signature is affixed to this assignment (each of Conopco and such affiliates, an "ASSIGNOR") is the owner of the United States trademarks, and the registrations and applications therefor, listed opposite such ASSIGNOR's name on the attached Schedule A (collectively, the "Trademarks"); and

WHEREAS, McCormick & Company, Incorporated, a corporation organized under the laws of the State of Maryland, having offices at 18 Loveton Circle, Sparks, Maryland 21152-6000 ("ASSIGNEE" and, together with each ASSIGNOR, the "Parties"), is desirous acquiring the Trademarks.

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, dated as of November 13, 2007 between Conopco and ASSIGNEE (the "Asset Purchase Agreement"), Conopco has agreed to transfer and assign or cause to be transferred and assigned to ASSIGNEE all of Assignors' right, title and interest in and to the Trademarks;

WHEREAS, among other things, Conopco has made to ASSIGNEE the representations and warranties set forth in Sections 3.06(a), 3.06(b), 3.06(c), 3.06(d) and 3.06(e) of the Asset Purchase Agreement with respect to the Trademarks, which representations and warranties are incorporated herein by reference; and

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each ASSIGNOR does hereby assign to ASSIGNEE, effective as of the Closing Date, all of its right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks.

Each ASSIGNOR will, without additional consideration but at ASSIGNEE's full cost and expense, take such further actions and execute promptly such further documents as are reasonably necessary to effect and record the above assignment of the Trademarks, including any actions or documents required by the United States Patent and Trademark Office to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in ASSIGNEE.

Each ASSIGNOR hereby authorizes and requests the United States Patent and Trademark Office to register the Trademarks in the name of ASSIGNEE in accordance with the terms of this instrument.

Neither the making nor the acceptance of this instrument, including the incorporation by reference of the representations and warranties set forth in Sections 3.06(a), 3.06(b), 3.06(c),


3.06(d) and 3.06(e) of the Asset Purchase Agreement in the fourth “WHEREAS” clause hereof, shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver by or release of the Parties of any liabilities, duties or obligations imposed upon them by the terms of the Asset Purchase Agreement, including the representations, warranties, covenants, agreements and other provisions of the Asset Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

This Assignment may be executed in counterparts and as so executed shall constitute one assignment, notwithstanding that all parties hereto are not signatories to the original or the same counterparts.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, each party hereto has caused this assignment to be duly executed as this 31 day of July, 2008.

CONOPCO, INC.

By: 
Name: David Schwartz
Title: Vice President

State of New York)
) SS.
)

I, a notary public for the state aforesaid, do hereby certify that David Schwartz the Vice President of Conopco, Inc., appeared before me this day in person and acknowledged the execution of the foregoing Assignment on behalf of Conopco Inc. as its free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 31 day of July, 2008.


Notary Public

My commission expires

KRISTIN STEWART
Notary Public, State of New York
No. 01ST6185239
Qualified in New York County
Commission Expires April 14, 2012

UNILEVER SUPPLY CHAIN, INC.

By: David Schwartz
Name: David Schwartz
Title: Authorized signatory

State of New York)
) SS.
)

I, a notary public for the state aforesaid, do hereby certify that David Schwartz the authorized signatory of Unilever Supply Chain, Inc., appeared before me this day in person and acknowledged the execution of the foregoing Assignment on behalf of Unilever Supply Chain, Inc. as its free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 31 day of July, 2008.

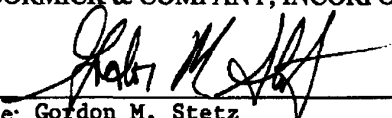
Kristin Stewart

Notary Public

My commission expires

KRISTIN STEWART
Notary Public, State of New York
No. 01ST6185239
Qualified in New York County
Commission Expires April 14, 2012

McCORMICK & COMPANY, INCORPORATED

By: 
Name: Gordon M. Stetz
Title: Executive Vice President &
Chief Financial Officer

U.S. TRADEMARK ASSIGNMENT SIGNATURE PAGE

TRADEMARK
REEL: 003875 FRAME: 0502

SCHEDULE A

MARK	APP. NO.	REG. NO.	ASSIGNOR
LAWRY'S	73/039,600	1,028,961	Unilever Supply Chain, Inc.
LAWRY'S	73/162,135	1,218,518	Unilever Supply Chain, Inc.
LAWRY'S	72/084,907	737,241	Unilever Supply Chain, Inc.
LAWRY'S	73/213,766	1,181,354	Unilever Supply Chain, Inc.
LAWRY'S	76/520,089	2,839,893	Unilever Supply Chain, Inc.
L (STYLISED) DEVICE	73/162,136	1,140,026	Unilever Supply Chain, Inc.
L (STYLISED) DEVICE	73/039,599	1,022,259	Unilever Supply Chain, Inc.
LAWRY'S CARVERY	76/369,355	2,782,788	Unilever Supply Chain, Inc.
L LAWRY'S THE PRIME RIB (STYLIZED)	76/198,965	2,715,012	Unilever Supply Chain, Inc.
LAWRY'S THE PRIME RIB (STYLIZED)	76/199,086	2,692,153	Unilever Supply Chain, Inc.
ADOLPH'S	72/465,765	979,551	Unilever Supply Chain, Inc.
MARINADE IN MINUTES (STYLIZED)	74/086,154	1,693,788	Unilever Supply Chain, Inc.
SPATINI		840,577	Unilever Supply Chain, Inc.
LAWRY'S WITH L DESIGN		59971	Unilever Supply Chain, Inc. (formerly known as Lipton Investments, Inc.)

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