

## 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                      |
| RMJV, LP  |   | 11/21/2011           | LIMITED<br>PARTNERSHIP: DELAWARE |
| RECEIVING PARTY DATA  |   |                      |                                  |
| Name:   | Reser's Fine Foods, Inc.                                |                      |                                  |
| Street Address:   | 15570 S.W. Jenkins Road                                 |                      |                                  |
| City:   | Beaverton   |                      |                                  |
| State/Country:  | OREGON  |                      |                                  |
| Postal Code:  | 97006   |                      |                                  |
| Entity Type:  | CORPORATION: OREGON                                     |                      |                                  |
| PROPERTY NUMBERS Total: 5   |   |                      |                                  |
| Property Type   | Number  | Word Mark            |                                  |
| Registration Number:  | 3500541   | FRESH TOSS           |                                  |
| Registration Number:  | 4012697   | BISTRO 28            |                                  |
| Registration Number:  | 3552460   | FRESH CREATIVE FOODS |                                  |
| Registration Number:  | 3652946   | BISTRO 28            |                                  |
| Registration Number:  | 3036156   | CHEF SOLUTIONS       |                                  |
| CORRESPONDENCE DATA   |   |                      |                                  |
| Fax Number:   | 3026585614  |                      |                                  |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |                      |                                  |
| Email:  | trademarks@cblh.com, jfraser@cblh.com, bstaley@cblh.com |                      |                                  |
| Correspondent Name:   | Jennifer Fraser   |                      |                                  |
| Address Line 1:   | P.O. Box 2207   |                      |                                  |
| Address Line 4:   | Wilmington, DELAWARE 19899                              |                      |                                  |
| ATTORNEY DOCKET NUMBER:   | 21852-00096   |                      |                                  |

OP \$140.00 3500541

|   |                 |
|---|-----------------|
| NAME OF SUBMITTER:  | Jennifer Fraser |
| Signature:  | /jfl            |
| Date:   | 07/06/2012      |
| <b>Total Attachments: 20</b><br>source=ResersAssignment#page1.tif<br>source=ResersAssignment#page2.tif<br>source=ResersAssignment#page3.tif<br>source=ResersAssignment#page4.tif<br>source=ResersAssignment#page5.tif<br>source=ResersAssignment#page6.tif<br>source=ResersAssignment#page7.tif<br>source=ResersAssignment#page8.tif<br>source=ResersAssignment#page9.tif<br>source=ResersAssignment#page10.tif<br>source=ResersAssignment#page11.tif<br>source=ResersAssignment#page12.tif<br>source=ResersAssignment#page13.tif<br>source=ResersAssignment#page14.tif<br>source=ResersAssignment#page15.tif<br>source=ResersAssignment#page16.tif<br>source=ResersAssignment#page17.tif<br>source=ResersAssignment#page18.tif<br>source=ResersAssignment#page19.tif<br>source=ResersAssignment#page20.tif |                 |

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made and entered into as of November 21, 2011, by and among Chef Solutions Inc., a Delaware corporation ("Chef Solutions"), Orval Kent Holdings, Inc., a Delaware corporation ("Orval Kent Holdings"), Orval Kent Intermediate Holdings, Inc., a Delaware corporation ("Orval Kent Intermediate"), Orval Kent Parent, LLC, a Delaware limited liability company ("Orval Kent Parent"), Orval Kent Food Company, LLC, a Delaware limited liability company ("Orval Kent"), and Orval Kent Food Company of Linares, LLC, a Delaware limited liability company ("Orval Kent of Linares"), CS Prepared Foods Holdings, LLC, a Delaware limited liability company ("CS Prepared Foods"), Chef Solutions Holdings, LLC, a Delaware limited liability company ("Chef Solutions Holdings"), CS Distribution Holdings, LLC, a Delaware limited liability company ("CS Distribution Holdings"), CS Distributors Inc. of Ohio, an Ohio corporation ("CS Ohio", and collectively with each of Chef Solutions, Orval Kent Holdings, Orval Kent Intermediate, Orval Kent Parent and Orval Kent, Orval Kent of Linares, CS Prepared Foods, Chef Solutions Holdings, CS Distribution Holdings, the "Sellers" and each individually is a "Seller") and Reser's Fine Foods, Inc., an Oregon corporation (the "Reser's"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Asset Purchase Agreement (as defined below).

