

05-16-2003

5-15-03

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102449840

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):

Tone Brothers, Inc.
2301 S.E. Tone's Drive
Ankeny, IA 50021

- 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: JPMorgan Chase Bank, as Co-Trustee

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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: 08/13/2001

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

A. Trademark Application No.(s)
Please see schedule attached hereto.

B. Trademark Registration No.(s)
Please see schedule attached hereto.

Additional number(s) attached Yes No

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

Name: Ms. Penelope Agadoa

Internal Address: Federal Research Corporation

05/19/2003 **LMUELLER 00000035 74502110**

40.00 OP
2050.00 DP

Street Address: 1030 Fifteenth Street, NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 83

7. Total fee (37 CFR 3.41)..... \$2090⁰⁰

- 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.

David J. Miller

Name of Person Signing

Signature

04/21/03

Date

Refund Ref: 05/19/2003 **LMUELLER 0000127101**

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

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

CHECK Refund Total: **\$25.00**

TRADEMARK
REEL: 002736 FRAME: 0218

372 TONE BROTHERS, INC. Trademark Properties

United States of America 030574 000337	AUTHENTIC PRESTI'S & DES.	United States of America	74/582110 04-Oct-94	1989521 30-Jul-96	1 30 Pizza seasoning, garlic bread sprinkled w/cheese, spaghetti seasoning, salad seasoning w/romano cheese and seasoned croutons	R	7/30/06	Registered	Tone Brothers, Inc.
032911 000014	BAKER'S SELECT & Design	United States of America	74/349063 17-Nov-93	1868501 20-Dec-94	1 30 Yeast.	R	12/20/04	Registered FORMERLY BPFS 13700	Tone Brothers, Inc.
030574 000154	BEAU MONDE (STYLIZED)	United States of America	71/470268 15-May-44	409189 19-Sep-44	N 46 Seasoning salt.	R	9/19/04	Registered FORMERLY BPFS 1100	Tone Brothers, Inc.

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[[NYCORP:2258157v1:4443D:04/20/03-03:35 p]]

TRADEMARK
REEL: 002736 FRAME: 0219

File No. Trademark Country AppIn No. Reg No Classes Due Date
 Status Reg Date Goods

030574 000167 BOTTLE DESIGN United States of America 73/452461 994041 I 30 R 9/24/04 Registered
 26-Mar-73 24-Sep-74 Spices. FORMERLY BPFS 1200

Owner:
 Tone Brothers, Inc.

030574 000174 BROIL 'N GRILL United States of America 73/221036 815070 N 46 R 9/13/06 Registered
 14-Jun-65 13-Sep-66 All purpose seasoning. FORMERLY BPFS 3900

Owner:
 Tone Brothers, Inc.

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File No.	Trademark	Country	Appl No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000185	BUFFALO WINGS & Design	United States of America	75/384639 04-Nov-97	2233733 23-Mar-99	I 30 D Cooking bags and mixtures of spices and seasonings sold as a unit.	Registered FORMERLY BPFS 3401
Owner:						
Tone Brothers, Inc.						

030574 000201	CANADA'S FAVOURITE	United States of America	74/311122 04-Sep-92	1777524 15-Jul-93	I 30 R Food seasonings.	Registered
Owner:						
Tone Brothers, Inc.						

030574 000214	CHEF'S TASTE	United States of America	74/147953 15-Mar-91	1831740 19-Apr-94	I 30, 31 R IN CLASS 30: Spices, processed herbs, seasonings, and seasoning salt. IN CLASS 31: Unprocessed herbs.	Registered
Owner:						
Tone Brothers, Inc.						

File No.	Trademark	Country	Appl No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000190	CHOC-O-TRIMS	United States of America	73/410095 20-Jan-83	1332469 23-Apr-85	1 30 Decorative confections for ice cream, cake, cupcakes, cookies and doughnuts.	Registered FORMERLY BPFS 4800
						Tone Brothers, Inc.
030574 000219	CRAZY DAVE'S	United States of America	74/311063 04-Sep-92	1792804 14-Sep-93	1 30 Salt, pepper, spices and seasonings.	Registered
						Tone Brothers, Inc.

Owner:

Owner:

File No.	Trademark	Country	Appln No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000551	D (STYLIZED)	United States of America	73/286846 13-Dec-67	880548 11-Nov-69	R Spices, pepper, salt, salad seasonings consisting of various spices, freeze-dried chives, imitation butter, flavored salt, parsleyed garlic salt, chopped onions, cocktail onions, garlic powder, maraschino cherries, olives and edible olive oil.	Registered FORMERLY BPFS 3000
Owner:						
Tone Brothers, Inc.						

030574 000543	D DURKEE GRILL CREATIONS & DESIGN	United States of America	United States of 24-Oct-01	78/090057	Spices, processed herbs, seasonings, sauces and marinades. Statement of Use has been filed.	I 30 Allowed "Grill" has been disclaimed.
Owner:						
Tone Brothers, Inc.						

030574 000260	DEC-A-CAKE	United States of America	73/180185 31-Jan-78	1130960 12-Feb-80	I 30 Edible cake and candy decorations.	Registered FORMERLY BPFS 5000
Owner:						
Tone Brothers, Inc.						

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File No. Status	Trademark	Country	Appln No. Appl Date	Reg No Reg Date	Classes	Due Date	
030574 000261	DEC-A-PARTY	United States of America	73/305922 15-Apr-81	120497 10-Aug-82	I 28 and devices consisting of a balloon and noisemaker, known as a balloon squawker.	Registered FORMERLY BPFS 5100	
					R	8/10/12	
			Owner:				Tone Brothers, Inc.
030574 000312	DURKEE	United States of America	73/107067 18-Nov-76	1067946 21-Jun-77	I 02 Food colors.	Registered was BPFS 2630 USA	
					R	6/21/07	
			Owner:				Tone Brothers, Inc.
030574 000313	DURKEE	United States of America	73/088683 27-May-76	1069413 12-Jul-77	I 22 Plastic cooking bag.	Registered was BPFS 2631 USA	
					R	7/12/07	
			Owner:				Tone Brothers, Inc.

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File No. 030574 000282 Trademark DURKEE Country United States of America Reg No. 1180385 Classes I 29, 30 Due Date Registered was BPFS 2601 USA
 Status Appl Date 04-Jan-80 Reg Date 01-Dec-81 Goods R 12/1/11

73/244906 IN CLASS 29: Dried and Cooked Vegetables; Butter Substitutes; Processed Coconut; French Fried Onions; Sardines; Processed Cherries; Frozen Hors D'Oevres; Edible Oils for Salads and Cooking; Vegetable Based Shortening; Processed Olives; Vegetable Oils; Partially and Fully Hydrogenated Edible Oils.

IN CLASS 30: Food and Pastry Emulsifiers; Spices; Pepper; Salt; Seasonings for Salads; Flavored Salt; Garlic Salt; Sauces for Meat, Seafood and Vegetables; Gravies; Garlic Powder; Bakery Goods-Nameley, Doughs and Pastries; Edible Cake and Dessert Decorations; Dehydrated Gravy Mixes and Meat Tenderizers.

Owner: Tone Brothers, Inc.

030574 000305 Trademark DURKEE Country United States of America Reg No. 1177514 Classes I 30 Due Date Registered was BPFS 2610 USA
 Status Appl Date 12-Sep-79 Reg Date 10-Nov-81 Goods R 11/10/11

73/231010 Cake and cookie decoration kit, in the nature of candy, consisting of chocolate sprinkles, multicolored sprinkles and colored

Owner: Tone Brothers, Inc.

File No. Trademark Country Appl No. Reg No Classes Appl Date Reg Date Goods Due Date

Status

030574 000538

DURKEE & D DESIGN

United States of America

78/064805 2529999 I 30 15-Jan-02

Food and pastry emulsifiers; R 1/15/08 1/15/12

Registered

spices; pepper; salt; seasonings; flavored salt; garlic salt; sauces for meat, seafood and vegetables; gravies; garlic powder; bakery goods-namely, dough's and pastries; edible cake and dessert decorations; gravy mixes; meat tenderizers; marinade bag with mixtures of spices and seasonings sold as a unit.

Owner:

Tone Brothers, Inc.

030574 000318

DURKEE (STYLIZED)

United States of America

73/286847 8660000 I 29 18-Mar-69

R 3/18/09

Registered was BFFS 2800 USA

seasonings consisting of various spices, freeze dried chives, imitation butter flavored salt, parsleyed garlic salt, meat sauces, flaked, shredded and grated coconut, french fried onions, garlic powder, frozen french pastry, hors d'oeuvres, edible cake and dessert decorations, flavoring extracts.

Owner:

Tone Brothers, Inc.

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File No.	Trademark	Country	Appln No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000320	DURKEE (STYLIZED)	United States of America	74/343778 28-Dec-92	1848309 02-Aug-94	I 30 Sauces and seasoning mixes.	Registered FORMERLY BPFS 2810
						Tone Brothers, Inc.
						Owner:
030574 000322	DURKEE BUFFALO WINGS & DESIGN	United States of America	74/342808 23-Dec-92	1828874 29-Mar-94	I 16 Cooking bags and mixtures of spices and seasonings, sold as a unit.	Registered FORMERLY BPFS 3400
						Tone Brothers, Inc.
						Owner:
030574 000188	DURKEE CALIFORNIA STYLE BLENDS & DES.	United States of America	74/300457 31-Jul-92	1840046 14-Jun-94	I 30 Spices and seasonings and mixtures thereof.	Registered FORMERLY BPFS 3100
						Tone Brothers, Inc.
						Owner:
030574 000336	DURKEE CHICKEN EASY	United States of America	74/402603 15-Jun-93	1870723 27-Dec-94	I 30 Seasoning and sauce mixes, cooking bags therefor, sold as a unit.	Registered FORMERLY BPFS 3700
						Tone Brothers, Inc.
						Owner:

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File No.	030574 000339	Trademark	DURKEE GRILL CREATIONS & Des.	Country	United States of America	Appln No.	74/342815	1840049	1 30	Reg No	1840049	14-Jun-94	Marinade bag and mixtures of spices and seasonings, sold as a unit.	Classes	1903702	04-Jul-95	Salad topping mixes.	Reg Date	04-Jul-95	Goods	1903702	04-Jul-95	Salad topping mixes.	Due Date	6/14/04
Status	030574 000342		DURKEE SALAD SENSATIONS		United States of America		74/342734	1903702	1 30																

030574 000343	Registered	DURKEE SALAD SENSATIONS & DES.	United States of America	United States of America	74/342807	23-Dec-92	21-Jun-94	Seasoning mixes, namely salad topping mixes.	1840710	1 30	6/21/04
030574 000345	Registered	DURKEE TEXAS RED CHILI (Stylized)	United States of America	United States of America	73/289703	15-Dec-80	31-May-83	Dry packaged chili mix.	5/31/03	1 30	6/21/04

Owner:

Owner:

Owner:

030574 000343	Registered	DURKEE SALAD SENSATIONS & DES.	United States of America	United States of America	74/342807	23-Dec-92	21-Jun-94	Seasoning mixes, namely salad topping mixes.	1840710	1 30	6/21/04
030574 000345	Registered	DURKEE TEXAS RED CHILI (Stylized)	United States of America	United States of America	73/289703	15-Dec-80	31-May-83	Dry packaged chili mix.	5/31/03	1 30	6/21/04

