

AGREEMENT

This Agreement is made this 17th day of July, 2006, by and between The Pictsweet Company, a Delaware corporation, having a place of business at Ten Pictsweet Drive, Bells, Tennessee 38006 ("Pictsweet") and G.L. Mezzetta, Inc., a California corporation, having a place of business at 105 Mezzetta Court, American Canyon, California 94503 ("Mezzetta").

Recitals:

1. Pictsweet is the owner of U.S. Trademark Registration No. 1,511,939 for the EXPRESS trademark for frozen vegetables (the "Pictsweet Registration").
2. Mezzetta is the owner of U.S. Trademark Application Serial No. 78/511,253 for EXPRESS! (stylized) for processed peppers in Class 29 (the "Mezzetta Application").
3. Mezzetta has filed a Petition to Cancel, No. 92044943, the Pictsweet Registration before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office.
4. Pictsweet and Mezzetta have agreed to resolve any disagreements.

Terms:

1. Pictsweet will consent to and not object to Mezzetta's use and registration of the EXPRESS! (stylized) trademark for pickled or processed vegetables. The consent will be in the form of attached Exhibit A.
2. Mezzetta will not use the EXPRESS! (stylized) trademark for frozen or fresh vegetables.

3. Mezzetta will consent to and not object to Pictsweet's use and registration of the EXPRESS trademark for frozen or fresh vegetables.

4. Upon execution of this Agreement, the parties, through their respective counsel, will file a stipulation to suspend Cancellation No. 92044943. Mezzetta agrees to withdraw with prejudice the Petition to Cancel the Pictsweet Registration promptly after receiving notice that the United States Patent and Trademark Office has accepted the consent to registration and the Section 2(d) refusal based on the Pictsweet Registration has been withdrawn.

5. Nothing contained in this Agreement shall constitute either party as a licensee or agent of the other party.

6. This Agreement constitutes the entire agreement between the parties relating to the subject matter, and may not be modified or waived except in a writing signed by both parties.

7. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

8. This Agreement is made and enforceable under the laws of the United States concerning trademarks.

9. In consideration of the terms mutually agreed upon herein, the parties hereby release each other, and their respective officers, directors, employees, successors and assigns, from all actions, suits, debts, accounts, agreements, contracts, promises, covenants, damages, judgments, claims and demands whatsoever, which either party had or has against the other party, resulting or arising from or as a consequence of the subject matter of this Agreement, up to the day of the date of this release.


10. The parties waive any rights and benefits each of them may have under California Civil Code §1542, which provides: 'A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.'

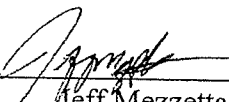
11. Any notices necessary under this Agreement shall be sent to the other party at the address stated above by certified mail.

12. The parties have signed this Agreement by their duly authorized representatives.

THE PICTSWEET COMPANY

G.L. MEZZETTA, INC.

By: 
Name: Linda R. Jones
Title: Gen. Counsel & Secretary

By: 
Jeff Mezzetta
President


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CONSENT TO REGISTRATION

1. This Consent is made this Seventeenth day of July, 2006, by and between G. L. Mezzetta, Inc., a California corporation, having a place of business at 105 Mezzetta Court, American Canyon, California 94503 ("Mezzetta"), and The Pictsweet Company, a Delaware corporation, having a place of business at Ten Pictsweet Drive, Bells, Tennessee 38006 ("Pictsweet").
2. Mezzetta is the owner of U.S. Trademark Application Serial No. 78/511,253 for EXPRESS! (Stylized) for processed peppers in Class 29 (the "Mezzetta Application").
3. Pictsweet is the owner of U.S. Trademark Registration No. 1,511,939 for the EXPRESS trademark for frozen vegetables (the "Pictsweet Registration").
4. Pictsweet consents to registration of the mark that is the subject of the Mezzetta Application on the basis of the following agreement of the parties:
 - a) There has been no actual confusion or even misdirected communications in the time the parties' marks have co-existed.
 - b) The marks are different.
 - c) The parties' marketing and trade channels are different. Mezzetta's goods covered by the Mezzetta Application are processed peppers sold in jars, pouches or other similar packaging. Pictsweet's goods are sold frozen.
 - d) The goods covered by the Mezzetta Application and those covered by the Pictsweet Registration are different.
5. The parties agree that there is no likelihood of consumer confusion, mistake or deception so long as the differences recited above remain.
6. Pictsweet hereby consents to Mezzetta's registration of the EXPRESS! (Stylized) mark which is the subject of the Mezzetta Application.
7. Each of the undersigned certifies that he has authority to sign this Consent.

G.L. MEZZETTA, INC.

Date: 7/21/06

By: 

Jeff Mezzetta
President

THE PICTSWEET COMPANY

Date: 7/3/06

By: 

Name: Laird R. Jones
Title: Gen. Counsel & Secretary