### WITNESSETH

WHEREAS, Sellers and RMJV, LP, a Delaware limited partnership ("Purchaser") have entered into an Asset Purchase Agreement, dated as of October 4, 2011 (as the same may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to sell, contribute, convey, assign, transfer and deliver to Purchaser (or its Designee) all rights, titles and interests in and to the Purchased Intellectual Property of Sellers, including, but not limited to, the registrations and applications listed on **Schedule A** hereto (collectively, the "Assigned Intellectual Property"), and Purchaser (or its Designee) has agreed to purchase and acquire the Assigned Intellectual Property upon the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the terms of Purchaser's Agreement of Limited Partnership, Purchaser shall receive the portion of the Assigned Intellectual Property located at, attributable to, or used in conjunction with, Sellers' operations located in Vista, California, (the "Vista Intellectual Property") and Reser's, as Purchaser's Designee, shall receive all remaining Assigned Intellectual Property, including, but not limited to, the registrations and applications listed on **Schedule B** hereto (the "Reser's Assigned Intellectual Property"); and

WHEREAS, the parties hereto desire to carry out the intent and purpose of the Asset Purchase Agreement by Sellers' execution and delivery to Purchaser of this Assignment evidencing the vesting in Purchaser the Assigned Intellectual Property (except for the Vista Intellectual Property, subject to the provisions of the Asset Purchase Agreement.

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**REEL: 004815 FRAME: 0538**

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree hereby as follows:

Section 1. Upon the terms and conditions of the Asset Purchase Agreement, Sellers do hereby irrevocably sell, contribute, convey, assign, transfer and deliver to Purchaser, its successors and assigns, and Purchaser hereby accepts from Sellers, all of Sellers' rights, titles and interests in and to the Reser's Assigned Intellectual Property, along with all income, royalties, damages and payments arising out of or relating to enforcement, licensing, transfer or sale of such Reser's Assigned Intellectual Property and due or payable to Sellers as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Reser's Assigned Intellectual Property in Sellers' possession or control, in accordance with the terms of the Asset Purchase Agreement.

Section 2. Each Seller hereby requests and authorizes the United States Patent and Trademark Office, the United States Copyright Office, the applicable Internet domain name registration authority, and any other applicable Governmental Body or registrar (including any applicable foreign or international office or registrar), to record Purchaser as the owner of the patents, trademarks, copyrights, domain names or other Reser's Assigned Intellectual Property (as applicable), and to issue any and all patents, trademarks, copyrights, domain names or other Reser's Assigned Intellectual Property (as applicable) to Purchaser, as assignee of the entire rights, titles and interests in and to the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives. Purchaser shall have the right to record this Assignment with all applicable Governmental Bodies and registrars so as to perfect its ownership of the Reser's Assigned Intellectual Property.

Section 3. Without limitation of any other obligations of Sellers set forth in the Asset Purchase Agreement, Sellers hereby covenant that, from time to time after the delivery of this Assignment, at Purchaser's request and without further consideration, Sellers will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required, at no material cost to such Seller, to more effectively convey, transfer to and vest in Purchaser any of the Reser's Assigned Intellectual Property, including assistance in the collection or reduction to possession of any such Reser's Assigned Intellectual Property, and including execution and delivery of all documents necessary to record in the name of Purchaser any and all patents, trademarks, copyrights and domain names included in such Reser's Assigned Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, the applicable Internet domain name registration authority, and any other applicable Governmental Body or registrar (including any applicable foreign or international office or registrar); provided that nothing herein shall be deemed to require any Seller to execute or deliver any such further assurance, document or instrument to the extent that the same could in any material way increase the burdens, obligations or liabilities otherwise imposed upon any Seller by this Assignment or the Asset Purchase Agreement. Sellers shall

**TRADEMARK**

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immediately deliver to Purchaser all copies and tangible embodiments of all Reser's Assigned Intellectual Property.

Section 4. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person other than Purchaser and its successors and assigns, any remedy or claim under or by reason of this Assignment or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of Purchaser and its successors and assigns.