File No.	Trademark	Country	Appln No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000362	FAMOUS SAUCE	United States of America	73/163229 22-Mar-78	1249665 30-Aug-83	130 Dressing and sauces, excluding applesauce and cranberry sauce for salads, meats, vegetables, seafoods, poultry and other foodstuffs.	Registered FORMERLY BPFS 4000
						Tone Brothers, Inc.
030574 000364	FLAVOR'N BAG	United States of America	75/181403 15-Oct-96	2181613 11-Aug-98	130 Spices and seasoning mixes, gravies, marinades and sauces, together with a cooking bag sold as a unit.	Registered SUPPLEMENTAL
						Tone Brothers, Inc.
030574 000378	GRILL CREATIONS & Design	United States of America	75/208942 05-Dec-96	2116247 25-Nov-97	130 Spices and seasonings; marinade bag and mixtures of spices and seasonings sold as a unit.	Registered FORMERLY BPFS 3310
						Tone Brothers, Inc.
						Page 102 of 123

Owner:

Owner:

Owner:

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File No.	Trademark	Country	Appln No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000544	GRILL CREATIONS (Stylized)	United States of America	78/090058 24-Oct-01	1 30	Spices, processed herbs, seasonings, sauces and marinades. Statement of Use has been filed.	Allowed "Grill" has been disclaimed.
Owner: Tone Brothers, Inc.						
030574 000199	HEART-LOC & DESIGN	United States of America	73/524197 26-Feb-85	1361952 24-Sep-85	1 20 Seal for container opening, to prevent entry of air and to serve as evidence of tampering.	Registered 9/24/05
Owner: Tone Brothers, Inc.						
030574 000211	HEART-LOC & DESIGN	United States of America	73/477039 24-Apr-84	1333482 30-Apr-85	1 30 Spices	Registered 4/30/05
Owner: Tone Brothers, Inc.						
030574 000216	HEART-LOC & DESIGN	United States of America	75/028488 06-Dec-95	2075113 01-Jul-97	1 30 Spices and herbs; sauces, gravies and blended seasoning mixes.	Registered 7/1/03 7/1/07
Owner: Tone Brothers, Inc.						

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File No.	Trademark	Country	Appl No.	Reg No	Classes	Reg Date	Goods	Due Date
030574 000381	LAURELEAF	United States of America	73/088684 27-May-76	1058646 I 30	Seasonings, spices, chives and seasoned salt.	08-Feb-77	R 2/8/07	Registered FORMERLY BPFS 4200
					Owner:			Tone Brothers, Inc.
030574 000382	LAURELEAF & Design	United States of America	73/198854 28-Feb-64	828851 N 46	Spices and flavoring extracts for food purposes.	16-May-67	R 5/16/07	Registered FORMERLY BPFS 4210
					Owner:			Tone Brothers, Inc.
030574 000374	LePAK (Stylized)	United States of America	73/657214 24-Apr-87	1487683 I 30	Seasonings; namely four-based batter for coating chicken and fish; and sauce mixes excluding applesauce and cranberry	10-May-88	R 5/10/08	Registered
					Owner:			Tone Brothers, Inc.
030574 000492	LISA ROSS	United States of America	715562 08-Mar-88	1515086 I 03	Potopurri fragrances and simmers. e-mail of 4/18/01.	06-Dec-88	R 12/6/08	Registered Will allow to expire per client
					Owner:			Tone Brothers, Inc.

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File No. Status	Trademark	Country	AppIn No. AppI Date	Reg No Reg Date	Classes Goods	Due Date
030574 000384	LITE-A-CAKE	United States of America	73/181262 07-Aug-78	1124382 28-Aug-79	104 Birthday Candles.	Registered FORMERLY BPFS 5400
						Tone Brothers, Inc.
030574 000229	LIVING RIGHT & EATING LIGHT	United States of America	74/417517 27-Jul-93	1835601 10-May-94	130 Food seasonings.	Registered
						Tone Brothers, Inc.
030574 000386	LPM	United States of America	73/284677 13-Nov-67	864318 28-Jan-69	130 Specially seasoned black pepper.	Registered FORMERLY BPFS 2500
						Tone Brothers, Inc.

Owner:

Owner:

Owner:

File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000387	MEI YEN (STYLIZED)	United States of America	71/675840 01-Nov-54	615403 I 30 01-Nov-55	Food seasoning powder containing monosodium glutamate, salt, lactose and sugar. Owner:	Registered FORMERLY BPFS 1500 11/1/05 Tone Brothers, Inc.
030574 000230	MERRY TOPPINS	United States of America	73/061095 22-Aug-75	1047338 I 30 31-Aug-76	Toppings for cakes, cupcakes, cookies, Fr. toast, cereals, ice cream and the like, namely, candy flavor topping, chocolate flavor topping and coconut flavor topping. Owner:	Registered 8/31/06 Tone Brothers, Inc.
030574 000394	MR. PEPPER	United States of America	73/038404 29-Jan-74	1026324 I 30 02-Dec-75	Ground pepper product. Owner:	Registered 12/2/05 Tone Brothers, Inc.
030574 000231	O'TOP'N	United States of America	714811 04-Mar-88	1515608 I 29 06-Dec-88	Dairy based toppings and snack food dips. Owner:	Registered 12/6/08 Tone Brothers, Inc.

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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000388	OLD HICKORY (STYLIZED)	United States of America	71/218339 206585 03-Aug-25 08-Dec-25	I 01 Salt.	R 12/8/05	Registered FORMERLY BPFT 6800 Tone Brothers, Inc.
			Owner:			
030574 000389	OLD HICKORY SMOKED SALT	United States of America	73/015835 675651 17-Sep-56 17-Mar-59	N 46 Smoked salt.	R 3/17/09	Registered FORMERLY BPFS 1610 Tone Brothers, Inc.
			Owner:			
030574 000390	PALM TREE DESIGN	United States of America	73/140194 781485 19-Mar-62 08-Dec-64	I 30 Coffee.	R 12/8/04	Registered FORMERLY BPFS 1610 Tone Brothers, Inc.
			Owner:			
030574 000452	PERC	United States of America	73/408224 1273782 04-Jan-83 10-May-84	I 30 Food seasonings.	R 5/10/04	Registered Tone Brothers, Inc.
			Owner:			

File No. Status	Trademark	Country	Appln No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000464	PERC & Design	United States of America	74-417518 27-Jul-93	1843095 05-Jul-94	I 30 Food seasonings.	Registered
Owner:						
Tone Brothers, Inc.						
030574 000332	PRESTI'S	United States of America	510109 23-Nov-84	1351974 30-Jul-85	I 30 Seasonings for pizza and pasta.	Registered
Owner:						
Tone Brothers, Inc.						

File No. Trademark Country Appln No. Reg No Classes
 Status Reg Date Reg Date Goods Due Date

030574 000233	REAL STUFF	United States of America	73/362470 30-Apr-82	1273759 10-Apr-84	I 30 Food seasonings.	R	4/10/04	Registered	Tone Brothers, Inc.
Owner:									
030574 000234	ROTISSER-EASE	United States of America	74/554461 28-Jul-94	1905813 18-Jul-95	I 30 Seasonings.	R	7/18/05	Registered	Tone Brothers, Inc.
Owner:									
030574 000253	SECRETS OF INDIA	United States of America	75/084258 05-Apr-96	2173475 14-Jul-98	I 30 Mixture of rice and seasonings.	D R	7/14/04 7/14/08	Registered	Tone Brothers, Inc.
Owner:									
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File No. Trademark Status Appln No. Reg No Classes Reg Date Goods Due Date

030574 000236 SO-FREE 73/410384 1280078 I 30 29-May-84 Food seasonings, namely salt replacement. Registered

Owner: Tone Brothers, Inc.

030574 000475 SPICE ADVICE 713017 1563584 I 30 31-Oct-89 Spices, processed herbs, food seasonings and Registered

flavorings, minced dried vegetables for seasonings, meat tenderizers, edible cake decorations, almond extracts, anise extract, banana extract, vanilla extract, imitation vanilla extract, liquid food flavorings in the nature of onion juice and garlic, baking powder, baking soda, corn meal, bread crumbs, rolled oats, powdered sugar. CLASS I 31: Popping corn.

Owner: Tone Brothers, Inc.

030574 000477 SPICE ADVICE & Design 73/418320 1304973 I 16 13-Nov-84 Newsletter dealing with cooking. Registered

Owner: Tone Brothers, Inc.

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File No.	Trademark	Country	Appln No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000476	SPICE ADVICE & Design	United States of America	73/461095 22-Mar-83	1297291 18-Sep-84	I 42 Providing information on cooking and home economics by means of the telephone.	Registered 9/18/04
Owner: Tone Brothers, Inc.						
030574 000433	SPICE ISLANDS	United States of America	74/015640 02-Jan-90	1615751 02-Oct-90	I 20 Wire shelf extenders and laminated wood and wire racks for use in retail outlets and wooden spice racks for use in the home.	Registered 10/2/10 FORMERLY BPFS 150
Owner: Tone Brothers, Inc.						
030574 000406	SPICE ISLANDS	United States of America	74/485075 01-Feb-94	2255790 22-Jun-99	I 29, 30 IN CLASS 29: House mark for a full line of processed coups, entrees and side dishes consisting primarily of beef, pork, seafood, poultry or vegetables.	Registered 6/22/05 FORMERLY BPFS 102 USA.
Owner: This registration was obtained under Section 2(f). IN CLASS 30: Hosue mark for a full line of sauces, marinades, spices, seasonings, vinegars, bread crumbs, and processed entrees and side cishes consisting primarily of cereals or pasta.						
Owner: 1/28/03 11:17:47 AM						

File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000427	SPICE ISLANDS	United States of America	74/016295 04-Jan-90	1615945 I 30 02-Oct-90	R 10/2/10	Registered FORMERLY BPFS 110 Tone Brothers, Inc.
			Owner:			
032680 000010	SPICE ISLANDS	United States of America	74/027653 12-Feb-90	1621502 I 30 06-Nov-90	R 11/6/10	Registered FORMERLY BPFS 111 Tone Brothers, Inc.
			Owner:			
030574 000430	SPICE ISLANDS	United States of America	74/434450 10-Sep-93	1846883 I 30 26-Jul-94	R 7/26/04	Registered FORMERLY BPFS 112 Tone Brothers, Inc.
			Owner:			
032680 000009	SPICE ISLANDS	United States of America	74/027658 12-Feb-90	1623939 I 33 20-Nov-90	R 11/20/10	Registered FORMERLY BPFS 130 Tone Brothers, Inc.
			Owner:			

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File No. 030574 000408 Trademark SPICE ISLANDS Country United States of America Appl No. 71/551384 N 46 Reg No. 574147 N 46 Classes Goods Due Date

Status 06-Mar-48 12-May-53 Red wine vinegar, red wine vinegar flavored with tarragon or with garlic, bay leaves, marjoram, sweet basil, chervil, oregano, parsley, peppermint, rosemary, sage, summer savory, tarragon, thyme, allspice, cardamon, cinnamon, cloves, chili powder, curry powder, ginger, mace, nutmeg, paprika, red, black and white pepper, mixed pickling spices, seasoning salt, garlic salt, onion salt, smoke flavored salt, garlic powder, onion powder, pumpkin pie spice, sweet bell peppers, chili pequins, anise seed, caraway seed, celery seed, coriander, curmin seed, sesame seed, poppy seed, fennel seed, dill seed, saffron powder, vanilla beans, toasted coconut chips, shredded coconut, dried mushrooms, cheese, coffee seasoning herbs, poultry seasoning, artificial vegetable protein derivative for flavoring foods, salad herbs.

