

09-02-1998



TRADEMARKS

To the Honorable Commissioner of Pa.

100771604

ed original documents or copy thereof.

1. Name of conveying party(ies):

BDH Two, Inc.

Additional names of conveying party(ies)

attached? Yes No

3. Nature of conveyance:

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

Execution Date: December 12, 1996

2. Name and address of receiving party(ies):

Name: Specialty Brands of America, Inc.

Street Address: 24 East Avenue, #1296

Massachusetts Corporation

City: New Canaan State: Connecticut

Zip: _____

- Individual citizenship Association
- General Partnership Limited Partnership
- Corporation - State Massachusetts
- 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)

Additional name(s) and address(es) attached?

Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

TM

B. Trademark Registration No.(s)

1,665,516

1,726,020

1,473,400

Additional numbers attached? Yes No

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

Name: Trademark Administrator

Testa, Hurwitz & Thibeault

Street Address: High Street Tower

125 High Street

City: Boston State: MA Zip: 02110

6. Total number of applications and trademarks involved:

3

7. Total fee (37 CFR 3.41) \$ 120.00

- Enclosed
 - Authorized to be charged to deposit account
- FOR DEFICIENCIES ONLY

8. Deposit Account Number: 20-0531

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

fees enclosed

9. Statement of signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin R. Longo
Name of Person Signing

Robin R. Longo
Signature

March 16, 1998
Date

Total number of pages comprising cover sheet: 1

481/40

12-18-1996



RECEIVED

DEC 16 1996

TRADEMARKS

1 original documents or copy thereof.

To the Honorable Commissioner of Pat.

1. Name of conveying party(ies):
BDH Two, Inc.

Additional names of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: December 12, 1996

100327350

Name: Specialty Brands of America
Street Address: 24 East Avenue, #1296
Massachusetts Corporation
City: New Canaan State: Connecticut
Zip: _____

Individual citizenship Association
 General Partnership Limited Partnership
 Corporation - State Massachusetts
 Other: _____

If Assignee is not domiciled in the United States, a domestic representative designation is attached
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(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?
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4. Application number(s) or registration number(s):

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B. Trademark Registration No.(s)

1,665,516
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Name: Trademark Administrator
Testa, Hurwitz & Thibault
Street Address: High Street Tower
125 High Street
City: Boston State: MA Zip: 02110

6. Total number of applications and trademarks involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 20-0531

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

080 BS 12/17/96 1665516

0 481

40.00 DK

080 BS 12/17/96 1665516

0 480

50.00 DK

9. Statement of signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah J. Peckham

Name of Person Signing

[Signature]
Signature

12/13/96
Date

Total number of pages comprising cover sheet: 1

TRADEMARK

12-14-96 MRO

COPY

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS and TRADE DRESS

WHEREAS, BDH Two, Inc., a corporation organized and existing under the laws of the state of Delaware with a principal place of business located at One Little Falls Centre, Suite 202, Wilmington, Delaware (hereinafter referred to as "Assignor") is the owner of the entire right, title and interest in and to the trademarks, registered trademarks, copyrights and trade dress identified on Schedule A attached hereto together with the goodwill related thereto (hereinafter collectively referred to as the "Marks"); and

WHEREAS, Specialty Brands of America, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business located at 24 East Avenue, #1296, New Canaan, Connecticut (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

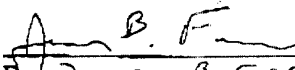
WHEREAS, Assignor and Assignee previously have entered into a certain Asset Purchase and Sale Agreement dated October 9, 1996 pursuant to the terms of which Assignor agreed to assign all right, title and interest of Assignor in and to: its common law trademarks and/or tradenames, copyrights and/or copyright applications used principally in connection with the business and business assets being acquired; all registered trademarks and/or copyrights and copyright applications used principally in connection with the business assets being acquired, and all applications, registration certificates, Section 8 affidavits, renewals, investigations, search reports, histories and other documents or files pertaining thereto; and any trade dress associated with such common law or registered trademarks; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment by Assignee;

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, by its duly authorized corporate officer all effective this 12 day of December, 1996.

BDH TWO, INC.


By JAMES B. FARRER
Title: ATTORNEY IN FACT

266DJF7438/1.294477-1

Schedule A

<u>Marks</u>	<u>Registration Number</u>	<u>Registration Date</u>
100% PURE AND DESIGN	U.S. 1,665,516	11/19/1991
100% PURE AND MAPLE LEAF DESIGN	U.S. 1,726,020	10/20/1992
CARY'S	U.S. 1,473,400	01/19/1988

All other common law trade dress designs associated with the packaging and labeling of all products owned by BDH TWO, Inc. which assets are being transferred in accordance with the Asset Purchase Agreement dated October 9, 1996.