Section 5. Subject to the terms of Section 12.8 of the Asset Purchase Agreement, this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, effective immediately upon its delivery to Purchaser.

Section 6. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, rights, remedies or obligations of Sellers or Purchaser (or any Designee) set forth in the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms set forth herein and the terms set forth in the Asset Purchase Agreement, the terms set forth in the Asset Purchase Agreement shall control.

Section 7. This Assignment and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Laws of the State of Delaware as to all matters, including matters of validity, construction, effect, performance and remedies.

Section 8. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 9. This Assignment may be executed in one or more counterparts (which may be effectively delivered by facsimile or other electronic means), all of which shall be deemed an original, and all of which together shall constitute one and the same instrument. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

*[Signature Page Follows]*

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

**PURCHASER:**

RESER'S FINE FOODS, INC., an Oregon corporation

By: Mark Reser  
Name: Mark Reser  
Title: President

**SELLERS:**

CHEF SOLUTIONS INC.  
ORVAL KENT HOLDINGS, INC.  
ORVAL KENT INTERMEDIATE HOLDINGS, INC.  
ORVAL KENT PARENT, LLC  
ORVAL KENT FOOD COMPANY, LLC  
ORVAL KENT FOOD COMPANY OF LINARES, LLC  
CS PREPARED FOODS HOLDINGS, LLC  
CHEF SOLUTIONS HOLDINGS, LLC  
CS DISTRIBUTION HOLDINGS, LLC  
CS DISTRIBUTORS, INC. OF OHIO

By: \_\_\_\_\_  
Name:  
Title:

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

**PURCHASER:** RESER'S FINE FOODS, INC., an Oregon corporation

By: \_\_\_\_\_  
Name: Mark Reser  
Title: President

**SELLERS:** CHEF SOLUTIONS INC.  
ORVAL KENT HOLDINGS, INC.  
ORVAL KENT INTERMEDIATE HOLDINGS, INC.  
ORVAL KENT PARENT, LLC  
ORVAL KENT FOOD COMPANY, LLC  
ORVAL KENT FOOD COMPANY OF LINARES, LLC  
CS PREPARED FOODS HOLDINGS, LLC  
CHEF SOLUTIONS HOLDINGS, LLC  
CS DISTRIBUTION HOLDINGS, LLC  
CS DISTRIBUTORS, INC. OF OHIO

By: Susan K. Sarb  
Name: SUSAN K. SARB  
Title: CFO

**EXHIBIT A**

**Assigned Intellectual Property**

| Trademark        | Country/<br>State | Serial No./<br>Registration No. | Goods  | Owner                         |
|------------------|-------------------|---------------------------------|--|-------------------------------|
| BERNEA FARMS     | US                | Reg. 1598796                    | Cream cheese, sour cream, dairy based and non-dairy based snack dips for chip dips and vegetable dips, sour dressing; cheese, namely, almond paste cheese, cheddar cheese, colby cheese, havarti cheese, mozzarella cheese, muenster cheese, pepper cheese, swiss cheese, spiced leyden cheese, shredded cheddar cheese, and shredded mozzarella cheese;   | Orval Kent Food Company, Inc. |
| ITS GRANDMA GOOD | US                | Reg. 2302775                    | Refrigerated mashed potatoes; refrigerated fruit, garden and vegetable salads; unflavored and unsweetened gelatines; sour cream; cheese; cottage cheese; cheese spreads; dairy-based and snack food dips; meats, namely, luncheon meats; and frozen entrees consisting primarily of meat, fish poultry or vegetables; cornmeal mush; refrigerated macaroni, rice and pasta salads; desserts, namely, flavored and sweetened gelatines desserts, mousses, puddings, parfaits, souffles and pies; horseradish; gravies and sauces; bakery products, namely, donuts, bagels and muffins; and frozen entrees consisting primarily of pasta or rice | Orval Kent Food Company, Inc. |