Registered FORMERLY BPFS 100

R 5/12/13

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Owner:

Tone Brothers, Inc.
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File No.	Trademark	Country	Appln No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000407	SPICE ISLANDS	United States of America	73/137870 13-Feb-62	765595 25-Feb-64	N 46 Food seasonings, vinegard, spices, herbs, crystallized ginger, fruit peel, aromatic seeds, dehydrated vegetables, horseradish, meat tenderizer, mustard, coffee, tea, dried mushrooms, vanilla beans and monosodium glutamate used to intensify the flavor of foods.	Registered FORMERLY BPFS 101 USA

Owner:

Tone Brothers, Inc.

030574 000462 Registered	SPICE ISLANDS & LEAF BORDER	United States of America	United States of 11-May-92	74/274044 06-Apr-93	1763107 Spices and seasonings.	I 30 R 4/6/03 FORMERLY BPFS 300
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Owner:

Tone Brothers, Inc.

030574 000556	SPICE ISLANDS Label Design	United States of America	78/172351 08-Oct-01	I 30 Spices, processed herbs, seasonings, sauces and marinades.		Pending
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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000480	SPICE ISLANDS PASTA GOURMET & Design	United States of America	74/435779 10-Sep-93	1869818 27-Dec-94	I 30 R 12/27/04 pasta sauce mix.	Registered FORMERLY BPFS 6400 Tone Brothers, Inc.
Owner:						
030574 000488	SPICE KITCHENS & DESIGNS	United States of America	552030 05-Aug-85	1393455 I 30 13-May-86	R 5/13/06 Spices, gravy mixes and sauces excluding apple and cranberry sauces.	Registered FORMERLY BPFS 14400 Tone Brothers, Inc.
Owner:						
030574 000237	THAI CAFE	United States of America	74/554460 28-Jul-94	1905812 I 30 18-Jul-95	R 7/18/05 Seasonings.	Registered Tone Brothers, Inc.
Owner:						
030574 000238	THE DIPPY GANG	United States of America	73/374832 16-Jul-82	1263714 I 29 10-Jan-84	R 1/10/04 Mixes for making snack dips.	Registered Tone Brothers, Inc.
Owner:						

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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000141	TONE'S	United States of America	73/162371 08-Feb-63	N 46 14-Jul-64	Spices, tea, coffee, food colors, pure food flavors (extracts), imitation flavors and cake decorations; bay leaves, parsley flakes, popcorn seasoning, popping corn, sesame seeds, corn starch, baking soda and corn meal	Registered 7/14/04
				Owner:		Tone Brothers, Inc.
030574 000161	TONE'S & DESIGN	United States of America	73/162370 08-Feb-63	I 30 07-Jul-64	Spices, Tea, Coffee, Food Colors, Pure Food Flavors (Extracts), Imitation Flavors, and Cake Decorations.	Registered 7/7/04
				Owner:		Tone Brothers, Inc.
030574 000181	TONE'S QUALITY SINCE 1873 & Design	United States of America	74/582848 06-Oct-94	I 29, 30 28-May-96	IN CLASS 29: Salad toppings in the nature of bacon chips and dehydrated vegetables IN CLASS 30: Spices, seasonings, pure food extracts used as food flavorings, imitation food flavorings, edible or candy cake decorations, sauce and gravy mixes	Registered 5/28/06 "Quality since 1873" has been disclaimed.
				Owner:		Tone Brothers, Inc.

File No. 030574 000173
 Trademark TONE'S QUALITY SINCE 1873 & United States of America
 Country
 Appln No. 1975870
 Reg No. I 29, 30
 Classes Goods
 Status
 Appl Date 06-Oct-94
 Reg Date 28-May-96
 Due Date 5/28/06
 Registered

IN CLASS I 29: Spices, seasonings, pure food extracts used as food flavorings, imitation food flavorings, edible or candy cake decorations, sauce and gravy mixes

IN CLASS I 30: Salad "Quality Since 1873" has been toppings in the nature of bacon chips and dehydrated vegetables

Owner:

Tone Brothers, Inc.

[[NYCORP:2258157v1:4443D:04/20/03--03:35 p]]

File No. Status Trademark Country Appln No. Appl Date Reg No Reg Date Classes Goods Due Date

030574 000498

TRADER'S CHOICE

United States of America

75/384289 04-Nov-97

2195952 13-Oct-98

I 30

Spices, herbs and seasonings.

Owner:

D 10/13/04
R 10/13/08

Registered
FORMERLY BPFS 11400

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Tone Brothers, Inc.

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File No. Status	Trademark	Country	Appln No. Appl Date	Reg No Reg Date	Classes	Due Date
030574 000239	TRANSPACKER	United States of America	74/831136 13-Oct-89	1596405 I 16 15-May-90	Cardboard shipping cartons. R 5/15/10	Registered Tone Brothers, Inc.
Owner:						
030574 000241	VIADA	United States of America	74/533188 03-Jun-94	1913595 I 30 22-Aug-95	Seasonings and marinades. R 8/22/05	Registered Tone Brothers, Inc.
Owner:						
030574 000242	WE SEAL IT FRESH FOR YOU! (Stylized)	United States of America	522936 15-Feb-85	1371588 I 30 19-Nov-85	Spices, minced dried vegetables for seasonings, herbs, food seasonings and flavorings, meat tenderizers and edible cake decorations. Owner:	Registered Tone Brothers, Inc.

File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date	
030574 000503	WRITE-A-CAKE	United States of America	73/093952 29-Mar-60	708818 N 46 20-Dec-60	R 12/20/10	Registered FORMERLY BPFS 5300	
			Owner: Cake decorations in the nature of edible gel in squeezable paste form.				
030574 000243	YOU CAN'T BEAT THE SYSTEM	United States of America	659614 08-May-87	1467876 I 30 08-Dec-87	R 12/18/07	Registered	
			Owner: Spices, minced dried vegetables for seasonings, herbs, food seasonings and flavorings, meat tenderizers and edible cake decorations, bread crumbs and rolled oats.				
			Owner: Tone Brothers, Inc.				

372 TONE BROTHERS, INC. Trademark Properties

United States of America
030574 000337 AUTHENTIC PRESTI'S & DES.

United States of
America
74/582110
04-Oct-94
1989521 I 30
30-Jul-96 Pizza seasoning, garlic
bread sprinkled w/cheese,
spaghetti seasoning, salad
seasoning w/romano cheese
and seasoned croutons
R 7/30/06
Registered

Owner:

Tone Brothers, Inc.

032911 000014

BAKER'S SELECT & Design

United States of
America
74/349063
17-Nov-93
1868501 I 30
20-Dec-94 Yeast.

R 12/20/04

Registered
FORMERLY BPFS 13700

Tone Brothers, Inc.

Owner:

030574 000154

BEAU MONDE (STYLIZED)

United States of
America
71/470268
15-May-44
409189 N 46
19-Sep-44 Seasoning salt.

R 9/19/04

Registered
FORMERLY BPFS 1100

Tone Brothers, Inc.

Owner:

1/28/03 11:17:40 AM

[NYCORP:2258157v1:4443D:04/20/03--03:35 pl]

File No. Trademark Country Appl No. Reg No Classes Due Date
 Status Reg Date Goods

030574 000167 BOTTLE DESIGN United States of America 73/452461 994041 I 30 9/24/04
 26-Mar-73 24-Sep-74 Spices.
 Registered
 FORMERLY BPFS 1200
 Owner:
 Tone Brothers, Inc.

030574 000174 BROIL 'N GRILL United States of America 73/221036 815070 N 46 9/13/06
 14-Jun-65 13-Sep-66 All purpose seasoning.
 Registered
 FORMERLY BPFS 3900
 Owner:
 Tone Brothers, Inc.

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File No.	Trademark	Country	Appl No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000185	BUFFALO WINGS & Design	United States of America	75/384639 04-Nov-97	2233733 23-Mar-99	D Cooking bags and mixtures of spices and seasonings sold as a unit.	Registered FORMERLY BPFS 3401
Owner:						
Tone Brothers, Inc.						

030574 000201	CANADA'S FAVOURITE	United States of America	74/311122 04-Sep-92	1777524 15-Jun-93	R Food seasonings.	Registered
Owner:						
Tone Brothers, Inc.						

030574 000214	CHEF'S TASTE	United States of America	74/147953 15-Mar-91	1831740 19-Apr-94	R IN CLASS 30: Spices, processed herbs, seasonings, and seasoning salt.	Registered
Owner:						
Tone Brothers, Inc.						

File No. Trademark Country Appln No. Reg No Classes Reg Date Due Date
 Status

030574 000190 CHOC-O-TRIMS United States of America 73/410095 1332469 I 30 20-Jan-83 23-Apr-85 Decorative confections for ice cream, cake, cupcakes, cookies and doughnuts. R 4/23/05 Registered
 FORMERLY BPFS 4800
 Owner: Tone Brothers, Inc.

030574 000219 CRAZY DAVE'S United States of America 74/311063 1792804 I 30 04-Sep-92 14-Sep-93 Salt, pepper, spices and seasonings. R 9/14/03 Registered
 Owner: Tone Brothers, Inc.

File No.	Trademark	Country	Appln No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000551	D (STYLIZED)	United States of America	73/286846 13-Dec-67	880548 11-Nov-69	R Spices, pepper, salt, salad seasonings consisting of various spices, freeze-dried chives, imitation butter, flavored salt, parsleyed garlic salt, chopped onions, cocktail onions, garlic powder, maraschino cherries, olives and edible olive oil.	Registered FORMERLY BPFS 3000
030574 000543	D DURKEE GRILL CREATIONS & DESIGN	United States of America	United States of 24-Oct-01	78/090057	Spices, processed herbs, seasonings, sauces and marinades. Statement of Use has been filed.	I 30 Allowed "Grill" has been disclaimed.
030574 000260	DEC-A-CAKE	United States of America	73/180185 31-Jan-78	1130960 12-Feb-80	R Edible cake and candy decorations.	Registered FORMERLY BPFS 5000

Owner:
Tone Brothers, Inc.

Owner:
Tone Brothers, Inc.

Owner:
Tone Brothers, Inc.

File No.	Trademark	Country	Appl No.	Reg No	Classes	Due Date	
Status			Appl Date	Reg Date	Goods		
030574 000261	DEC-A-PARTY	United States of America	73/305922 15-Apr-81	1204497 10-Aug-82	I 28 Blow out devices, balloons and devices consisting of a balloon and noisemaker, known as a balloon squawker.	Registered FORMERLY BPFS 5100	
					R	8/10/12	
			Owner:				Tone Brothers, Inc.
030574 000312	DURKEE	United States of America	73/107067 18-Nov-76	1067946 21-Jun-77	I 02 Food colors.	Registered was BPFS 2630 USA	
					R	6/21/07	
			Owner:				Tone Brothers, Inc.
030574 000313	DURKEE	United States of America	73/088683 27-May-76	1069413 12-Jul-77	I 22 Plastic cooking bag.	Registered was BPFS 2631 USA	
					R	7/12/07	
			Owner:				Tone Brothers, Inc.

