

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
Allens, Inc.		03/30/2012	CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	BONDUELLE USA INC.		
Street Address:	180 State Road		
City:	Brockport		
State/Country:	NEW YORK		
Postal Code:	14420		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0560051	CHILL-RIPE	
Registration Number:	3103231	CHILL-RIPE	
Registration Number:	1468571	GARDEN CLASSICS	
CORRESPONDENCE DATA			
Fax Number:	2126325528		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-632-5500		
Email:	Trademarks@salans.com		
Correspondent Name:	Lora A. Moffatt		
Address Line 1:	c/o Salans, 620 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	0008008.0002		
NAME OF SUBMITTER:	Lora A. Moffatt		

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Signature:	/lora a moffatt/
Date:	08/08/2012
Total Attachments: 5 source=BONDUELLEIntellectual Property Assignment (Fully Executed) (2)#page1.tif source=BONDUELLEIntellectual Property Assignment (Fully Executed) (2)#page2.tif source=BONDUELLEIntellectual Property Assignment (Fully Executed) (2)#page3.tif source=BONDUELLEIntellectual Property Assignment (Fully Executed) (2)#page4.tif source=BONDUELLEIntellectual Property Assignment (Fully Executed) (2)#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made as of March 30, 2012, by and between Allens, Inc., an Arkansas corporation ("Assignor"), and Bonduelle USA Inc., a Delaware corporation ("Assignee").

RECITALS

1. Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated March 8, 2012, by and among Buyer, Seller, and Bonduelle Canada Inc. (as Guarantor for the limited purposes expressly set forth therein), pursuant to which Assignee agreed to acquire, and Assignor agreed to sell, the certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement.

2. Assignor owns (i) the trademarks and service marks, including the trademark and service mark registrations and applications therefor, identified on **Schedule A** attached hereto (the "Trademarks"), and (ii) the goodwill of the business in connection with which the Trademarks are used as intended to be used and which is associated with and symbolized by the Trademarks, both of which it desires to assign to Assignee.

3. Assignee desires to accept such assignment of the Trademarks, including the goodwill thereof.

NOW, THEREFORE, in consideration of the premises above and the mutual representations, warranties, covenants, agreements and conditions herein contained, and for other good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is and are hereby mutually acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment of Trademarks. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to the Trademarks, including the registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and including without limitation Assignor's right to sue for and seek remedies against past, present and future infringements of all or any of the foregoing and rights of priority and protection of interest therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests and other encumbrances. Assignor agrees to take such further actions, including, without limitation, the prompt execution and delivery of such documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Arkansas.

3. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

5. Effective Date. This Assignment shall take effect as of the date first written above.

6. Counterparts. This Assignment may be executed, by original or telecopy, in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

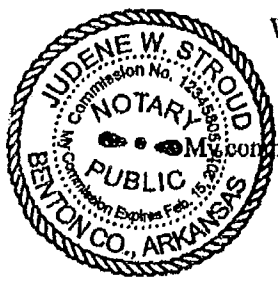
ALLENS, INC.

By: Roderick L. Allen
Name: Roderick L. Allen
Title: CEO

STATE OF Arkansas
COUNTY OF Benton

I, a Notary Public of the County and State aforesaid, certify that Roderick L. Allen personally appeared before me this day and acknowledged that he/she is CEO of Allens, Inc. and is an officer duly authorized to execute the foregoing instrument on behalf of Assignor and who signed and executed the foregoing instrument on behalf of Assignor.

Witness my hand and notarial seal this 24th day of March, 2012.



Judene W. Stroud
Notary Public

My commission expires: 2-15-2016

ASSIGNEE:

BONDUELLE USA INC.

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of Bonduelle USA Inc. and is an officer duly authorized to execute the foregoing instrument on behalf of Assignee and who signed and executed the foregoing instrument on behalf of Assignee.

Witness my hand and notarial seal this the _____ day of _____, 2012.

Notary Public

My commission expires: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

ALLENS, INC.

By: _____
Name:
Title:

STATE OF _____
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of Allens, Inc. and is an officer duly authorized to execute the foregoing instrument on behalf of Assignor and who signed and executed the foregoing instrument on behalf of Assignor.

Witness my hand and notarial seal this _____ day of _____, 2012.

Notary Public

My commission expires: _____

ASSIGNEE:

BONDUELLE USA INC.

By: David Carrot
Name: David Carrot
Title: V.P. & CFO

STATE OF NEW YORK
COUNTY OF NEW YORK

I, a Notary Public of the County and State aforesaid, certify that David Carrot personally appeared before me this day and acknowledged that he/she is Vice President & CFO of Bonduelle USA Inc. and is an officer duly authorized to execute the foregoing instrument on behalf of Assignee and who signed and executed the foregoing instrument on behalf of Assignee.

Witness my hand and notarial seal this the 31 day of July, 2012.

Notary Public

My commission expires: _____

ANTHONY J. CARROLL
Notary Public, State of New York
No. 31-4798900
Qualified in New York County
Expires August 31, 192013

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Description</u>
CHILL-RIPE	United States	June 17, 1952	560,051	IC 029. US 046. Frozen seedless purees of fruits and berries, whole fruits and berries, and sliced, diced and halved fruit.
CHILL-RIPE	United States	June 13, 2006	3,103,231	IC 029. US 046. Processed fruits, processed vegetables, mozzarella sticks, veggie fries, frozen vegetables.
CHILL-RIPE	Canada	August 18, 2006	TMA670434	Processed fruits, processed vegetables, mozzarella sticks, veggie fries, French toast sticks, pasta and frozen vegetables, hush puppies, vegetables, fruits.
GARDEN CLASSICS	United States	December 8, 1987	1,468,571	IC 031. US 046. Frozen vegetables.

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