**TRADEMARK**






**EXHIBIT A**

**Assigned Intellectual Property**

| Trademark                      | Country/<br>State | Serial No./<br>Registration No. | Goods   | Owner                         |
|--------------------------------|-------------------|---------------------------------|---|-------------------------------|
| YODER'S                        | US                | Reg. 2305367                    | Refrigerated mashed potatoes; refrigerated fruit, garden and vegetable salads; sour cream; cheese; cottage cheese; cheese spreads; dairy-based and snack food dips; meats, namely, luncheon meats; and frozen entrees consisting primarily of meat, fish, poultry or vegetables; cornmeal mush; refrigerated macaroni, rice and pasta salads; desserts, namely, flavored and sweetened gelatin desserts, mousses, puddings, parfaits, souffles and pies; horseradish; gravies and sauces; bakery products, namely, bagels and muffins; and frozen entrees consisting primarily of pasta or rice | Orval Kent Food Company, Inc. |
| CITRUS SENSATIONS              | US                | Reg. 1864347                    | Prepared fruit salad which consists of various fruits   | Orval Kent Food Company, Inc. |
| GREEN HILL<br><b>TRADEMARK</b> | US                | Reg. 1927724                    | Whipped desserts made primarily of fruit/nuts and whipped topping; dips; and cream cheese; puddings; flavored gelatin-based desserts; chocolate, strawberry and other flavored dessert mousse and whipped desserts made primarily of chocolate and whipped topping  | Orval Kent Food Company, Inc. |



**EXHIBIT A**

**Assigned Intellectual Property**

| Trademark   | Country/<br>State | Serial No./<br>Registration No. | Goods   | Owner                         |
|---|-------------------|---------------------------------|---|-------------------------------|
|    | US                | Reg. 1918189                    | Cole slaw; baked beans; potato salads; chicken salad; ham salad; tuna salad; turkey salad; pimento spread; whipped desserts made primarily of fruit/nuts and whipped topping; dips; and cream cheese;<br>macaroni salad; pasta salad; puddings; flavored gelatin-based desserts; chocolate, strawberry and other flavored dessert mousse and whipped desserts made primarily of chocolate and whipped topping | Orval Kent Food Company, Inc. |
| MRS. CROCKETT'S KITCHENS<br><br><br><b>TRADEMARK</b> | US                | Reg. 1423046                    | Potato salad, cole slaw, vegetable salad, barbequed beans, seafood salad, chicken salad, prepared chicken, ham salad, tuna salad, egg salad, cheese spread, fruit salad and onion-flavored dip;<br>macaroni salad, macaroni and cheese, pasta salad, sweetened fruit-flavored gelatin dessert, and pudding  | Orval Kent Food Company, Inc. |
| <br><b>TRADEMARK</b><br><br>SIGNATURE                | US                | Reg. 971464                     | Prepared salads and rice pudding, tapioca pudding, cream desserts, Hawaiian salad dessert, cheesecake, and gelatin parfait<br><br>Chicken salad; ham salad; egg salad; tuna salad; shrimp salad; crabmeat   | Orval Kent Food Company, Inc. |

**EXHIBIT A**



**Assigned Intellectual Property**

| Trademark   | Country/<br>State | Serial No./<br>Registration No. | Goods   | Owner                         |
|---|-------------------|---------------------------------|---|-------------------------------|
|    | US                | Reg. 1787279                    | salad; artichoke salad; mushroom salad; and antipasto salad;<br>Pasta salad with salami and pepperoni; tortellini (pasta) salad with meat; and pastry   | Orval Kent Food Company, Inc. |
| SIGNATURE SALADS  | US                | Reg. 1554907                    | Barbecue chicken, sweet and sour chicken; mostaccioli pasta with meat sauce, cheese tortellini marinara, dry beef fajita mix, cheese ravioli with tomato sauce, lasagna with meat sauce, macaroni and cheese, vegetable lasagna, and dry chicken fajita mix | Orval Kent Food Company, Inc. |
|  | US                | Reg. 1790900                    | fowl salad; meat salad; seafood salad; vegetable salad; vegetable with meat salad; Pasta salad with fowl; pasta salad with meat; pasta salad with seafood; pasta salad with vegetables  | Orval Kent Food Company, Inc. |