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File No. 030574 000282
Status

Appln No. 1180385
Appl Date 01-Jan-80

Reg No. I 29, 30
Reg Date IN CLASS 29: Dried and
Goods

Country United States of
America

Trademark DURKEE

Classes R 12/1/11
Registered
was BPF5 2601 USA

73/244906 1180385 I 29, 30
04-Jan-80 01-Dec-81 IN CLASS 29: Dried and
Cooked Vegetables; Butter
Substitutes; Processed
Coconut; French Fried
Onions; Sardines; Processed
Cherries; Frozen Hors
D'Oevres; Edible Oils for
Salads and Cooking;
Vegetable Based Shortening;
Processed Olives;
Vegetable Oils; Partially and
Fully Hydrogenated Edible
Oils.

IN CLASS 30: Food and
Pastry Emulsifiers; Spices;
Pepper; Salt; Seasonings for
Salads; Flavored Salt; Garlic
Salt; Sauces for Meat,
Seafood and Vegetables;
Gravies; Garlic Powder;
Bakery Goods-Namely,
Doughs and Pastries; Edible
Cake and Dessert
Decorations; Dehydrated
Gravy Mixes and Meat
Tenderizers.

Owner:
Tone Brothers, Inc.

030574 000305
DURKEE

73/231010 1177514 I 30
12-Sep-79 10-Nov-81 Cake and cookie decoration
kit, in the nature of candy,
consisting of chocolate
sprinkles, multicolored
sprinkles and colored

United States of
America

Classes R 11/10/11
Registered
was BPF5 2610 USA
Owner:
Tone Brothers, Inc.

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File No. Trademark Country Appl Date Reg No Classes Appln No. Reg Date Goods Due Date

030574 000538 DURKEE & D DESIGN United States of America 78/064805 2529999 I 30 15-Jan-02 Food and pastry emulsifiers; R 1/15/08 Registered
 21-May-01 spices; pepper; salt; seasonings; flavored salt; garlic salt; sauces for meat, seafood and vegetables; gravies; garlic powder; bakery goods--namely, dough's and pastries; edible cake and dessert decorations; gravy mixes; meat tenderizers; marinade bag with mixtures of spices and seasonings sold as a unit.

Owner: Tone Brothers, Inc.

030574 000318 DURKEE (STYLIZED) United States of America 73/286847 866908 I 29 18-Mar-69 Spices, pepper, salt, salad seasonings consisting of various spices, freeze dried chives, imitation butter flavored salt, parsleyed garlic salt, meat sauces, flaked, shredded and grated coconut, french fried onions, garlic powder, frozen french pastry, hors d'oeuvres, edible cake and dessert decorations, flavoring extracts.

Owner: Tone Brothers, Inc.
 Registered was BPF 2800 USA

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File No. Status	Trademark	Country	AppIn No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000320	DURKEE (STYLIZED)	United States of America	74/343778 28-Dec-92	1848309 I 30 02-Aug-94	Sauces and seasoning mixes. Owner:	Registered FORMERLY BPFS 2810 Tone Brothers, Inc.
030574 000322	DURKEE BUFFALO WINGS & DESIGN	United States of America	74/342808 23-Dec-92	1828874 I 16 29-Mar-94	Cooking bags and mixtures of spices and seasonings, sold as a unit. Owner:	Registered FORMERLY BPFS 3400 Tone Brothers, Inc.
030574 000188	DURKEE CALIFORNIA STYLE BLENDS & DES.	United States of America	74/300457 31-Jul-92	1840046 I 30 14-Jun-94	Spices and seasonings and mixtures thereof. Owner:	Registered FORMERLY BPFS 3100 Tone Brothers, Inc.
030574 000336	DURKEE CHICKEN EASY	United States of America	74/402603 15-Jun-93	1870723 I 30 27-Dec-94	Seasoning and sauce mixes, cooking bags therefor, sold as a unit. Owner:	Registered FORMERLY BPFS 3700 Tone Brothers, Inc.

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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000339	DURKEE GRILL CREATIONS & Des.	United States of America	74/342815 23-Dec-92	1840049 I 30 14-Jun-94	Marinade bag and mixtures of spices and seasonings, sold as a unit. Owner:	Registered FORMERLY BPFS 3300 Tone Brothers, Inc.
030574 000342	DURKEE SALAD SENSATIONS	United States of America	74/342734 23-Dec-92	1903702 I 30 04-Jul-95	Salad topping mixes. Owner:	Registered FORMERLY BPFS 3500 Tone Brothers, Inc.
030574 000343 Registered	DURKEE SALAD SENSATIONS & DES.	America	United States of 23-Dec-92	74/342807 21-Jun-94	Seasoning mixes, namely salad topping mixes. Owner:	I 30 R 6/21/04 FORMERLY BPFS 3501 Tone Brothers, Inc.
030574 000345	DURKEE TEXAS RED CHILI (Stylized)	United States of America	73/289703 15-Dec-80	1240512 I 29 31-May-83	Dry packaged chili mix. Owner:	Registered FORMERLY BPFS 3200 Tone Brothers, Inc.

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File No. Status	Trademark	Country	Appln No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000362	FAMOUS SAUCE	United States of America	73/163229 22-Mar-78	1249965 I 30 30-Aug-83	Dressing and sauces, excluding applesauce and cranberry sauce for salads, meats, vegetables, seafoods, poultry and other foodstuffs.	Registered FORMERLY BPFS 4000
						Owner: Tone Brothers, Inc.
030574 000364	FLAVOR'N BAG	United States of America	75/181403 15-Oct-96	2181613 I 30 11-Aug-98	Spices and seasoning mixes, R gravies, marinades and sauces, together with a cooking bag sold as a unit.	Registered SUPPLEMENTAL
						Owner: Tone Brothers, Inc.
030574 000378	GRILL CREATIONS & Design	United States of America	75/208942 05-Dec-96	2116247 I 30 25-Nov-97	Spices and seasonings; marinade bag and mixtures of spices and seasonings sold as a unit.	Registered FORMERLY BPFS 3310
						Owner: Tone Brothers, Inc.

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File No. Status	030574 000544	Trademark	GRILL CREATIONS (Stylized)	Country	United States of America	Appl No. Appl Date	78/090058 24-Oct-01	Reg No Reg Date	1 30 Spices, processed herbs, marinades. Statement of Use has been filed.	Classes Goods	Due Date	Allowed "Grill" has been disclaimed.
									Owner:			Tone Brothers, Inc.

030574 000199	HEART-LOC & DESIGN	United States of America	73/524197 26-Feb-85	1361952 24-Sep-85	1 20 Seal for container opening, to prevent entry of air and to serve as evidence of tampering.	R	9/24/05	Registered				Tone Brothers, Inc.
									Owner:			Tone Brothers, Inc.

030574 000211	HEART-LOC & DESIGN	United States of America	73/477039 24-Apr-84	1333482 30-Apr-85	1 30 Spices	R	4/30/05	Registered				Tone Brothers, Inc.
									Owner:			Tone Brothers, Inc.

030574 000216	HEART-LOC & DESIGN	United States of America	75/028488 06-Dec-95	2075113 01-Jul-97	1 30 Spices and herbs; sauces, gravies and blended seasoning mixes.	D R	7/1/03 7/1/07	Registered				Tone Brothers, Inc.
									Owner:			Tone Brothers, Inc.

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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000381	LAURELEAF	United States of America	73/088684 27-May-76	1058646 I 30 08-Feb-77	Seasonings, spices, chives and seasoned salt. Owner:	Registered FORMERLY BPFS 4200 Tone Brothers, Inc.
030574 000382	LAURELEAF & Design	United States of America	73/198854 28-Feb-64	828851 N 46 16-May-67	Spices and flavoring extracts for food purposes. Owner:	Registered FORMERLY BPFS 4210 Tone Brothers, Inc.
030574 000374	LePAK (Stylized)	United States of America	73/657214 24-Apr-87	1487683 I 30 10-May-88	Seasonings; namely flour-based batter for coating chicken and fish; and sauce mixes excluding applesauce and cranberry Owner:	Registered Tone Brothers, Inc.
030574 000492	LISA ROSS	United States of America	715562 08-Mar-88	1515086 I 03 06-Dec-88	Potopurri fragrances and simmers.e-mail of 4/18/01. Owner:	Registered Will allow to expire per client Tone Brothers, Inc.

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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000384	LITE-A-CAKE	United States of America	73/181262 07-Aug-78	1124382 28-Aug-79	I 04 Birthday Candles.	Registered FORMERLY BPFS 5400
			Owner:			Tone Brothers, Inc.
030574 000229	LIVING RIGHT & EATING LIGHT	United States of America	74/417517 27-Jul-93	1835601 10-May-94	I 30 Food seasonings.	Registered
			Owner:			Tone Brothers, Inc.
030574 000386	LPM	United States of America	73/284677 13-Nov-67	864318 28-Jan-69	I 30 Specially seasoned black pepper.	Registered FORMERLY BPFS 2500
			Owner:			Tone Brothers, Inc.

File No. Status	Trademark	Country	AppIn No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000387	MEI YEN (STYLIZED)	United States of America	71/675840 01-Nov-54	615403 I 30 01-Nov-55	Food seasoning powder containing monosodium glutamate, salt, lactose and sugar. Owner:	Registered FORMERLY BPFS 1500 11/1/05
030574 000230	MERRY TOPPINS	United States of America	73/061095 22-Aug-75	1047338 I 30 31-Aug-76	Toppings for cakes, cupcakes, cookies, Fr. toast, cereals, ice cream and the like, namely, candy flavor topping, chocolate flavor topping and coconut flavor topping. Owner:	Registered 8/31/06
030574 000394	MR. PEPPER	United States of America	73/038404 29-Jan-74	1026324 I 30 02-Dec-75	Ground pepper product. Owner:	Registered 12/2/05
030574 000231	O'TOP'N	United States of America	714811 04-Mar-88	1515608 I 29 06-Dec-88	Dairy based toppings and snack food dips. Owner:	Registered 12/6/08

Tone Brothers, Inc.
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File No. Status	Trademark	Country	AppIn No. AppI Date	Reg No Reg Date	Classes Goods	Due Date
030574 000388	OLD HICKORY (STYLIZED)	United States of America	71/218339 03-Aug-25	206585 08-Dec-25	I 01 Salt.	Registered FORMERLY BPFT 6800 Tone Brothers, Inc.
			Owner:			
030574 000389	OLD HICKORY SMOKED SALT	United States of America	73/015835 17-Sep-56	675651 17-Mar-59	N 46 Smoked salt.	Registered FORMERLY BPFS 1610 Tone Brothers, Inc.
			Owner:			
030574 000390	PALM TREE DESIGN	United States of America	73/140194 19-Mar-62	781485 08-Dec-64	I 30 Coffee.	Registered FORMERLY BPFS 1610 Tone Brothers, Inc.
			Owner:			
030574 000452	PERC	United States of America	73/408224 04-Jan-83	1273782 10-May-84	I 30 Food seasonings.	Registered Tone Brothers, Inc.
			Owner:			

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File No. Status	Trademark	Country	AppIn No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000464	PERC & Design	United States of America	74-417518 27-Jul-93	1843095 05-Jul-94	I 30 Food seasonings.	Registered
Owner:						
030574 000332	PRESTI'S	United States of America	510109 23-Nov-84	1351974 30-Jul-85	I 30 Seasonings for pizza and pasta.	Registered
Owner:						
Tone Brothers, Inc.						
Tone Brothers, Inc.						

