

12-22-1999



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MND
12/16/99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

12/22/1999 DMGUYEN 00000097 161797 75764812

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 375.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 002003 FRAME: 0110

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75764812"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1358253"/>	<input type="text" value="1116146"/>	<input type="text" value="737244"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1360895"/>	<input type="text" value="1696350"/>	<input type="text" value="1615913"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1820763"/>	<input type="text" value="2074463"/>	<input type="text" value="1854276"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Linda J. Soranno
Name of Person Signing


Signature

11/30/99
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Name

Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1938621"/>	<input type="text" value="1900800"/>	<input type="text" value="1820762"/>
<input type="text" value="1813098"/>	<input type="text" value="1813099"/>	<input type="text" value="1903729"/>
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BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT ("Bill of Sale"), dated as of October 7, 1999, between The Pillsbury Company, a Delaware corporation ("Pillsbury"), and HDIP, Inc., a Delaware corporation and a wholly owned subsidiary of Pillsbury ("HDIP").

WHEREAS, Pillsbury is the owner of the Pillsbury Licensed Property and the Other Pillsbury Proprietary Information; and

WHEREAS, Pillsbury wishes to contribute and assign to HDIP The Pillsbury Licensed Property and the Other Pillsbury Proprietary Information;

NOW, THEREFORE, for \$10.00 and other good and valuable consideration paid by or on behalf of the HDIP, the receipt and sufficiency of which are hereby acknowledged and confessed by the Pillsbury:

I. CERTAIN DEFINITIONS.

"Frozen Dessert Products" means ice cream, sorbet, frozen yogurt, sherbet, frozen mousse, ice milk, frozen juice bars, ice pops, water ice, ice cream cakes, frozen fudge bars, soft serve (soft bodied, machine made) ice cream, frozen novelty dessert products (such as bars, cones, sandwiches, smoothies and cup products based on or primarily derived from any of the foregoing), frozen dessert products for pets and other products based on or primarily derived from any of the foregoing.

"Other Pillsbury Proprietary Information" means any and all trade secrets and other information (including, without limitation, drawings, samples, customer lists, current and anticipated customer requirements, market studies and notes, in each case, if any, relating to the sale of Frozen Dessert Products in the Territory) presently owned and used by Pillsbury in the importation, purchase, marketing, distribution, promotion and sale of Frozen Dessert Products in the Territory.

"Patents" means the patents and patent applications listed on Exhibit B attached hereto and any divisions, reissues, continuations, renewals and extensions of any of said U.S. patents or patent applications.

"Pillsbury Licensed Property" means, collectively, the Pillsbury Licensed Technology and Pillsbury Licensed Trademarks.

"Pillsbury Licensed Technology" means the inventions claimed in the Patents and all trade secrets, intellectual property and other information (including, without limitation, product specifications, product formulas, ingredient listings, recipes, data, techniques, know-how, formulae, compositions, processes and past, current and planned research and development relating to the production and content of Frozen Dessert Products) owned by Pillsbury and used by Pillsbury or its Affiliates in connection with the production or content of Frozen Dessert Products.

"Pillsbury Licensed Trademarks" means the trademarks, service marks and trade names listed on Exhibit A, and any trademarks, service marks and trade names of Pillsbury used outside the Territory on Frozen Dessert Products which trademarks, service marks, and trade names are available for use in the Territory on such products without infringing the rights of third parties.

"Territory" means the fifty (50) United States and the District of Columbia.

II. ASSIGNMENT AND SALE OF ASSETS.

Pillsbury does hereby contribute to HDIP, its successors and assigns, all of Pillsbury's right, title and interest in and to the Pillsbury Licensed Property and the Other Pillsbury Proprietary Information, along with all related good will associated with such property and proprietary information, free and clear of all liens, encumbrances, equities or claims, to have and to hold all such right, title, and interest to such forever.

III. FURTHER ASSURANCES.

Pillsbury agrees, for itself and its successors and assigns, at any time and from time to time after the date hereof, upon the request of HDIP, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to fully secure the assigning, transferring, conveying, and confirming to HDIP, or to its successors and assigns, or the aiding, assisting, collecting and reducing to possession of, any or all of its interest.

IV. SUCCESSORS AND ASSIGNS.

This Bill of Sale shall bind and inure to the benefit of each of Pillsbury and HDIP and their respective successors and assigns.

V. APPLICABLE LAW.

This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of New York, and the delivery and possession of all intellectual property sold hereunder shall occur in New York.

VI. COUNTERPARTS.

This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

VII. THIRD PARTY BENEFICIARIES.

Nothing herein expressed or implied is intended to or shall be construed to confer upon or give any person or entity, other than the parties hereto, and their respective

successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives as of the date first above written.

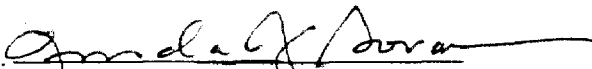
THE PILLSBURY COMPANY

by: 

Name: John Stewart

Title: Senior Vice President

HDIP, INC.

by: 

Name: Linda J. Soranno

Title: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On October 6, 1999, before me Natalie S. Reynolds a Notary Public, personally appeared John Stewart + Linda Sorano, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Natalie S. Reynolds
Notary Public
(Seal)



Exhibit A

Pillsbury Licensed Trademarks

1. Trademarks Registered and In Use in the Territory

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>
Dedicated To Perfection	1358253	Sept 3, 1985	30
Häagen-Dazs	1116146	April 3, 1979	30
Häagen-Dazs (Stylized)	737244	Sept. 4, 1962	30
Häagen-Dazs (Stylized)	1360895	Sept 17, 1985	30
Häagen-Dazs (Design)	1696350	June 23, 1992	30
Perfect Bytes (pending)**	not yet assigned*	July 30, 1999*	30
The Finest Ice Cream in the World	1615913	Oct. 2, 1990	30

*Application number and application date

**Currently in use in Class 42 but not yet in use in Class 30

2. Registered Trademarks No Longer In Use in the Territory

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>Expires</u>
Cookie Dough Dynamo	1820763	Feb. 8, 1994	30	Feb. 8, 2000
Häagen-Dazs (Design)	2074463	June 24, 1997	30	June 24, 2003
It's Better Than Anything*	1854276	Sept. 13, 1994	30	Sept. 13, 2000
Midnight Cookies & Cream	1938621	Nov. 28, 1995	30	Nov 28, 2001
Orange Tango	1900800	June 20, 1995	30	June 20, 2001
Praline Pandemonium	1820762	Feb. 8, 1994	30	Feb. 8, 2000
Peanut Butter Burst	1801648	Oct. 26, 1993	30	Oct. 26, 1999
Raspberry Rendezvous	1813098	Dec. 21, 1993	30	Dec. 21, 1999
Strawberry Cheesecake Craze	1813099	Dec. 21, 1993	30	Dec. 21, 1999
Strawberry Duet	1903729	July 4, 1995	30	July 4, 2001

* Used in advertising only – not in products

TRADEMARK

RECORDED: 12/06/1999

REEL: 002003 FRAME: 0118