

Tab settings 0 0 0



Attached original documents or copy thereof.

To the Honorable Commissioner of

101465976

1. Name of conveying party(ies): Pate Foods Corporation

8-29-00

address of receiving party(ies)

Name: Consolidated Biscuit Co. Internal Address: P.O. Box 847 Street Address: 312 Rader Road City: McComb State: OH ZIP: 45858

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 15, 2000

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State--OHIO 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,621,492 1,621,494 1,621,493 1,621,496

Additional numbers attached? Yes No

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

Name: Henry N. Heuerman, Esq. Internal Address: Eastman & Smith Ltd. Street Address: One SeaGate, 24th Floor P.O. Box 10032 City: Toledo State: OH ZIP: 43699-0032

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Henry N. Heuerman Name of Person Signing

Signature

7/27/00 Date

Total number of pages including cover sheet, attachments, and document: 4

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

09/21/2000 DNGUYEN 00000207 1621492

01 FC:401 02 FC:402

40.00 DP 75.00 DP

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated effective as of May 15, 2000, is by and between PATE FOODS CORPORATION, an Illinois corporation (the "Assignor") and CONSOLIDATED BISCUIT COMPANY, an Ohio corporation (the "Assignee").

RECITALS

WHEREAS, the Assignor owns certain trademarks as set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee has purchased from the Assignor the trademarks set forth in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

AGREEMENT

1. The Assignor does hereby assign, transfer and convey, without representation or warranty, all of its right, title and interest in and to all of the present trademarks, trade names and servicemarks and the registrations and applications therefore owned by the Assignor (the "Trademarks"), including, without limitation, those as set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.

2. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction.

3. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4. This Assignment is subject to modification only by a writing signed by the parties.

5. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


6. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF OHIO IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first stated above.

"ASSIGNOR"

PATE FOODS CORPORATION,
an Illinois corporation

Dated: 5/15/00


By: LARRY E. POCHELL
Its: PRESIDENT

"ASSIGNEE"

CONSOLIDATED BISCUIT CO.,
an Ohio corporation

Dated: 5-15-00

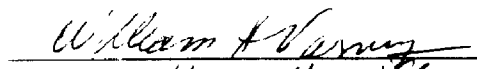

By: William H. Vane
Its: Vice President

EXHIBIT A

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
The Delicious, Crunchy, Guilt Free Snack	1,621,492	11/6/90
Guilt Free	1,621,493	11/6/90
The Delicious Guilt Free Snack	1,621,494	11/6/90
For Guilt Free Snacking	1,621,496	11/6/90

BODMAN, LONGLEY & DAHLING LLP

110 HILLER, SUITE 300
ANN ARBOR, MICHIGAN 48104
(734) 761-3780
FAX (734) 930-2494

ANGELA ALVAREZ SUJEK
DIRECT DIAL (734) 930-0121
ASUJEK@BODMANLONGLEY.COM

34TH FLOOR
100 RENAISSANCE CENTER
DETROIT, MICHIGAN 48243
(313) 259-7777
FAX (313) 393-7579

229 COURT STREET
P.O. BOX 405
CHEBOYGAN, MICHIGAN 49721
(616) 627-1351
FAX (616) 627-2802

August 22, 2000

By Certified Mail

Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231

755 WEST BIG E-FAVER ROAD
SUITE 2020
TROY, MICHIGAN 48064
(248) 362-2110
FAX (248) 244-0780

Re: Recordation of Security Interest of Comerica Bank, Agent in Trademarks

Please file the enclosed documents in the following order:

- (1) the original and two (2) copies of a signed Trademark Recordation Form Cover Sheet;
- (2) a copy of the original Assignment of Trademarks Agreement between Pate Foods Corporation, Assignor, and Consolidated Biscuit Co., Assignee;
- (3) a check in the amount of \$115.00 made payable to "Commissioner of Patents & Trademarks" in payment of the filing fee;
- (4) the original and two (2) copies of a signed Trademark Recordation Form Cover Sheet;
- (5) a copy of the original Amendment No. 4 to Trademark Agreement between Consolidated Biscuit Co. and Comerica Bank, Agent, and copies of the original Trademark Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3;
- (6) a check in the amount of \$115.00 made payable to "Commissioner of Patents and Trademarks" in payment of the filing fee.

Our firm has established a deposit account with your office, Account No. 02-2880. This letter will act as authority for you to withdraw from this account, should additional funds be needed to process this Request.

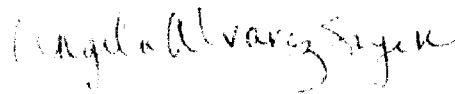
Commissioner of Patents and Trademarks

August 22, 2000

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Please contact me if further information is required. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Angela Alvarez Sujek".

Angela Alvarez Sujek

Enclosures

cc: Bonnie Sherr