File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date	
030574 000233	REAL STUFF	United States of America	73/362470 30-Apr-82	1273759 I 30 10-Apr-84	R 4/10/04	Registered	
			Owner:				Tone Brothers, Inc.
030574 000234	ROTISSER-EASE	United States of America	74/54461 28-Jul-94	1905813 I 30 18-Jul-95	R 7/18/05	Registered	
			Owner:				Tone Brothers, Inc.
030574 000253	SECRETS OF INDIA	United States of America	75/084258 05-Apr-96	2173475 I 30 14-Jul-98	D 7/14/04 R 7/14/08	Registered	
			Owner:				Tone Brothers, Inc.

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File No.	Trademark	Country	AppIn No.	Reg No	Classes	Due Date	
030574 000236	SO-FREE	United States of America	73/410384	1280078	I 30	Registered	
			21-Jan-83	29-May-84	Food seasonings, namely salt replacement.	5/29/04	
			Owner:				Tone Brothers, Inc.

030574 000475	SPICE ADVICE	United States of America	713017	1563584	I 30	Registered	
			23-Feb-88	31-Oct-89	Spices, processed herbs, food seasonings and flavorings, minced dried vegetables for seasonings, meat tenderizers, edible cake decorations, almond extracts, anise extract, banana extract, vanilla extract, imitation vanilla extract, liquid food flavorings in the nature of onion juice and garlic, baking powder, baking soda, corn meal, bread crumbs, rolled oats, powdered sugar. CLASS I 31: Popping corn.	10/31/09	
			Owner:				Tone Brothers, Inc.

030574 000477	SPICE ADVICE & Design	United States of America	73/418320	1304973	I 16	Registered	
			22-Mar-83	13-Nov-84	Newsletter dealing with cooking.	11/13/04	
			Owner:				Tone Brothers, Inc.

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File No. Trademark Country Appl No. Reg No Classes
 Status Reg Date Reg Date Goods Due Date

030574 000476 SPICE ADVICE & Design United States of America 73/461095 1297291 I 42 R 9/18/04 Registered
 22-Mar-83 18-Sep-84 Providing information on cooking and home economics by means of the telephone.
Owner: Tone Brothers, Inc.

030574 000433 SPICE ISLANDS United States of America 74/015640 1615751 I 20 R 10/2/10 Registered
 02-Jan-90 02-Oct-90 Wire shelf extenders and laminated wood and wire racks for use in retail outlets and wooden spice racks for use in the home.
Owner: Tone Brothers, Inc.

030574 000406 SPICE ISLANDS United States of America 74/485075 2255790 I 29, 30 D 6/22/05
 01-Feb-94 22-Jun-99 IN CLASS 29: House mark R 6/22/09
 for a full line of processed coups, entrees and side dishes consisting primarily of beef, pork, seafood, poultry or vegetables.
 This registration was obtained under Section 2(f).
 IN CLASS 30: Hosue mark for a full line of sauces, marinades, spices, seasonings, vinegars, bread crumbs, and processed entrees and side cishes consisting primarily of cereals or pasta.
Owner: Tone Brothers, Inc.

Registered FORMERLY BPFS 102 USA.
 Registered FORMERLY BPFS 102 USA.
 Registered FORMERLY BPFS 102 USA.
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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000427	SPICE ISLANDS	United States of America	74/016295 04-Jan-90	1615945 02-Oct-90	I 30 R 10/2/10	Registered FORMERLY BPFS 110 Tone Brothers, Inc.
			Owner:			
032680 000010	SPICE ISLANDS	United States of America	74/027653 12-Feb-90	1621502 06-Nov-90	I 30 White wine vinegar, white wine vinegar with tarragon, white wine vinegar with garlic.	Registered FORMERLY BPFS 111 Tone Brothers, Inc.
			Owner:			
030574 000430	SPICE ISLANDS	United States of America	74/434450 10-Sep-93	1846883 26-Jul-94	I 30 Pasta sauce mix.	Registered FORMERLY BPFS 112 Tone Brothers, Inc.
			Owner:			
032680 000009	SPICE ISLANDS	United States of America	74/027658 12-Feb-90	1623939 20-Nov-90	I 33 Burgundy cooking wine, sherry cooking wine, and white cooking wine.	Registered FORMERLY BPFS 130 Tone Brothers, Inc.
			Owner:			

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File No. 030574 000408 Trademark SPICE ISLANDS Country United States of America
 Appl No. 574147 N 46 Reg No. 12-May-53 Red wine vinegar, red wine Classes Goods
 Status 71/551384 06-Mar-48 12-May-53 Red wine vinegar, red wine
 Reg Date 5/12/13 Due Date
 Registered FORMERLY BPFS 100

vinegar flavored with
 tarragon or with garlic, bay
 leaves, marjoram, sweet
 basil, chervil, oregano,
 parsley, peppermint,
 rosemary, sage, summer
 savory, tarragon, thyme,
 allspice, cardamon,
 cinnamon, cloves, chili
 powder, curry powder,
 ginger, mace, nutmeg,
 paprika, red, black and white
 pepper, mixed pickling
 spices, seasoning salt, garlic
 salt, onion salt, smoke
 flavored salt, garlic powder,
 onion powder, pumpkin pie
 spice, sweet bell peppers,
 chili pequins, anise seed
 caraway seed, celery seed,
 coriander, cumin seed,
 sesame seed, poppy seed,
 fennel seed, dill seed,
 saffron powder, vanilla
 beans, toasted coconut
 chips, shredded coconut,
 dried mushrooms, cheese,
 coffee seasoning herbs,
 poultry seasoning, artificial
 vegetable protein derivative
 for flavoring foods, salad
 herbs.

Owner:
 Tone Brothers, Inc.
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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000407	SPICE ISLANDS	United States of America	73/137870 13-Feb-62	765595 25-Feb-64	N 46 Food seasonings, vineyard, spices, herbs, crystallized ginger, fruit peel, aromatic seeds, dehydrated vegetab les, horseradish, meat tenderizer, mustard, coffee, tea, dried mushrooms, vanilla beans and monosodium glutamate used to intensify the flavor of foods.	Registered FORMERLY BPFS 101 USA

Owner:

Tone Brothers, Inc.

030574 000462 Registered	SPICE ISLANDS & LEAF BORDER	United States of America	74/274044	1763107	I 30 R	4/6/03
			11-May-92	06-Apr-93	Spices and seasonings.	FORMERLY BPFS 300

Owner:

Tone Brothers, Inc.

030574 000556	SPICE ISLANDS Label Design	United States of America	78/172351 08-Oct-01	I 30	Spices, processed herbs, seasonings, sauces and marinades.	Pending
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1/28/03 11:17:48 AM

Owner:

Tone Brothers, Inc.
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File No. Status	Trademark	Country	Appl No. Appl Date	Reg No Reg Date	Classes Goods	Due Date
030574 000480	SPICE ISLANDS PASTA GOURMET & Design	United States of America	74/435779 10-Sep-93	1869818 27-Dec-94	I 30 R 12/27/04 pasta sauce mix.	Registered FORMERLY BPFS 6400 Tone Brothers, Inc.
Owner:						
030574 000488	SPICE KITCHENS & DESIGNS	United States of America	552030 05-Aug-85	1393455 I 30 13-May-86	R 5/13/06 Spices, gravy mixes and sauces excluding apple and cranberry sauces.	Registered FORMERLY BPFS 14400 Tone Brothers, Inc.
Owner:						
030574 000237	THAI CAFE	United States of America	74/54460 28-Jul-94	1905812 I 30 18-Jul-95	R 7/18/05 Seasonings.	Registered Tone Brothers, Inc.
Owner:						
030574 000238	THE DIPPY GANG	United States of America	73/374832 16-Jul-82	1263714 I 29 10-Jan-84	R 1/10/04 Mixes for making snack dips.	Registered Tone Brothers, Inc.
Owner:						

1/28/03 11:17:48 AM

File No. Trademark Country Appln No. Reg No. Classes
 Status Appl Date Reg Date Goods Due Date

030574 000141 TONE'S United States of America 73/162371 773259 N 46 R 7/14/04
 08-Feb-63 14-Jul-64 Spices, tea, coffee, food colors, pure food flavors (extracts), imitation flavors and cake decorations; bay leaves, parsley flakes, popcorn seasoning, popping corn, sesame seeds, corn starch, baking soda and corn meal
Owner: Tone Brothers, Inc.
 Registered

030574 000161 TONE'S & DESIGN United States of America 73/162370 772909 I 30 R 7/7/04
 08-Feb-63 07-Jul-64 Spices, Tea, Coffee, Food Colors, Pure Food Flavors (Extracts), Imitation Flavors, and Cake Decorations.
Owner: Tone Brothers, Inc.
 Registered

030574 000181 TONE'S QUALITY SINCE 1873 & United States of America 74/582848 1975869 I 29, 30 R 5/28/06
 06-Oct-94 28-May-96 IN CLASS 29: Salad toppings in the nature of bacon chips and dehydrated vegetables
 IN CLASS 30: Spices, seasonings, pure food extracts used as food flavorings, imitation food flavorings, edible or candy cake decorations, sauce and gravy mixes
Owner: Tone Brothers, Inc.
 1/28/03 11:17:48 AM
 Registered
 "Quality since 1873" has been disclaimed.

File No. 030574 000173
 Trademark TONE'S QUALITY SINCE 1873 & United States of America
 Country
 AppIn No. 1975870
 Reg No. I 29, 30
 Classes R
 Goods 5/28/06
 Due Date Registered

74/582853 06-Oct-94
 IN CLASS I 29:
 Salad "Quality Since 1873" has been
 toppings in the nature of disclaimed.
 bacon chips and dehydrated
 vegetables

IN CLASS I 30: Spices,
 seasonings, pure food
 extracts used as food
 flavorings, imitation food
 flavorings, edible or candy
 cake decorations, sauce and
 gravy mixes

Owner:

Tone Brothers, Inc.

File No. Trademark Country Appln No. Reg No. Classes Due Date
 Status Reg Date Goods

030574 000498 TRADER'S CHOICE United States of America 75/384289 2195952 I 30 D 10/13/04
 04-Nov-97 13-Oct-98 Spices, herbs and R 10/13/08
 seasonings.

1/28/03 11:17:49 AM **Owner:** Registered
 Tone Brothers, Inc. FORMERLY BPFS 11400
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File No.	Trademark	Country	Appl No.	Reg No	Classes	Due Date
Status			Appl Date	Reg Date	Goods	
030574 000239	TRANSPACKER	United States of America	74/831136 13-Oct-89	1596405 15-May-90	R Cardboard shipping cartons.	Registered

Owner: Tone Brothers, Inc.

030574 000241	VIADA	United States of America	74/533188 03-Jun-94	1913595 22-Aug-95	R Seasonings and marinades.	Registered
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Owner: Tone Brothers, Inc.

030574 000242	WE SEAL IT FRESH FOR YOU! (Stylized)	United States of America	522936 15-Feb-85	1371588 19-Nov-85	R Spices, minced dried vegetables for seasonings, herbs, food seasonings and flavorings, meat tenderizers and edible cake decorations.	Registered
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Owner: Tone Brothers, Inc.