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**EXHIBIT A**

**Assigned Intellectual Property**

| Trademark   | Country/<br>State | Serial No./<br>Registration No. | Goods  | Owner                         |
|---|-------------------|---------------------------------|--|-------------------------------|
|    | US                | Reg. 1791055                    | Herb salad with potatoes, pasta salad with vegetables, pasta primavera salad, honey mustard pasta salad, and vermicelli salad  | Orval Kent Food Company, Inc. |
|  <p style="text-align: right;"><b>TRADEMARK</b></p> | US                | Reg. 3235580                    | Prepared salads, namely, fruit salad, garden salad, vegetable salad, bean salad, egg salad, chicken salad, tuna salad, ham salad, turkey salad, and potato salad; dips; vegetable based spreads and cheese spreads; prepared and frozen entrees, side dishes and appetizers consisting primarily of meat, fish, poultry or vegetables; dips and cream cheese; shrimp salad; crabmeat salad; artichoke salad; mushroom salad; red skinned potato salad, and cole slaw; barbecue chicken; prepared entrees consisting primarily of sweet and sour chicken with mostaccioli pasta with meat sauce; meat salad; seafood salad; vegetable salad; vegetable with meat salad; processed fruit pieces; country potato with egg salad; southern mustard potato salad; dill potato salad; sour cream and dill potato salad; BBQ beans salad; gourmet potato salad; reduced fat mustard potato salad; fresh and | Orval Kent Food Company, Inc. |

**EXHIBIT A**




**Assigned Intellectual Property**

| Trademark | Country/<br>State | Serial No./<br>Registration No. | Goods   | Owner |
|-----------|-------------------|---------------------------------|---|-------|
|           |                   |                                 | <p>processed meats;<br/>                     Prepared salads, namely macaroni salad and pasta salad; sauces; prepared and frozen entrees, side dishes and appetizers consisting primarily of pasta or rice; rice pudding, tapioca pudding, cream desserts, Hawaiian salad dessert, cheesecake, and gelatin parfait, whipped desserts made primarily of fruit/nuts and whipped topping; tapioca pudding salad; pasta salad with salami and pepperoni; tortellini (pasta) salad with meat; pastry; antipasto salad; rotelli pasta salad, macaroni salad, and creamy pasta salad; prepared entrees consisting primarily of mostaccioli pasta with meat sauce sweet and sour chicken; cheese tortellini marinara; dry beef fajita mix; cheese ravioli with tomato sauce; lasagna with meat sauce; macaroni and cheese; vegetable lasagna; dry chicken fajita mix; cheese tortellini vinaigrette, dill pasta salad with chicken, and tarragon pasta salad with tuna fowl salad; pasta salad with fowl; pasta salad with meat; pasta salad with seafood; pasta salad with vegetables herb salad with potatoes; pasta salad with vegetables,</p> |       |

**TRADEMARK**

EXHIBIT A




Assigned Intellectual Property

| Trademark  | Country/<br>State | Serial No./<br>Registration No. | Goods  | Owner                         |
|--|-------------------|---------------------------------|--|-------------------------------|
|   | US                | Reg. 1254637                    | Cottage cheese   | Orval Kent Food Company, Inc. |
|   | US                | Reg. 921213                     | Cottage cheese   | Orval Kent Food Company, Inc. |
|  | US                | Reg. 3429086                    | Cheese, cream cheese, cottage cheese, ricotta cheese, dips, roast beef, corn dogs, salami, sausage, sauerkraut, mashed potatoes, potato salad, baked beans, unflavored and unsweetened gelatin, egg salad, cole slaw, cracklings, namely, fried pork rinds, sour cream, turkey breast, pre-packaged dinners consisting primarily of meat, pre-packaged dinners consisting primarily of ham, summer sausage, beef salami, bologna; bagels, cornmeal mush, English muffins, sauces, horseradish, | Orval Kent Food Company, Inc. |

