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FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

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04-04-2001



U.S. Patent & TMOfc/TM Mail Ropt Dt. #01

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Conveying Party	Mark if additional names of conveying parties attached Execution Date
Name Societe des Produits Nestle S.A.	Month Day Year 10/02/00
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Name J.R. Simplot Company	
DBA/AKA/TA	
Composed of	
Address (line 1) 999 Main Street, Suite 1300	
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TRADEMARK

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Name	Alexander H. Butterman		
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Trac	demark Application Number(s)	Registration Number(s)	
75/688,746		1,187,914 1,198,120	
		949,936 899,794	
		802,793	
Number of	Properties Enter the total number of pr	operties involved. # 6	
Fee Amour	Tee Amount for Properties L	isted (37 CFR 3.41): \$ 165	
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Alexander H		3/20/01	
Name	e of Person Signing	Signature Date	Signed

**TRADEMARK** 

**REEL: 002262 FRAME: 0822** 

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Nestlé USA, Inc., a Delaware corporation ("NUSA"), J.R. Simplot Company, a Nevada corporation ("Buyer"), and Project Eye Company, a Nevada corporation, have entered into that certain Amended and Restated Purchase Agreement, dated as of July 28, 2000 (the "Purchase Agreement"); and

WHEREAS, Societe des Produits Nestlé S.A., a corporation organized under the laws of Switzerland and an affiliate of NUSA ("Seller"), and Buyer have entered into that certain Intellectual Property Purchase Agreement, dated as of October 2, 2000 (the "Intellectual Property Purchase Agreement"), pursuant to which Seller has agreed to sell, and Buyer has agreed to buy, certain intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to (i) the registered trademarks (or marks for which registration is pending) "KITCHEN FRIES", "MARINER", "TATER ETTES", "ULTRA FRIES", "WILD WEST" and "SELECT RECIPE" worldwide and in any country and the goodwill associated therewith and (ii) all other trademarks, trade dress, trademark registrations and trademark applications, service marks, registered designs, registered design applications, copyrights, copyright registrations and copyright applications owned or possessed by Seller (including, without limitation, any such items set forth on Schedule A to the Intellectual Property Purchase Agreement) and, in the case of clause (ii) above, limited to the extent such items are used to conduct the Business (as defined in the Purchase Agreement) as currently conducted; provided, however, that such assignment and transfer to Buyer does not include, and Seller expressly retains, Seller's right, title and interest in and to any and all Excluded Intellectual Property (as defined in the Intellectual Property Purchase Agreement) owned or possessed by Seller.

\* \* \*

TRADEMARK REEL: 002262 FRAME: 0823 Dated as of this 2nd day of Cotober, 2000.

SOCIETE DES PRODUITS NESTLÉ S.A.

3 60FAIN

Name: CLARGE

Title: VICA HUSILENT

(Assignment of Intellectual Property Rights)

TRADEMARK
REEL: 002262 FRAME: 0824

SCHEDULE A to the Intellectual Property Purchase Agreement

# REGISTERED TRADEMARKS AND PENDING REGISTERED TRADEMARKS

MARK	COUNTRY	GOODS	CLASS	OWNER	STATUS	NUMBER/ DATE	NEXT RENEWAL DATE
KITCHEN FRIES	U.S.	FRENCH FRIED POTATOES	INT'L 29	SPN	REGISTERED	1,187,914/	1-26-2002
MARINER	U.S.	FROZEN AND PROCESSED POTATOES	INT'L 29	SPN	REGISTERED	949,936/ 1-2-1973	1-2-2003
TATER•ETTES	U.S.	FROZEN FOODS – NAMELY, SHREDDED POTATOES COOKED IN OIL AND FROZEN	U.S. 46	SPN	REGISTERED	802,793/ 1-25-1966	1-25-2006
ULTRA FRIES	U.S.	FRENCH FRIED POTATOES	INT'L 29	SPN	REGISTERED	1,198,120/ 6-15-1982	6-15-2002
WILD WEST	U.S.	FROZEN POTATOES	INT'L 29	SPN	REGISTERED	899,794/ 9-29-1970	9-29-2000
SELECT RECIPE	U.S.	PROCESSED POTATOES	INT'L 29	SPN	APPLICATION PENDING	NA	NA

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**TRADEMARK** REEL: 002262 FRAME: 0825