File No.	Trademark	Country	Appl No.	Reg No	Classes	Due Date
030574 000503	WRITE-A-CAKE	United States of America	73/093952 29-Mar-60	708818 20-Dec-60	N 46 Cake decorations in the nature of edible gel in squeezable paste form.	Registered FORMERLY BPFS 5300
					R	12/20/10

Owner:
Tone Brothers, Inc.

030574 000243	YOU CAN'T BEAT THE SYSTEM	United States of America	659614 08-May-87	1467876 08-Dec-87	I 30 Spices, minced dried vegetables for seasonings, herbs, food seasonings and flavorings, meat tenderizers and edible cake decorations, bread crumbs and rolled oats.	Registered
					R	12/8/07

Owner:
Tone Brothers, Inc.

STONE BROTHERS, INC.

To

THE CHASE MANHATTAN BANK, as Co-Trustee

TRADEMARK SECURITY AGREEMENT

Dated as of August 13, 2001

1305727

TRADEMARK
REEL: 002736 FRAME: 0277

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as may be amended, restated or modified from time to time, this "Agreement"), dated as of August 13, 2001, between TONE BROTHERS, INC., an Iowa corporation (the "Obligor"), THE CHASE MANHATTAN BANK ("Chase"), as co-trustee under a certain Security Trust Deed (as may be amended, restated or otherwise modified from time to time, the "Security Trust Deed"), dated the date hereof, among Burns, Philp & Company Limited (the "Parent"), Chase Securities Australia Ltd. and Chase (Chase in its capacity as such co-trustee, and together with any successor that becomes such in accordance with the provisions of the Security Trust Deed, referred to herein as the "Co-Trustee").

ARTICLE I

Preliminary Statements of the Obligor

SECTION 1.01. Financial Accommodations. Certain of the Debenture Stockholders or persons for whom a Debenture Stockholder acts as agent or trustee have made available loans, overdrafts and other credit facilities to, have purchased debt issues by, or have provided credit and other financial accommodations to, the Parent, the Obligor and/or affiliates of the Obligor. From time to time after the date hereof, certain of the Debenture Stockholders, including Persons who become Debenture Stockholders after the date hereof, or persons for whom a Debenture Stockholder acts as agent or trustee, may make available additional loans, overdrafts and other credit facilities to, may purchase debt issues by, or may provide additional credit and other financial accommodations to, the Parent, the Obligor and/or affiliates of the Obligor. The Obligor has entered into a guarantee of all such obligations (whether now existing or hereafter incurred) of the Parent and/or such affiliates. The documents pursuant to which such obligations have heretofore been incurred, including such guarantee, have been designated as Transaction Documents pursuant to and in accordance with the terms of the Security Trust Deed, and from time to time hereafter documents relating to such additional credit and financial accommodations may be so designated. It is the intention of the parties hereto that any and all of the obligations (whether direct or indirect, absolute or contingent, due or to become due and whether now existing or hereafter incurred) of the Obligor under the Transaction Documents (whether now or hereafter so designated, whether or not currently contemplated and without regard to when or for what purpose so designated) be entitled to the benefit of the Liens created hereby.

SECTION 1.02. Affiliated Company. The Obligor is an affiliated company of the Parent operated as part of an integrated enterprise, and the Obligor has derived, and anticipates that it

will derive, a financial benefit from the transactions from time to time contemplated by the Transaction Documents or in respect of which they have been, or will be, entered into.

SECTION 1.03. Ratable Benefit of Liens. The Liens granted herein to the Co-Trustee by each of the Obligors are for the ratable benefit of the Trustee, any co-trustee, any agent for one or more Debenture Stockholders designated as such in accordance with one or more Transaction Documents, and the Debenture Stockholders, as provided in the Security Trust Deed.

SECTION 1.04. Trustee for Debenture Stockholders. The Co-Trustee is to act as trustee on behalf of the Debenture Stockholders, in accordance with the terms of the Security Trust Deed and certain of the other Transaction Documents.

SECTION 1.05. All Acts. All acts and proceedings required by law and by the certificate or articles of incorporation, bylaws or other constitutive documents of the Obligor necessary to constitute this Agreement a valid and binding agreement for the uses and purposes set forth herein, in accordance with its terms, have been done and taken, and the execution and delivery hereof has been in all respects duly authorized.

NOW THEREFORE, in order to induce certain of the Debenture Stockholders to enter into the Transaction Documents, and in consideration of financial accommodations granted by the Debenture Stockholders, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Obligor (the receipt and sufficiency of which is hereby acknowledged), the Obligor hereby agrees with the Co-Trustee as follows:

ARTICLE II

Interpretation of this Agreement

SECTION 2.01. Terms Defined. As used in this Agreement, the following terms have the respective meanings set forth below or provided for in the section or other part of this Agreement referred to immediately following such term (such definitions to be equally applicable to both the singular and plural forms of the terms defined).

"Agreement" has the meaning specified in the introductory sentence hereof.

"BPCL Entity" has the meaning specified in the Security Trust Deed.

"Code" means the Uniform Commercial Code as in effect from time to time in any specified or applicable jurisdiction.

"Co-Trustee" has the meaning specified in the introductory sentence hereof.

"Debenture Stockholders" has the meaning specified in the Security Trust Deed.

"Event of Default" has the meaning specified in the Security Agreement.

"Lien" has the meaning specified in the Security Agreement.

"Obligor" has the meaning specified in the introductory sentence hereof.

"Parent" has the meaning specified in the introductory sentence hereof.

"Person" means an individual, a partnership, a corporation, a trust, a limited liability company, an unincorporated organization, or a government or agency or political subdivision thereof.

"Secured Obligations" means, with respect to the Obligor, all obligations, whether for payment or performance, owing at any time pursuant to any one or more of the Transaction Documents by the Obligor (a) to the Debenture Stockholders, or (b) to the Trustee, any co-trustee or any other Person entitled to the benefit of the Liens hereof, as described in Section 1.03.

"Secured Property" means the Trademarks.

"Security Agreement" means the Security Agreement, of even date herewith, entered into by the Co-Trustee with the Obligor.

"Security Trust Deed" has the meaning specified in the introductory sentence hereof.

"Transaction Documents" has the meaning specified in the Security Trust Deed, and includes, without limitation, this Agreement and the Security Agreement.

"Trademarks" means the trademarks, trademark applications, registrations and renewals listed on Schedule A hereto and (as further provided in Section 4.03 hereof) all other trademarks, trademark applications, registrations and renewals in which the Obligor shall now or hereafter have any right, title or interest; all rights associated with the foregoing; all goodwill associated with the foregoing and the business of the Obligor to which the foregoing relate; the right to sue for past, present and future infringements; and all proceeds attributable to the foregoing (including, without limitation, license royalties and proceeds of infringement suits).

"Trustee" means Chase Securities Australia Ltd. as trustee under the Security Trust Deed.

SECTION 2.02. Headings; Independent Construction. The titles of the Sections appear as a matter of convenience only, do not constitute a part hereof and shall not affect the construction hereof. Each covenant contained herein shall be construed (absent an express

contrary provision herein) as being independent of each other covenant contained herein, and compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with one or more other covenants.

SECTION 2.03. Governing Law, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, INTERNAL NEW YORK LAW. THE OBLIGOR IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE OBLIGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. NONE OF THE OBLIGOR, THE TRUSTEE OR ANY HOLDER OF SECURED OBLIGATIONS SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND THE OBLIGOR, THE TRUSTEE AND THE HOLDERS OF SECURED OBLIGATIONS HEREBY WAIVE ANY AND ALL RIGHT TO ANY SUCH JURY TRIAL AND ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 2.03.

SECTION 2.04. Directly or Indirectly. Where any provision in this Agreement refers to action to be taken by any Person, or that such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person, including actions taken by or on behalf of any partnership in which such Person is a general partner.

SECTION 2.05. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.

ARTICLE III

Grant of Security Interest

SECTION 3.01. Grant of Security Interest. As security for the payment of the Secured Obligations and the performance by the Obligor of its obligations and undertakings under this Agreement and under the other Transaction Documents, the Obligor does hereby grant a continuing security interest to the Co-Trustee in all of the Obligor's right, title and interest in and to the Trademarks.

ARTICLE IV

Representations, Warranties and Covenants
Concerning Trademarks

SECTION 4.01. Trademarks. The Obligor represents, warrants and covenants that:

(a) to Obligor's knowledge, Schedule A hereto lists all of the trademarks, trademark applications and registrations in which the Obligor has any right, title or interest as of the date of the Obligor's execution and delivery of this Agreement;

(b) the Trademarks listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(c) to Obligor's knowledge, each of the Trademarks is valid and enforceable;

(d) the Obligor is owner of the right, title and interest in and to each of the Trademarks listed on Schedule A, free and clear of any Liens, charges and encumbrances, other than Permitted Liens;

(e) to Obligor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(f) the Obligor has the right to enter into this Agreement and perform its terms;

(g) the Obligor will use its best efforts to maintain in full force and effect the Trademarks that are or shall, in the Obligor's reasonable business judgment, be necessary or economically desirable in the operation of the Obligor's business; and

(h) the Obligor has used and will continue to use, for the duration of this Agreement, its best efforts to maintain standards of quality in its manufacture of products sold under the Trademarks, consistent with the standards which it has used prior to the date of this Agreement.

SECTION 4.02. No Inconsistent Agreements. Until all of the Secured Obligations shall have been satisfied in full, the Obligor will not, without the Co-Trustee's prior written consent, enter into any agreement (including, without limitation, a license agreement) that is inconsistent with the Obligor's obligations under this Agreement.

SECTION 4.03. After-Acquired Trademarks Subject to this Agreement. (a) If, after the date of this Agreement while any Secured Obligation is outstanding, the Obligor shall obtain rights to any new Trademarks, or become entitled to the benefit of any rights to any Trademark, the same shall automatically be deemed subject to this Agreement and included within the

definition "Trademark" herein, and the Obligor shall give to the Co-Trustee prompt notice thereof in writing.

(b) The Obligor grants the Co-Trustee the right, irrevocable so long as any Secured Obligations remain outstanding, to modify this Agreement from time to time by amending Schedule A (without requirement of any consent or further action on the part of the Obligor) to include any future trademarks, trademark applications and registrations that are Trademarks under the definition of such term in Section 2.01 or under Section 4.03(a).

SECTION 4.04. Trademark Applications. Until the Secured Obligations shall have been paid in full, the Obligor shall, where appropriate in its reasonable business judgment, prosecute any trademark application pending as of the date of this Agreement or thereafter and preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such an application shall be borne by the Obligor. The Obligor may abandon the right to file a trademark application, any pending trademark application, any trademark and any trademark registration without the consent of the Co-Trustee if the Obligor determines, in its good faith and sound business judgment, that such right, application, trademark or registration is no longer material or necessary to its business. The Obligor shall take such measures, as in its reasonable business judgment are necessary to ensure that the Obligor shall have and enjoy all rights to apply for, register and use, subject to Section 4.03 of this Agreement, trademarks designed or created by its employees in the ordinary course of their employment.