TRADEMARK

**EXHIBIT A**





**Assigned Intellectual Property**

| Trademark   | Country/<br>State | Serial No./<br>Registration No. | Goods  | Owner                         |
|---|-------------------|---------------------------------|--|-------------------------------|
|    | US                | Reg. 3456138                    | macaroni and cheese, noodles, gravy, bread pudding, dessert mousse, bread stuffing, flavored and sweetened gelatin, cheesecake, cocktail sauce, tarter sauce, chopped garlic, pudding, macaroni salad, pasta salad | Orval Kent Food Company, Inc. |
|    | US                | Reg. 3443419                    | Refrigerated pizza   | Orval Kent Food Company, Inc. |
| MICHIGAN BRAND  | US<br>Illinois    | Reg. 040809                     | Cottage cheese and salads  | Orval Kent Food Company, Inc. |
|  | US<br>Illinois    | Reg. 040810                     | Cottage cheese and salads  | Orval Kent Food Company, Inc. |

**TRADEMARK**

EXHIBIT A

Assigned Intellectual Property


| Trademark   | Country/<br>State | Serial No./<br>Registration No. | Goods                     | Owner                            |
|---|-------------------|---------------------------------|---------------------------|----------------------------------|
|    | US<br>Indiana     | Reg. 5008-0360                  | Cottage cheese            | Orval Kent Food<br>Company, Inc. |
| MICHIGAN  | US<br>Indiana     | Reg. 5008-0371                  | Cottage cheese            | Orval Kent Food<br>Company, Inc. |
| MICHIGAN BRAND  | US<br>Indiana     | Reg. 5008-0349                  | Cottage cheese            | Orval Kent Food<br>Company, Inc. |
|    | US<br>Ohio        | Reg. TM6288                     | Cottage cheese and salads | Orval Kent Food<br>Company, Inc. |
|   | US<br>Illinois    | Reg. 040846                     | Cottage cheese and salads | Orval Kent Food<br>Company, Inc. |
| MICHIGAN BRAND  | US<br>Kentucky    | Reg. 013593.03                  | Cottage cheese and salads | Orval Kent Food<br>Company, Inc. |
|  | US<br>Kentucky    | Reg. 013592.03                  | Cottage cheese and salads | Orval Kent Food<br>Company, Inc. |

TRADEMARK



EXHIBIT A

Assigned Intellectual Property

| Trademark   | Country/<br>State | Serial No./<br>Registration No. | Goods  | Owner  |
|---|-------------------|---------------------------------|--|--|
| BABS  | US<br>Illinois    | Reg. 0915984                    | Cole slaw, potato salad, and other prepared salads and dressings | Orval Kent Food Company, Inc. (trademark potentially abandoned by owner) |
| <i>Chilled Selections</i>   | US<br>Illinois    | Reg. 1601138                    | Fruit pieces and fruit salads                                    | Orval Kent Food Company, Inc. (trademark potentially abandoned by owner) |
|  alex | US<br>Illinois    | Reg. 1652522                    | Fruit and vegetable salads                                       | Orval Kent Food Company, Inc. (trademark potentially abandoned by owner) |
| PREPARED FOR YOU  | US<br>Illinois    | Reg. 3024063                    | Advertising and marketing  | Orval Kent Food Company, Inc. (trademark potentially abandoned by owner) |

TRADEMARK

**EXHIBIT A**

**Assigned Intellectual Property**

| Trademark | Country/<br>State | Serial No./<br>Registration No. | Goods | Owner                  |
|-----------|-------------------|---------------------------------|-------|------------------------|
|           |                   |                                 |       | abandoned by<br>owner) |


**Foreign Registrations**

| Trademark     | Country/<br>State | Serial No./<br>Registration No. | Goods  | Owner                         |
|---------------|-------------------|---------------------------------|--|-------------------------------|
| DELI-MATES    | Canada            | Reg.<br>TMA545792               | Country potato with egg salad, southern mustard potato salad, elbow macaroni salad, macaroni and cheese salad, dixie cole slaw salad, sour cream and cheddar mac salad, sour cream and dill potato salad, BBQ beans salad, gourmet potato salad, Italian pasta salad, reduced fat elbow macaroni salad, reduced fat mustard potato salad, strawberry parfait salad, pistachio crème salad, tapioca pudding salad, and rice pudding salad.; | Orval Kent Food Company, Inc. |
| SALAD JUNIORS | Canada            | Reg.<br>TMA560443               | Cole slaw, potato salad, BBQ bean salad, chicken salad, tuna salad, seafood salad, reduced fat salad, bean salad, fruit salad, gelatin salad, pasta salad, and macaroni salad.   | Orval Kent Food Company, Inc. |

