

11-21-2001



101898926

Docket No.:

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**BFC Investments, L.P.**

11-16-01

- Individual(s)
- General Partnership
- Corporation-State
- Other **Delaware Limited Partnership**

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other
  - Association
  - Limited Partnership
  - Merger
  - Change of Name

Execution Date: **August 27, 2001**

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

Name: **Kraft Foods Holdings, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **Three Lakes Drive**

City: **Northfield** State: **IL** ZIP: **60093**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)  
**See Attached Schedule A**

B. Trademark Registration No.(s)  
**See Attached Schedule A**

Additional numbers  Yes  No

2451922

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

Name: **Cory M. Amron, Esquire**

Internal Address: **Vory Sater Seymour and Pease LLP**

Street Address: **1828 L Street NW**

**11th Floor**

City: **Washington** State: **DC** ZIP: **20036**

6. Total number of applications and registrations involved: **26**

7. Total fee (37 CFR 3.41):.....\$ **\$665.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**22-0585**

11/20/2001 DBYRNE 00000013 2451922  
01 FC:481 40.00 OP  
02 FC:482 625.00 OP

DO NOT USE THIS SPACE

9. Statement and 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.*

**Cory M. Amron**  
Name of Person Signing

*Cory Amron*  
Signature

**November 16 2001**  
Date

Total number of pages including cover sheet, attachments, and

**3**  
**TRADEMARK**

SCHEDULE A

<u>Mark</u>	<u>Registration/Application Number</u>	<u>Registration/Filing Date</u>
SMART COOKER	2,451,922	05/15/2001
AMAZING PASTA	76/034,324	04/26/2000
AUTHENTIC CREATIONS	75/735,914	06/24/1999
EASYPLEASERS	75/780,892	08/20/1999
IPA	76/079,885	06/27/2000
IT'S AMAZING	76/034,323	04/26/2000
IT'S MAC & CHEESE ANYTIME	75/927,247	02/25/2000
IT'S MAC ANYTIME	75/927,245	02/25/2000
IT'S NOODLES ANYTIME	75/822,087	10/13/1999
IT'S PASTA ANYTIME	75/980,551	10/07/1999
IT'S PASTA ANYTIME	75/816,997	10/07/1999
IT'S POTATOES ANYTIME	75/927,246	02/24/2000
IT'S RICE ANYTIME	75/822,088	10/13/1999
NOODLES ANYTIME	75/822,086	10/13/1999
PASTA ANYTIME	75/735,913	06/24/1999
PASTA DELISHES	75/735,911	06/24/1999
PASTA IMPRESSIONS	75/780,893	08/20/1999
PASTA IMPRESSO	75/780,890	08/20/1999
PASTA PRONTO	75/735,908	06/24/1999
PERFECTLY PRONTO	75/735,909	06/24/1999
READY WHEN YOU ARE	76/053,898	05/23/2000
RICE ANYTIME	75/735,912	06/24/1999
RICE DELISHES	75/735,910	06/24/1999
RICE IMPRESSIONS	75/780,889	08/20/1999
RICE IMPRESSO	75/780,888	08/20/1999
SMART COOKER & Design	75/908,146	02/03/2000

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 27<sup>th</sup> day of August, 2001 ("Effective Date") by BFC Investments, L.P., a Delaware limited partnership having its principal place of business at Suite 202, One Little Falls Centre, 2711 Centerville Road, Wilmington, Delaware 19808 ("Assignor") to Kraft Foods Holdings, Inc., a Delaware corporation, having its principal place of business at Three Lakes Drive, Northfield, Illinois 60093 ("Assignee").

WHEREAS, Assignor represents that it owns the United States registrations issued, applications filed, or common-law rights related to any of the trademark registrations and applications listed on Schedule A annexed hereto ("Trademarks"), together with the goodwill of Assignor's business appertaining thereto;

WHEREAS, pursuant to, and in connection with the transactions contemplated by the Asset Purchase Agreement (the "Purchase Agreement") dated as of August 27, 2001 by and between, inter alia, Assignor and Assignee, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Trademarks, together with the goodwill of the business associated therewith and the registrations therefor, subject to the terms and conditions hereof;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby does assign, sell and transfer to Assignee, its successors, assigns and legal representatives, all its right, title and interest in and to the Trademarks and all of the goodwill associated therewith, together with the right to recover damages and profits and all other remedies for past infringements thereof.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks in Assignee and to record this Assignment with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

BFC INVESTMENTS, L.P.

By: Borden Foods International Corporation,  
its General Partner

By:   
Alyssa Anton, Secretary