SECTION 4.05. Further Assurances. So long as any of the Secured Obligations shall be outstanding, the Obligor, at its expense, will timely execute, acknowledge, deliver, file and record, or will cause to be executed, acknowledged, delivered, filed or recorded, all such further instruments, agreements, assignments and assurances as may be necessary or appropriate in its reasonable business judgment (and, in any event, as may be reasonably requested by the Co-Trustee):

(a) to preserve and continue in force each of the trademark applications (subject to the Obligor's right to abandon such trademark applications pursuant to Section 4.04), trademark registrations and trademarks contained in the Trademarks and to pay any and all fees and out-of-pocket expenses in connection therewith (including, without limitation, payment of such maintenance fees, if any, as may be imposed by the United States Patent and Trademark Office); and

(b) to subject to this Agreement, and to preserve, continue and protect the Lien of this Agreement on, and the rights of the Co-Trustee in and to, the Trademarks (subject to the Obligor's right to abandon trademark applications pursuant to Section 4.04), including, without limitation, any Trademarks acquired after the date of this Agreement (as set forth in Section 4.03 of this Agreement).

ARTICLE V

Defaults; Remedies

SECTION 5.01. Default Remedies. (a) All of the Co-Trustee's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreement or by law, shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, this Agreement is executed in furtherance of, and supplementary to, the provisions of the Security Agreement, the terms and conditions of which are incorporated hereby as if set forth in full herein. In the event any provision of the Security Agreement conflicts with any provision of this Agreement, the provisions of the Security Agreement shall prevail and this Agreement shall be deemed to have been modified to the extent necessary to conform to the provisions of the Security Agreement.

(b) If an Event of Default exists, the Co-Trustee may exercise all of the rights and remedies of a secured party under the Code and all of the rights and remedies conferred in this Agreement, in the Security Agreement or in any other Transaction Document, it being expressly understood that no such remedy is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, in the Security Agreement or in any other Transaction Document or now or hereafter existing at law or in equity or by statute, and may be exercised from time to time as often as may be deemed expedient by the Co-Trustee. Without limiting the generality of the foregoing, the Obligor further authorizes the Co-Trustee and hereby irrevocably makes, constitutes and appoints the Co-Trustee and any officer or agent thereof, with full power of substitution, as the Obligor's true and lawful attorney-in-fact with full power, in its own name or in the name of the Debenture Stockholders, upon the occurrence and continuance of an Event of Default, to

(i) immediately take ownership of the Trademarks and exercise all rights associated with the ownership of the Trademarks;

(ii) pay or discharge any taxes, liens, security interests or other encumbrances in respect of the Trademarks;

(iii) receive payment of, receipt for, settle, compromise or adjust and give discharges and releases for or in respect of any and all moneys, claims and other amounts due and to become due at any time under or in respect of the Trademarks; and

(iv) without demand of performance and without other notice (except as set forth next below), or demand whatsoever to the Obligor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in New York or elsewhere, the whole or from time to time any part of the Trademarks, or any interest that the Obligor may have therein.

(c) The Obligor and the Co-Trustee agree that ten (10) days' notice to the Obligor of any public or private sale or other disposition of the Trademarks shall be reasonable notice thereof, and such sale shall be at such locations as the Co-Trustee shall designate in such notice. Any other requirement of notice, demand or advertisement for sale is, to the extent permitted by law, waived by the Obligor. Proceeds arising from any such sale shall be applied in the manner set forth in Section 4.04 of the Security Trust Deed.

(d) If any Event of Default exists, the Co-Trustee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license thereunder, in which event the Obligor shall at the request of the Co-Trustee do any and all lawful acts and execute any and all proper documents reasonably required by the Co-Trustee in aid of such enforcement, and the Obligor shall promptly, upon demand, reimburse and indemnify the Co-Trustee for all reasonable out-of-pocket costs and expenses incurred by the Co-Trustee in the exercise of its rights under this Section 5.01(d).

(e) If any Event of Default exists, the Co-Trustee may at all reasonable times, have access to, examine, audit, make copies (at the Obligor's expense) and extracts from and inspect the Obligor's premises and examine its books, records and operations relating to the Trademarks, including, without limitation, the Obligor's quality control processes; provided that, in conducting such inspections and examinations, the Co-Trustee shall use reasonable efforts not to unnecessarily disturb the conduct of the Obligor's ordinary business operations. From and after the occurrence of any Event of Default, the Obligor agrees that the Co-Trustee, or a conservator appointed by the Co-Trustee, shall have the right to establish such reasonable additional product quality controls as the Co-Trustee or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Obligor under the Trademarks.

(f) The Obligor will pay to the Co-Trustee, its agents, attorneys and counsel all of their respective reasonable out-of-pocket expenses (including court costs and reasonable attorneys' fees and expenses) of, or incident to, the enforcement of any of the provisions of this Agreement and all other charges due against the Trademarks including, without limitation, taxes, assessments, security interests, Liens or encumbrances upon the Trademarks and any expenses, including transfer or other taxes, arising in connection with any sale, transfer or other disposition of the Trademarks.

SECTION 5.02. Other Enforcement Rights. The Co-Trustee may proceed to protect and enforce (a) this Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement in this Agreement contained or in execution or aid of any power in this Agreement granted, or for foreclosure under this Agreement, or for the appointment of a receiver or receivers for the Trademarks or any part thereof, for the recovery of judgment for the obligations secured by this Agreement or for the enforcement of any other proper, legal or equitable remedy available under applicable law; and

(b) the Trademarks by suits or proceedings in equity, at law or in bankruptcy and, if Co-Trustee shall commence any such suit, the Obligor shall, at the request of the Co-Trustee, take any and all lawful action and execute any and all proper documents required by the Co-Trustee in aid of such protection or enforcement.

The Obligor shall, upon demand, promptly reimburse the Co-Trustee for all reasonable costs and expenses incurred by the Co-Trustee, its agents, attorneys and counsel in the exercise of its rights under this Article V (including, without limitation, reasonable fees and expenses of attorneys for the Co-Trustee).

SECTION 5.03. Application of Proceeds. The proceeds of any exercise of rights with respect to the Trademarks, or any part thereof, and the proceeds and the avails of any remedy under this Agreement shall be paid to the Co-Trustee and applied in accordance with the provisions of the Security Trust Deed. If there is a deficiency, the Obligor shall remain liable therefor and shall forthwith pay the amount of any such deficiency to the Co-Trustee.

ARTICLE VI

Cumulative Remedies: Power of Attorney

SECTION 6.01. Cumulative Remedies: Power of Attorney. All of the Co-Trustee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, the Obligor hereby irrevocably designates, constitutes and appoints the Co-Trustee (and all persons designated by the Co-Trustee in its sole and absolute discretion) as the Obligor's true and lawful attorney-in-fact, and authorizes the Co-Trustee and any of the Co-Trustee's designees, in the Obligor's or the Co-Trustee's name, to

(a) endorse the Obligor's names on all applications, documents, papers and instruments deemed necessary or desirable by the Co-Trustee in the use of the Trademarks,

(b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms,

(c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and

(d) take any other actions with respect to the Trademarks as the Co-Trustee deems in its best interest.

The Co-Trustee shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this Section 6.01 without taking like action with respect to the entire goodwill of the Obligor's business connected with the use of, and symbolized by, such Trademarks. The Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full. The Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Co-Trustee under the Security Trust Deed, but rather is intended to facilitate the exercise of such rights and remedies. The Co-Trustee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

ARTICLE VII

Miscellaneous

SECTION 7.01. Communications. All communications under this Agreement shall be in writing and shall be made (a) to the Co-Trustee at the address and in the manner provided in the Security Agreement and (b) to the Obligor, by overnight courier as follows:

Tone Brothers, Inc.
2301 S.E. Tone's Drive
Ankeny, IA 50021

SECTION 7.02. Successors and Assigns. Whenever any of the parties to this Agreement is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

SECTION 7.03. Survival. All warranties, representations and covenants made by the Obligor in this Agreement and in the other Transaction Documents or in any certificate or other document or instrument delivered by it or on behalf of it under this Agreement or any other Transaction Document shall be considered to have been relied upon by the Co-Trustee and each holder of the Secured Obligations and shall survive the delivery to each holder of Secured Obligations of any instrument or other document evidencing the same. This Agreement shall be binding upon the Obligor and inure to the benefit of and be enforceable by the Co-Trustee for the benefit of itself and the Debenture Stockholders.

SECTION 7.04. Waiver and Amendment. No provision of this Agreement shall be waived, amended, modified or supplemented except by a written instrument executed by the Obligor and the Co-Trustee.

SECTION 7.05. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.

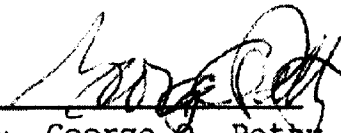
SECTION 7.06. Subject to Security Trust Deed. Any and all rights granted to the Co-Trustee under this Agreement are to be held and exercised by the Co-Trustee, pursuant to the provisions of the Security Trust Deed. Any and all obligations under this Agreement of the parties to this Agreement, and the rights and indemnities granted to the Co-Trustee under this Agreement, are created and granted in furtherance (and not in limitation) of, the terms of the Security Trust Deed and the rights and indemnities of the Co-Trustee contained therein shall apply equally to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give to any Person other than the Obligor, and the Debenture Stockholders and the Co-Trustee any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision herein contained, and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Obligor and the Co-Trustee for the benefit itself and of the Debenture Stockholders. Notwithstanding anything herein to the contrary, the Co-Trustee shall exercise its rights and powers only as directed by the Majority Financiers as provided in the Security Trust Deed.

SECTION 7.07. Duplicate Originals; Execution in Counterpart. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party to this Agreement, and each set of counterparts which, collectively, show execution by each party to this Agreement shall constitute one duplicate original.

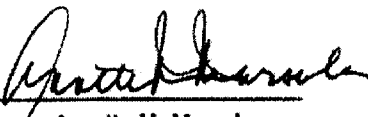
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IN WITNESS WHEREOF, the Obligor has caused this Agreement to be executed by an authorized officer, and Chase, as Co-Trustee, has caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

BURNS PHILP FOOD INC.

