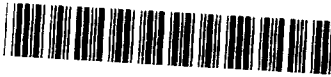


08-16-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDS  
TRAD.

102191786

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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):

8.14.02

Terryberry Company Limited Partnership

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: 7/1/02

2. Name and address of receiving party(ies)

Name: Terryberry Company, LLC

Internal

Address:

Street Address: 2033 Oak Industrial Dr., NE

City: Grand Rapids State: MI Zip: 49505

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company

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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2576032

Additional number(s) attached  Yes  No

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

Name: Ingrid A. Jensen

Internal Address:

Street Address: Bridgewater Place

333 Bridge, NW, Suite 800

City: Grand Rapids State: MI Zip: 49504

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Ingrid A. Jensen  
Name of Person Signing

*Ingrid A. Jensen*  
Signature

8/1/02  
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

08/16/2002 AAHMED1 00000074 2576032

01 FC:481

40.00 DP

TRADEMARK  
REEL: 2563 FRAME: 0272

## ASSIGNMENT

WHEREAS, Terryberry Company Limited Partnership, a limited partnership organized and existing under the laws of Michigan and having a place of business at 2033 Oak Industrial Drive, N.E., Grand Rapids, Michigan 49505, (hereinafter "ASSIGNOR"), has adopted, used and is using the trademark consisting of the word "Terryberry" which is the subject of United States Registration No. 2576032, registration date of June 4, 2002 (hereinafter "the Mark"); and

WHEREAS, ASSIGNOR and Terryberry Company, LLC, a limited liability company organized and existing under the laws of Michigan and having a place of business at 2033 Oak Industrial Drive, N.E., Grand Rapids, Michigan 49505 (hereinafter "ASSIGNEE"), have agreed that the Mark, together with the goodwill of the business symbolized by the mark, the aforesaid registration therefor, and the right to recover damages for past acts of infringement, shall be transferred from ASSIGNOR to ASSIGNEE, effective July 1, 2001.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR agrees as follows:

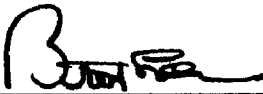
1. ASSIGNOR does hereby assign unto ASSIGNEE all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, the Registration No. 2576032 of the Mark, and the right to recover damages for past acts of infringement, *nunc pro tunc* as of July 1, 2001.

2. ASSIGNOR, for itself, its successors and assigns, hereby warrants and covenants to ASSIGNEE, its successors and assigns, that ASSIGNOR is the exclusive

owner of the Mark, that the Mark is free and clear of all liens, security interests and encumbrances of any type, and that there has been no abandonment or cancellation of the Mark from the date of first use to the date of this Assignment. Further, ASSIGNOR warrants and defends the assignment of the Mark hereby made to ASSIGNEE, its successors and assigns, against the claims and demands of all entities and persons.

TERRYBERRY COMPANY LIMITED  
PARTNERSHIP


Dated: 7/1/02

By:   
Brent L. Slay  
Its: General Partner

ASSIGNOR

STATE OF MICHIGAN   )  
                                  ) ss.  
COUNTY OF KENT    )

The foregoing was acknowledged before me this 1<sup>st</sup> day of July, 2002, by Brent L. Slay, General Partner of Terryberry Company Limited Partnership, who acknowledged that he signed on behalf of the partnership with the authority to do so.



Notary Public, Kent County, Michigan  
My commission expires: 8/11/2004

03913 (001) 169345.01