

12-28-99

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

01-14-2000



101244473

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

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
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

01/14/2000 DCDATES 00000032 75231631

01 FC:481 40.00 OP  
02 FC:482 975.00 OP

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: 002009 FRAME: 0402

**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="75231631"/>	<input type="text" value="75382221"/>	<input type="text"/>	<input type="text" value="2156820"/>	<input type="text" value="1983949"/>	<input type="text" value="1986981"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2216769"/>	<input type="text" value="1986983"/>	<input type="text" value="1849998"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1864845"/>	<input type="text" value="2233718"/>	<input type="text" value="1845810"/>

**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.

Lisa Brooks Hammond

*Lisa Brooks Hammond*

12/17/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

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Execution Date  
Month Day Year

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Registration Number(s)

1849999	2221760	2230811
1845809	1900050	2149474
2149478	1905768	2149477
2241851	2216773	2213509
2136743	2228879	2216770
1863857	2248630	1977299
1645429	2062036	2149473

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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**TRADEMARK**

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**Registration Number(s)**

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2216772	833756	<input type="text"/>
1554940	<input type="text"/>	<input type="text"/>
2237163	<input type="text"/>	<input type="text"/>
2241077	<input type="text"/>	<input type="text"/>
2140193	<input type="text"/>	<input type="text"/>
1905767	<input type="text"/>	<input type="text"/>
1937821	<input type="text"/>	<input type="text"/>

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of November 18, 1999 and entered into by and between WAGNER GOURMET FOODS, INC., a North Carolina Corporation having offices at 4500 Northchase Parkway N.E., Wilmington, North Carolina 28405 (herein, "Assignor") and WILLIAMS FOODS, INC., a Kansas corporation having its principal place of business at 13301 W. 99<sup>th</sup> Street, Lenexa, Kansas 66215 (herein, "Assignee").

The Assignor has adopted and used, and continuously used, the registered trademarks listed on Schedule A. The said trademarks reflect and symbolize the considerable goodwill of the Assignor with respect to its business of selling and offering for sale the various goods and services identified by said Marks. Assignor also has rights and interests in and to pending applications for trademark registration in the United States Patent and Trademark Office. These pending trademarks are also listed on Schedule A. Registered trademarks and pending trademarks shall be collectively referred to as the "Marks" herein.

Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor all Assignor's right, title, and interest in and to the said Marks, together with all Assignor's goodwill associated therewith and symbolized thereby.

1. **The Marks.** The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill) are listed on Schedule A.
2. **Assignment.** Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the said Marks and any and all rights to any registrations thereof or applications for registrations thereof which may now or hereafter exist, together with all of Assignor's goodwill associated therewith and symbolized thereby.
3. **Goodwill.** The said sale, transfer, assignment, and conveyance includes all the goodwill of the business of Assignor associated with and symbolized by said marks.
4. **Other Actions.** Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee clear title to the Marks and the rights transferred hereunder.
5. **Non-competition.** Assignor agrees to terminate all use of the Marks and agrees not to use the Marks or any other name or mark confusingly similar therewith, whether for itself or for or in connection with any

other person, firm, or corporation in which Assignor or any of its officers, directors, shareholders, agents, or employees has any interest whatsoever.

6. **Additional Rights.** In addition to the other rights referenced herein, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of ownership rights of the Marks, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. Assignee is authorized to communicate with the United States Patent and Trademark Office, and the United States Patent and Trademark Office is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the day and year first above written.

Assignor

Wagner Gourmet Foods, Inc.

By: 

**SCHEDULE A**

**REGISTERED TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BLUE TICK DRESSING	2,156,820	May 12, 1998
BOG BOTTOM	2,216,769	January 5, 1999
CAROLINA CEDAR SPRAY (Stylized Letters)	1,864,845	November 29, 1994
CAROLINA FIRE FLIES (Stylized Letters)	1,983,949	July 2, 1996
CAROLINA JUNE BUGS (Stylized Letters)	1,986,983	July 16, 1996
CAROLINA MUD PUPPIES	2,233,718	March 23, 1999
CAROLINA NIGHT CRAWLERS (Stylized Letters)	1,986,981	July 16, 1996
CAROLINA PINE TAR (Stylized Letters)	1,849,998	August 16, 1994
CAROLINA RED TIDE (Stylized Letters)	1,845,810	July 19, 1994
CAROLINA SWAMP STUFF (Stylized Letters)	1,849,999	August 16, 1994
CAROLINA TADPOLE TEA (Stylized Letters)	1,845,809	July 19, 1994
CEDAR SPRAY	2,149,478	April 7, 1998
COCOA PLEASURES	2,241,851	April 27, 1999
DESIGN ONLY	2,136,743	February 17, 1998
DUCK PUDDLE FARM	1,863,857	November 22, 1999

EL SCORCHO (Stylized Letters)	1,645,429	May 21, 1991
HOME PORT GALLEY	2,221,760	February 2, 1999
ISLAND PLEASURE	1,900,050	June 13, 1995
JOHN WAGNER & SONS, INC.	1,905,768	July 18, 1995
LIME DANCE	2,216,773	January 5, 1999
LONGBAY	2,228,879	March 2, 1999
MILKWEED	2,248,630	June 1, 1999
MILKWEED (Stylized Letters)	2,062,036	May 13, 1997
MOBAY	2,230,811	March 9, 1999
PINE TAR	2,149,474	April 7, 1998
RED TIDE	2,149,477	April 7, 1998
SCORPION	2,213,509	December 22, 1998
SWAMP MARY	2,216,770	January 5, 1999
SWAMP SAUCE	1,977,299	May 28, 1996
TADPOLE TEA	2,149,473	April 7, 1998
TAHITIAN RED WAVE	2,216,772	January 5, 1999
THE BROWN ADOBE THE NEW MEXICAN CONNECTION (and Design)	1,554,940	September 5, 1989
WAGNER GOURMET FOODS	2,237,163	April 6, 1999
WAGNER GOURMET FOODS SINCE 1847 (and Design)	2,241,077	April 20, 1999



WAGNER'S	2,140,193	March 3, 1998
WAGNER'S	1,905,767	July 18, 1995
WAGNER'S (and Design)	1,937,821	November 28, 1995
WAGNER'S (Stylized Letters)	833,756	August 15, 1967

PENDING TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
COFFEE PLEASURES	75,231,631	January 27, 1997
ISLAND PLEASURE	75,382,221	October 30, 1997