**TRADEMARK**






**EXHIBIT A**

**Assigned Intellectual Property**

| Trademark   | Country/<br>State | Serial No./<br>Registration No. | Goods  | Owner                         |
|---|-------------------|---------------------------------|--|-------------------------------|
|  | Canada            | Reg.<br>TMA324146               | Chicken salad; ham salad; egg salad; tuna salad; shrimp salad; artichoke salad; mushroom salad; antipasto salad; pasta salad with salami and pepperoni and tortellini (pasta) salad with meat. | Orval Kent Food Company, Inc. |

**EXHIBIT B**

**VISTA INTELLECTUAL PROPERTY**


| Trademark   | Country | Registration No. | Goods  |
|---|---------|------------------|--|
|    | US      | Reg. 3500541     | Refrigerated salad kits and pasta entrée kits consisting primarily of pasta, salad dressing, and prepared garnish  |
|    | US      | Reg. 4012697     | Potato salad; dips; vegetable based spreads and cheese spreads; shrimp salad; gourmet potato salad; Side dishes and appetizers consisting primarily of pasta or rice |
|   | US      | Reg. 3486855     | Sausage  |
| <b>BISTRO 28</b>  | US      | Reg. 4022914     | Potato salad; dips; vegetable based spreads and cheese spreads; shrimp salad; gourmet potato salad; Side dishes and appetizers consisting primarily of pasta or rice |
| FRESH CREATIVE FOODS  | US      | Reg. 3552467     | Chicken Salad  |
| <i>Fresh Creative Foods</i>   | US      | Reg. 3552460     | Chicken Salad  |
|  | US      | Reg. 3645300     | Chicken Salad  |
|  | US      | Reg. 3652946     | Pre-packaged dinners consisting primarily of rice served with red beans; Pre-packaged dinners consisting primarily of penne, served with creamy lobster              |
| CHEF SOLUTIONS  | US      | Reg. 3036156     | Prepared salads; namely, fruit salad, garden salad, vegetable salad, bean  |

**TRADEMARK**

**REEL: 004815 FRAME: 0555**

**EXHIBIT B**

**VISTA INTELLECTUAL PROPERTY**

| Trademark   | Country | Registration No. | Goods   |
|---|---------|------------------|---|
|   |         |                  | <p>salad, egg salad, chicken salad, tuna salad, ham salad and potato salad; soups; dips; vegetable based spreads and cheese spreads; prepared and frozen entrees, side dishes and appetizers consisting primarily of meat, fish, poultry or vegetables</p> <p>prepared salads, namely macaroni salad and pasta salad; sauces; mixes for bakery goods; bakery goods and bakery desserts, namely, breads, rolls, cakes, donuts, bagels, muffins, croissants, cookies, pies, danishes; prepared and frozen entrees, side dishes and appetizers consisting primarily of pasta or rice;</p> <p>providing advertising for others, product merchandising and category management services in the field of food preparation, food distribution and food retail; wholesale distributorship services in the field of food and food products to the food services industry;</p> <p>providing food preparation services and catering services</p> |
|  | US      | Reg. 2880003     | <p>Prepared salads; namely, fruit salad, garden salad, vegetable salad, bean salad, egg salad, chicken salad, tuna salad, ham salad and potato salad; soups; dips; vegetable based spreads and cheese spreads; prepared and frozen entrees, side dishes and appetizers consisting primarily of meat, fish, poultry or vegetables;</p> <p>prepared salads, namely macaroni salad and pasta; sauces mixes for bakery goods; bakery goods and bakery desserts, namely, breads, rolls, cakes,</p>   |

**TRADEMARK**

**REEL: 004815 FRAME: 0556**

**EXHIBIT B**

**VISTA INTELLECTUAL PROPERTY**

| Trademark | Country | Registration No. | Goods  |
|-----------|---------|------------------|--|
|           |         |                  | donuts, bagels, muffins, croissants, cookies, pies, danishes; prepared and frozen entrees, side dishes and appetizers consisting primarily of pasta or rice; |