

01-02-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

The J. M. Smucker Company

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

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

2. Name and address of receiving party(ies)

Name: Smucker Fruit Processing Company

Internal Address:

Street Address: Strawberry Lane

City: Orrville State: OH Zip: 44667-0280

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 05-01-02

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

A. Trademark Application No.(s) See attached Schedule

B. Trademark Registration No.(s) See attached Schedule

Additional number(s) attached Yes No

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

Name: Kristin J. Frost

Internal Address:

Calfee, Halter & Griswold LLP

Street Address: 1400 McDonald Investment Ctr.

800 Superior Avenue

City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved:

76

7. Total fee (37 CFR 3.41): \$ 1,915.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

12/31/2002 DBYRNE 00000186 1718416

01 FC: 0521 02 FC: 0522

Name of Person Signing

Kristin J. Frost Signature

12/23/02 Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK REEL: 002642 FRAME: 0456

**Exhibit B**  
**Trademarks and Service Marks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Adams	1,718,416	9/22/1992
Adams No-Stir	1,753,334	2/16/1993
Bagel Toppers	2,046,522	3/18/1997
Baking Healthy	2,091,925	8/26/1997
Banner Logo	1,637,019	3/5/1991
Banner Logo	1,637,033	3/5/1991
Banner Logo	2,201,817	11/3/1998
Banner w/Smucker's	1,557,017	9/19/1989
Berry Patch	1,499,807	8/9/1988
Cap Design	2,235,411	3/23/1999
Cap Design	2,235,410	3/23/1999
Country Inn Classics	2,155,529	5/5/1998
Country Sides	2,086,343	8/5/1997
Coventry Gardens	2,149,784	4/7/1998
Dickinson Family The	1,128,390	12/25/1979
Dickinson's Script	686,435	10/6/1959
Dickinson's Word	2,300,057	12/14/1999
Dutch Girl (Words)	2,077,247	7/8/1997
Dutch Girl Logo	322,183	2/26/1935
Evergreen Collection	1,864,344	11/22/1994
Fruit du Soleil	2,079,975	7/15/1997
Fruit 'n Maple	1,435,142	3/31/1987
Gingham Band	1,254,673	10/18/1983
Gingham	1,149,068	3/24/1981
Gingham	2,157,488	5/12/1998
Gingham	2,179,287	8/4/1998
Gingham	1,416,176	11/4/1986
Goober Grape	1,300,803	10/16/1984
Goober Honey	1,509,392	10/18/1988
Goober Strawberry	1,461,157	10/13/1987
Goober Striped Product	2,478,798	8/21/2001
Goober	1,498,820	8/2/1988
Heart Design	2,223,098	2/9/1999
House Design	2,029,153	1/7/1997
Incredible Uncrustable	2,241,603	4/27/1999

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
It Has to Be Good	2,297,948	12/7/1999
Jar Design	1,409,640	9/16/1986
Kitchen King	974,089	11/27/1973
Laura Scudder's	1,810,946	12/14/1993
Lost Acres	1,078,517	11/29/1977
Magic Shell	1,121,974	7/10/1979
Mary Ellen	560,896	7/01/1952
Pacific Mountain	1,754,571	2/23/1993
Plate Scapers	2,373,880	8/1/2000
Purely Fruit	2,285,547	10/12/1999
Purely the Finest	1,482,523	3/29/1988
R-Line	1,611,416	8/28/1990
Simply 100% Fruit	2,233,522	3/23/1999
Simply Fruit	1,493,340	6/21/1988
Simply Smucker's Service Mark	2,298,997	12/7/1999
Slenderella	672,285	1/6/1959
Smucker's Baking Healthy	2,076,295	7/1/1997
Smucker's Family-Made Cap Design	2,235,411	3/23/1999
Smucker's Family-Made Cap Design	2,235,410	3/23/1999
Smucker's Puckers	2,430,420	2/20/2001
Smucker's Service Mark	1,918,604	9/12/1995
Smucker's	2,122,410	12/16/1997
Smucker's	506,885	2/22/1949
Smucker's	753,791	7/30/1963
Smucker's	890,992	5/12/1970
Special Recipe	1,614,092	9/18/1990
Special Reserve	1,503,164	9/6/1988
Spreadin' Honey	1,302,978	10/30/1984
Strawberry Logo	1,682,515	4/7/1992
Strawberry Logo	1,682,517	4/7/1992
The spread that makes bread smile!	2,609,429	5/23/2001
Turtle Magic Shell Design	2,178,345	8/4/1998
Uncrustables	2,473,056	7/31/2001
With a name like Smucker's it has to be good!	850,303	6/4/1968
With a name like Smucker's it has to be good!	2,122,409	12/16/1997

**Exhibit B**  
**Trademarks and Service Marks**  
Trademark Applications

<b>Trademark</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
Gingham Design	76/137,729	10/2/2000
Roundwiches	76/047,950	5/15/2000
Sandwich Design	76/184,192	12/21/2000
Sandwich Design (2 Dimensional Image) US	76/336,653	11/14/2001
Smucker's Snackers	75/614,066	12/28/1998
Roundwiches	76/047,950	05/15/2000

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") effective as of May 1, 2002 (the "Effective Date"), is by and between The J. M. Smucker Company, an Ohio corporation (the "Assignor") and Smucker Fruit Processing Company, a California corporation (the "Assignee").

