

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Section 2: Name of receiving party. previously recorded on Reel 003923 Frame 0177. Assignor(s) hereby confirms the Assignment.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alimentos Polar Comercial, C.A.		09/30/2008	CORPORATION: VENEZUELA

RECEIVING PARTY DATA

Name:	Deutsche Transnational Trustee Corporation, Inc. as Trustee for the Alpo Trademark Trust
Street Address:	15 Queen Street
City:	Charlottetown, Prince Edward Island
State/Country:	CANADA
Entity Type:	TRUSTEE: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0772903	P.A.N.
Registration Number:	0817088	P.A.N. INSTANT DOUGH! PRE-COOKED REFINED CORN FLOUR FOR THE TASTIEST CORN GRIDDLE CAKES

CORRESPONDENCE DATA

Fax Number: (203)869-1951
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2038622395
 Email: rmancuso@wbamct.com
 Correspondent Name: Richard E. Mancuso, Esq.
 Address Line 1: 500 West Putnam Avenue
 Address Line 2: Whitman Breed Abbott & Morgan LLC
 Address Line 4: Greenwich, CONNECTICUT 06830

ATTORNEY DOCKET NUMBER: POLAR 0014533.0011

DOMESTIC REPRESENTATIVE

900199640

**TRADEMARK
 REEL: 004604 FRAME: 0234**

OP \$65.00 0772903

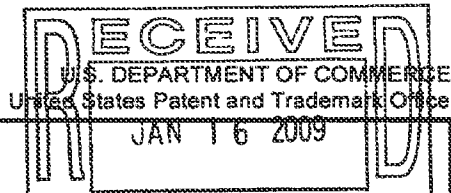
Name: Richard E. Mancuso, Esq.
Address Line 1: 500 West Putnam Avenue
Address Line 2: Whitman Breed Abbott & Morgan LLC
Address Line 4: Greenwich, CONNECTICUT 06830

NAME OF SUBMITTER:	Richard E. Mancuso, Esq.
Signature:	/Richard E. Mancuso/
Date:	08/12/2011

Total Attachments: 8

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SHEET 1
JLY

103544627

Attached documents or the new address(es) below.

To the Director of the U. S. Pat

1. Name of conveying party(ies):

Allimentos Polar Comercial, C.A.

- Individual(s)
- General Partnership
- Corporation- State: N/A see below
- Other

Citizenship (see guidelines) Venezuelan

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 30, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Transnational Trustee Corporation, Inc.

Internal

Address:

Street Address: 15 Queen Street

City: Charlottetown, Prince Edward Island

State:

Country: Canada

Zip:

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

772903 and 817088

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

P.A.N. and P.A.N. INSTANT DOUGH! PRE-COOKED REFINED CORN FLOUR FOR THE TASTIEST CORN GRIDDLE CAKES (Stylized mark)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Katie Fogarty, Whitman Breed Abbott & Morgan LLC

Internal Address: Second Floor

Street Address: 500 West Putnam Avenue

City: Greenwich

State: CT Zip: 06830

Phone Number: 203-862-2397

Fax Number: 203-869-1951

Email Address: KFogarty@wbamct.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Refund Ref: 01/21/2009 MTRM01 0000165858

Deposit Account Number: _____
CHECK Refund Total: \$15.00

Authorized User Name _____

9. Signature:

Katie Fogarty
Signature

1/16/09
Date

Katie Fogarty
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

01/21/2009 MTRM01 00000061 772903

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1489, Alexandria, VA 22313-1480

40.00 DP
25.00 OP

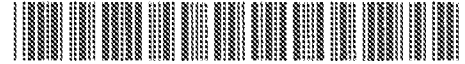


UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 26, 2009

PTAS



103544627A

KATIE FOGARTY
WHITMAN BREED ABBOTT & MORGAN LLC
500 WEST PUTNAM AVENUE
SECOND FLOOR
GREENWICH, CT 06830

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/16/2009

REEL/FRAME: 003923/0177
NUMBER OF PAGES: 6

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL.

ASSIGNOR:

ALIMENTOS POLAR COMERCIAL, C.A.

DOC DATE: 09/30/2008
CITIZENSHIP: VENEZUELA
ENTITY: CORPORATION

ASSIGNEE:

DEUTCHE TRANSNATIONAL TRUSTEE
CORPORATION, INC.
15 QUEEN STREET
CHARLOTTETOWN, PRINCE EDWARD
ISLAND
CANADA

CITIZENSHIP: CANADA
ENTITY: CORPORATION

APPLICATION NUMBER: 72150893

FILING DATE: 08/09/1962

REGISTRATION NUMBER: 772903

ISSUE DATE: 07/07/1964

MARK: P.A.N.

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

003923/0177 PAGE 2

APPLICATION NUMBER: 72210986
REGISTRATION NUMBER: 817088

FILING DATE: 01/29/1965
ISSUE DATE: 10/18/1966

MARK: P.A.N. INSTANT DOUGH! PRE-COOKED REFINED
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

MARY BENTON, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

ASSIGNMENT

ASSIGNMENT, made this 30 of September, 2008, by and between ALIMENTOS POLAR COMERCIAL, C.A., a Venezuela corporation, having its principal place of business at 4ta Transversal con 2da Avenida, Urbanización Los Cortijos de Lourdes, Edif. Centro Empresarial Polar, piso 1, Caracas, Venezuela (the "Assignor"), and DEUTSCHE TRANSNATIONAL TRUSTEE CORPORATION, INC, a Dutch corporation, having its principal office at 15 Queen Street, Charlottetown, Prince Edward Island, Canadá, as Trustee of the Alpo Trademark Trust, a trust constituted under the laws of Canada, (the "Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks now registered in the United States Patent and Trademark Office as set forth on Exhibit A attached hereto and made a part hereof (the "Registered Trademarks"); and