By: 
Name: George O. Petty
Title: Asst. Secretary

THE CHASE MANHATTAN BANK, as Co-Trustee

By: 
Name: Annette M. Marsula
Title: Vice President

Schedule A

Trademarks

Attached are the following Appendices, which identify the trademark applications and registrations by country:

<u>Appendix</u>	<u>Country/Jurisdiction</u>
AE	United Arab Emirates
AR	Argentina
AT	Austria
AU	Australia
BO	Bolivia
BR	Brazil
BX	Benelux
CA	Canada
CH	Switzerland
CL	Chile
CN	China
CO	Columbia
CR	Costa Rica
CU	Cuba
CY	Cypress
DE	Germany
DK	Denmark
EC	Ecuador
ECT	European Community Trademark
ES	Spain
FI	Finland
FR	France
GB	Great Britain
GR	Greece
GT	Guatemala
HK	Hong Kong
HN	Honduras
ID	Indonesia
IE	Ireland
IL	Israel
IN	India

IS	Iceland
IT	Italy
JM	Jamaica
JO	Jordan
JP	Japan
KR	Korea
KW	Kuwait
MO	Macao
MT	Malta
MX	Mexico
NO	Norway
NZ	New Zealand
PA	Panama
PE	Peru
PT	Portugal
PY	Paraguay
SA	Saudi Arabia
SE	Sweden
SG	Singapore
SV	El Salvador
USR	United States (Trademark Registrations)
USA	United States (Trademark Applications)
UY	Uruguay
VE	Venezuela

APPENDIX "AE"
United Arab Emirates

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	8051
DURKEE	8048
SPICE ISLANDS	20936
SPICE ISLANDS	20935

APPENDIX "AR"
Argentina

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	1549182

APPENDIX "AT"
Austria

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS & Filigree/Palm	53681

APPENDIX "AU"
Australia

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	A601510
DURKEE	A601509
DURKEE	A601015
DURKEE GRILL CREATIONS & Design	623882
DURKEE SALAD SENSATIONS	623883
DURKEE SALAD SENSATIONS & Design	623884
GOOD HARVEST	553301
GOOD HARVEST	653302
SPICE ISLANDS & Filigree Design	285185
SPICE ISLANDS (Series)	630245
SPICE ISLANDS (Series)	630246

APPENDIX "BO"
Bolivia

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	C32798
SPICE ISLANDS	C32799

APPENDIX "BR"
Brazil

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	002970880
DURKEE (Stylized)	817765514
ISLANDS	006543480

APPENDIX "BX"
Benelux

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE'S	54013
SPICE ISLANDS & Filigree/Palm	33379

APPENDIX "CA"
Canada

<i>Trademark</i>	<i>Reg./App. Number</i>
BEAU MONDE	331,051
DEC-A-CAKE	276,711
DURKEE	226,367
DURKEE (Stylized)	491,235
DURKEE CHICKEN EASY	478,886
DURKEE'S	33,569
GRILL CREATIONS	458,346
LITE-A-CAKE	276,712
SPICE ISLANDS	106,118
WRITE-A-CAKE	276,713
CONDOR	216,847
CONDOR PREMIER TOUJOURS & DESIGN	TMDA042,506
CONDOR STRICTEMENT PUR & DESIGN	TMDA032,794
COUNTRY PANTRY	264,441
EPICURE	264,502
PEPPER MILL BRAND	197,070
RED DRAGON	307,639
SHIP DESIGN	398,163
TRADER'S CHOICE	488,515
FLAVO-TEX	131,177

APPENDIX "CH"
Switzerland

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	P283925
SPICE ISLANDS	466605
SPICE ISLANDS & Filigree/Palm	308904

APPENDIX "CL"
Chile

<i>Trademark</i>	<i>Reg./App. Number</i>
DEC-A-CAKE	482497
DURKEE	535812
SPICE ISLANDS	470158
SPICE ISLANDS	474887
VIADA	477790

APPENDIX "CN"
China

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	1141343
SPICE ISLANDS PASTA GOURMET	1129134

APPENDIX "CO"
Columbia

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	186423

APPENDIX "CR"
Costa Rica

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	116279
DEC-A-CAKE	102691
SPICE ISLANDS	18809

APPENDIX "CU"
Cuba

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	103394
SPICE ISLANDS	97293

APPENDIX "CY"
Cypress

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	16969
DURKEE	42593
SPICE ISLANDS & Leaf Border Design	42595
SPICE ISLANDS PASTA GOURMET	42594

APPENDIX "DE"
Germany

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE'S	822030
SPICE ISLANDS & Leaf Border Design	2077621
SPICE ISLANDS COMPANY & Design	755776
SPICE ISLANDS PASTA GOURMET	39547252

APPENDIX "DK"
Denmark

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	01931/1954

APPENDIX "EC"
Ecuador

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	3137-94
GOOD HARVEST	5071-97
GOOD HARVEST	5070-97
SPICE ISLANDS	560-74
SPICE ISLANDS PASTA GOURMET	5069-97
SPICE ISLANDS QUICK MEAL	2341-98
TRADER'S CHOICE	5068-97

APPENDIX "ECT"
European Community Trademark

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	00420117
SPICE ISLANDS	00420315

APPENDIX "ES"
Spain

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	806199

APPENDIX "FI"
Finland

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS & Filigree/Palm	36650

APPENDIX "FR"
France

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE'S	1632804

APPENDIX "GB"
United Kingdom

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE'S	B878834
DURKEE'S	B890017
DURKEE'S	B878835
SPICE ISLAND	1044786
SPICE ISLAND	2050202
SPICE ISLANDS	B1122619
SPICE ISLANDS & Filigree Design	B1137180

APPENDIX "GR"
Greece

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	54817
SPICE ISLANDS & Filigree Design	104274
SPICE ISLANDS & Leaf Border Design	124994
SPICE ISLANDS PASTA GOURMET	124052
SPICE ISLANDS QUICK MEAL	124051

APPENDIX "GT"
Guatemala

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	15719/453

APPENDIX "HK"
Hong Kong

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	8410/1998
DURKEE	1031/1999
SPICE ISLANDS	B6848/97

APPENDIX "HN"
Honduras

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE'S	48809
DURKEE'S	14291

APPENDIX "IE"
Ireland

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS & Filigree Design	150157

APPENDIX "ID"
Indonesia

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	387878
DURKEE	387777
SPICE ISLANDS	387887
SPICE ISLANDS	387888
SPICE ISLANDS & Leaf Border Design	387890

APPENDIX "IL"**Israel**

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	37432
SPICE ISLANDS & Leaf Border Design	97792
SPICE ISLANDS PASTA GOURMET	97770
SPICE ISLANDS QUICK MEAL	97771

APPENDIX "IN"
India

<i>Trademark</i>	<i>Reg./App. Number</i>
GOOD HARVEST	655635

APPENDIX "IS"
Iceland

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	1432.1996

APPENDIX "IT"
Italy

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE & D Design	480671
DURKEE'S	698013
SPICE ISLANDS & Filigree/Palm	487283

APPENDIX "JM"
Jamaica

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	29/1514

APPENDIX "JO"

Jordan

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	49125
DURKEE	Limbach File No. BPFT 4710 JOR

APPENDIX "JP"
Japan

<i>Trademark</i>	<i>Reg./App. Number</i>
DARKIE	2261633
DURKEE	7-129998
DURKEE'S	475566
DURKEE'S	623704
SPICE ISLANDS	1226899
SPICE ISLANDS PASTA GOURMET	11-008906
TRADER'S CHOICE	4062927

APPENDIX "KR"
Korea

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	1999-26863
DEC-A-CAKE	1999-26864

APPENDIX "KW"
Kuwait

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	27191
DURKEE	27192

APPENDIX "MO"
Macao

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	7350-M
DURKEE	7349-M

APPENDIX "MT"
Malta

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	12715

APPENDIX "MX"
Mexico

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	475708
DURKEE	475707
DURKEE CHICKEN EASY	477933
SPICE ISLANDS	491252
SPICE ISLANDS	487269
SPICE ISLANDS & Filigree/Palm	94040
SPICE ISLANDS & Leaf Border Design	470143

APPENDIX "NO"
Norway

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE'S	65058
DURKEE & D Design	70907
SPICE ISLANDS & Leaf Border Design	170092

**APPENDIX "NZ
New Zealand**

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	269994
DURKEE & D Design	78738
SPICE ISLANDS (Series)	255612
SPICE ISLANDS (Series)	255611
SPICE ISLANDS COMPANY & Palms	80926
VITA CRUNCH	B106669

APPENDIX "PA"
Panama

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	29761
DURKEE	30023
SPICE ISLANDS	74059
SPICE ISLANDS	72772

APPENDIX "PE"

Peru

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	51928

APPENDIX "PT"
Portugal

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	191720
DURKEE	191719
DURKEE	191721
SPICE ISLANDS & Leaf Border Design	306575

APPENDIX "PY"
Paraguay

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	197670

APPENDIX "SA"
Saudi Arabia

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	324/16

APPENDIX "SE"
Sweden

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	184793
SPICE ISLANDS & Filigree Design	82678
SPICE ISLANDS & Filigree Design	177943
SPICE ISLANDS & Leaf Border Design	256147

APPENDIX "SG"
Singapore

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	T94/05127Z
DURKEE	S/5126/94
SPICE ISLANDS	S/B82229

APPENDIX "SV"
El Salvador

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE'S	13986

**APPENDIX "USR"
United States of America**

	<i>U.S. Registration No.</i>
1. BEAU MONDE	0409189
2. BEEF EASY	1973523
3. BOTTLE DESIGN	0994041
4. BROIL 'N GRILL	0815070
5. BUFFALO WINGS & DESIGN	2233733
6. CAKE & ICING MAGIC	1180397
7. CHICKEN EASY	1967473
8. CHOC-O-TRIMS	1332469
9. COLOR-A-CAKE	1204207
10. D (STYLIZED)	0880548
11. DEC-A-CAKE	1130960
12. DEC-A-PARTY	1204497
13. DURKEE	1180385
14. DURKEE	1177514
15. DURKEE	1174405
16. DURKEE	1187912
17. DURKEE	1069413
18. DURKEE	1067946
19. DURKEE (stylized)	0866908
20. DURKEE (stylized)	1848309
21. DURKEE BUFFALO WINGS & DESIGN	1828874
22. DURKEE CALIFORNIA STYLE BLENDS & DESIGN	1840046
23. DURKEE CHICKEN EASY	1870723
24. DURKEE GRILL CREATIONS & DESIGN	1840049

25. DURKEE QUALITY SINCE 1850 & DESIGN	2002946
26. DURKEE SALAD SENSATIONS	1903702
27. DURKEE SALAD SENSATIONS & DESIGN	1840710
28. DURKEE TEXAS RED CHILI	1240512
29. FAMOUS SAUCE	1249965
30. FINEST FLAVORS FROM AROUND THE WORLD	0726075
31. FLAVOR'N BAG	2181613
32. GOOD HARVEST	1999089
33. GRILL CREATIONS	2116247
34. LAURELEAF	1058646
35. LAURELEAF & DESIGN	0828851
36. LITE-A-CAKE	1124382
37. LPM	0864318
38. MEI YEN (stylized)	0615403
39. OLD HICKORY (stylized)	0206585
40. OLD HICKORY SMOKE'D SALT	0675651
41. PALM TREE DESIGN	0781485
42. PANTRY FRESH	1192586
43. SNOWCREST	1196058
44. SPICE ISLANDS	1615751
45. SPICE ISLANDS	1615945
46. SPICE ISLANDS	1623939
47. SPICE ISLANDS	1621502
48. SPICE ISLANDS	0765595
49. SPICE ISLANDS	0574147
50. SPICE ISLANDS	1846883
51. SPICE ISLANDS	2255790

52. SPICE ISLANDS & LEAF BORDER	1763107
53. SPICE ISLANDS (stylized)	0737569
54. SPICE ISLANDS PASTA GOURMET	1869818
55. SPICE KITCHENS	1393455
56. TASTE GUARD	1955709
57. TRADER'S CHOICE	2195952
58. WRITE-A-CAKE	0708818

APPENDIX "USA"
United States of America

SPICE ISLANDS WORLD FLAVORS	75/874192
WORLD FLAVORS	75/874850

APPENDIX "UY"
Uruguay

<i>Trademark</i>	<i>Reg./App. Number</i>
SPICE ISLANDS	279066

APPENDIX "VE"
Venezuela

<i>Trademark</i>	<i>Reg./App. Number</i>
DURKEE	51928
DURKEE	2718-94
DURKEE	2719-94
DURKEE'S	36017-F
SPICE ISLANDS	45136-F