### WITNESSETH:

WHEREAS, the Assignor has invented, patented, acquired, adopted, used and is using, purchased, written, developed, controls, and owns certain domestic patents, trademarks, trade names, service marks, copyrights, technology, trade secrets, secret processes, "know-how" and information as more specifically set forth on Exhibits A through E attached hereto (collectively, the "Intellectual Property") and desires to assign its entire right, title and interest in and to this Intellectual Property to Assignee;

WHEREAS, the Assignee desires to acquire all rights, titles and interest in and to Assignor's Intellectual Property.

NOW THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the Assignor and Assignee hereby agree as follows:

### ARTICLE I

#### ASSIGNMENT

For value received, and subject to the terms and conditions of any existing legally binding agreements, licenses, and/or encumbrances, the Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire domestic right, title, and interest Assignor has in and to all of its Intellectual Property, including, without limitation:

- a) all patents, inventions or improvements thereto as listed on Exhibit A, which is attached hereto and incorporated herein;
- b) all trademarks and service marks listed on Exhibit B, which is attached hereto and incorporated herein, together with the goodwill of the business symbolized by the trademarks and service marks, the registration of same, and any rights to renewal;
- c) all copyrights, and the rights to renewal or extension of the copyrights, listed on Exhibit C, which is attached hereto and incorporated herein;

- d) all tradenames listed on Exhibit D, which is attached hereto and incorporated herein , together with the goodwill of the business symbolized by the tradenames, the registration of the tradenames, and the right to renewal;
- e) all technology, trade secrets, secret processes, information and all other "know-how" listed on Exhibit E, which is incorporated herein in full by reference; and
- f) any and all other domestic patents, trademarks (together with the goodwill symbolized by the trademarks), trade names, copyrights, know-how, trade secrets, secret processes and information of whatever kind or nature not specifically listed above, whether or not currently used in the conduct of Assignor's business, provided that a unilateral transfer thereof is not precluded by the terms and conditions of an existing legally binding agreement and further provided that the transfer is subject to all existing licenses and other encumbrances.

## ARTICLE II

It is expressly agreed that this Assignment is not merely of the rights to tangible evidence of information such as blueprints, drawings, or other physical material on which the Intellectual Property is recorded, but it is an assignment and transfer of any and all right, title and interest Assignor has in the Intellectual Property of both a physical and intangible nature, including any and all rights to prosecute past, current, and future infringements associated with this Intellectual Property.

## ARTICLE III

Assignor represents and warrants that the Intellectual Property assigned and transferred pursuant to this Assignment is owned by Assignor, that Assignor has the exclusive right to use, transfer and assign this Intellectual Property, and that any and all patents, trademarks, service marks, trade names, and copyrights are valid and in force.

## ARTICLE IV

Assignor requests and directs any duly authorized official to issue any patent on any inventions or improvements, or resulting from the improvements, to Assignee or its successors or assigns.

## ARTICLE V

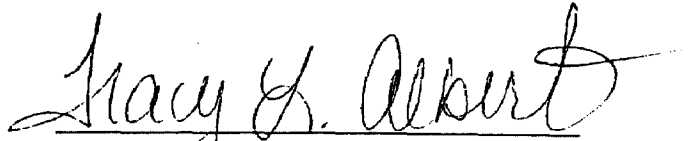
Assignor agrees that, on request and at Assignee's expense, it will communicate to Assignee or its representatives or nominees, any facts known to Assignor respecting the Intellectual Property, and will testify in any legal proceeding, execute divisional, continuing, and reissue applications and other documents, and otherwise do everything possible to aid Assignee, or its successors, assigns, and nominees, to obtain and enforce protection for the Intellectual Property within the United States.



STATE OF OHIO

COUNTY OF WAYNE

The foregoing assignment was acknowledged before me this 12th day of December 2002,  
by Steven J. Ellcessor of The J. M. Smucker Company an Ohio corporation,  
on behalf of the corporation.



Notary Public

**TRACY L. ALBERT**

Notary Public, State of Ohio

My Commission Expires March 9, 2004