WHEREAS, Assignee is desirous of acquiring said Registered Trademarks, together with (i) all registrations of the Registered Trademarks in the United States and any political subdivision thereof, and any foreign jurisdiction; (ii) all common law rights in and to the Registered Trademarks anywhere in the world; and (iii) all such rights in any and all other trademarks or service marks, and registration thereof, at anytime used or owned by Assignor in the United States (collectively the "Trademarks"), and Assignor is desirous of conveying the Trademarks to Assignee pursuant to the terms of this Assignment;

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Trademarks. For and in consideration of the premises and of the mutual promises, covenants, representations and warranties made in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest in, to and under the Trademarks together with all of the goodwill of the Assignor's business associated therewith and symbolized by the Trademarks, all rights to sue for infringement of any Trademarks, whether arising prior to or subsequent to the date hereof and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by the

Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. Recordation of Assignment. Assignor hereby grants to Assignee the right to record the assignment of the Trademarks in the United States Patent and Trademark Office and in the proper office of any state of the United States in which the Trademarks are registered. Assignor hereby agrees to execute any document and instrument which may be reasonably requested or required by said offices in order to record the assignment of the Trademarks pursuant hereto.

3. Representation and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

a. Pending Applications. As of the date hereof, there are no pending applications for registration of any trademarks or service marks in the name of Assignor, or for the benefit of Assignor, in the United States Patent and Trademark Office, or the proper office of any state of the United States.

b. Registrations. The registrations set forth on the attached Exhibit A are a complete list of all registrations issued to Assignor in the United States, including any political subdivision thereof, in connection with the Trademarks; and that Assignor has lost and no longer possesses the certificates of registration issued pursuant thereto.

c. Title to Trademarks. Assignor has good and marketable title to each of the Trademarks, and none of the Trademarks are subject to any lien, pledge, mortgage, security interest, charge, assignment, title retention or other encumbrances of any kind.

d. Authority of Assignor. Assignor has all corporate power and authority to enter into and perform this Assignment and to execute and deliver all documents and instruments required herein; and this Assignment and each such document and instrument shall, when duly executed by Assignor, constitute a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

e. Adverse Claims. To the best knowledge of Assignor, there are no claims, actions, suits, or proceedings pending or threatened against Assignor in connection with its use or ownership of the Trademarks; and the Assignor is not subject to any outstanding judgment,

order, writ, injunction or decree of any court or other governmental agency within the United States concerning the Trademarks. To the best knowledge of Assignor, no event has occurred which will result, or after notice or lapse of time or both would result in revocation or termination of any of Assignor's right, title or interest in and to the Trademarks including any registrations thereof.

f. Infringement. To the best knowledge of Assignor, no trademark or service mark is being used in the United States which when used upon the goods with which the Trademarks are used, is likely to cause confusion as to the source of those goods; and the Assignor has not made any claim or demand, or brought any action, suit or proceeding against any third party in connection with any trademark or service mark on the basis that such third party's use infringes upon the rights of Assignor in the Trademarks.

4. Miscellaneous.

a. Request of Commissioner. Assignor and Assignee hereby request the Commissioner of the United States Patent and Trademark Office, and the proper official of the proper office of any state in the United States in which the Assignor owns a registration, to issue a certificate of registration for each Trademark in the name of the Assignee, as appropriate.

b. Governing Law. This Assignment shall be governed by and interpreted under the laws of the State of New York.

c. Entire Understanding. This Assignment, with the exhibit attached hereto, sets forth the entire understanding among the parties hereto relating to the subject matter set forth herein, and merges all prior and contemporaneous discussions, communications and assignments among them with respect to such matters.

d. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Assignor and Assignee.

e. Further Assurances. Assignor and the Assignee agree to execute, deliver and exchange all such further documents and instruments and to do and perform, or cause to be done and performed, all such further acts and things as either party hereto may reasonably request

in order to carry out the intent and purposes of this Assignment and to consummate the transactions contemplated hereunder.

IN WITNESS WHEREOF, the parties hereto cause this Assignment to be executed by their duly authorized representatives as of the date first above written.

ALIMENTOS POLAR COMERCIAL, C.A.

By: 
Name: Manuel Felipe Larrazabal
Title: Principal Director

DEUTSCHE TRANSNATIONAL TRUSTEE CORPORATION
as Trustee of the Alpo Trademark Trust

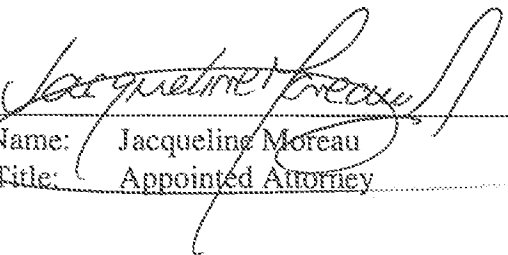
By: 
Name: Jacqueline Moreau
Title: Appointed Attorney



EXHIBIT A

MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS AND/OR SERVICES	CURRENT STATUS
P.A.N. (Word mark)	772903	July 7, 1964	Pre-cooked, Refined Corn Flour	Second 10-year renewal
P.A.N. INSTANT DOUGH! PRE- COOKED REFINED CORN FLOUR FOR THE TASTIEST CORN GRIDDLE CAKES (Stylized mark)	817088	October 18, 1966	Pre-cooked, Refined Corn Flour	Second 10-year renewal

