

01-09-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

BDH Two, Inc. (n/k/a BDS Two, Inc.)  
a Delaware corporation

1-7-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 12/05/2002

2. Name and address of receiving party(ies)

Name: ConAgra Grocery Products Company

Internal Address: \_\_\_\_\_

Street Address: 3353 Michelson Drive

City: Irvine State: CA Zip: 92612-0650

- Individual(s) citizenship \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
1003 JAN -7 AM 10:10

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 0,748,137

Additional number(s) attached  Yes  No

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

Name: Brian T. McKernan

Internal Address: \_\_\_\_\_

McGrath North Mullin & Kratz, PC LLP

Street Address: Ste. 3700 First National Tower

1601 Dodge Street

City: Omaha State: NE Zip: 68102

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Brian T. McKernan

Name of Person Signing

Signature

12/30/02

Date

3

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

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TRADEMARK  
REEL: 002645 FRAME: 0079

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is to be effective as of November 18, 2002, and is entered into by and among BDH, TWO, INC. (now known as BDS, TWO, INC.), a Delaware corporation, ("Assignor"), and ConAgra Grocery Products Company, a Delaware corporation, ("Assignee").

WHEREAS, Assignor, having its principal offices at Suite 202, One Little Falls Centre, Wilmington, Delaware 19808, is the owner of the trademark(s) and the associated registration(s) and/or application(s) for registration thereof existing in the **United States Patent and Trademark Office** listed in the Schedule hereto (collectively, the "Marks").

WHEREAS, Assignee, having its principal offices at 3353 Michelson Drive, Irvine, California 92612-0650, is desirous of acquiring all right, title and interest in and to said Marks.

NOW THEREFORE, be it known that for Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the **United States** in and to said Marks, together with the goodwill of the business symbolized by said Marks, any future registrations of said Marks, and all common law rights associated with said Marks, and, any and all causes of action and other rights assertable under said Marks, the right to sue third parties for infringement of or improper activities regarding said Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

THE SCHEDULE

<u>Trademark</u> <i>CAMPY</i>	<u>Registration No.</u> 0,748,137
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Signed this 5 day of Dec, 2002.

BDH, TWO, INC. (n/k/a BDS, TWO, INC.)

Assignor

By: 

Name: Alyssa A. Anton

Title: Vice President

CONAGRA GROCERY PRODUCTS COMPANY

Assignee

By: 

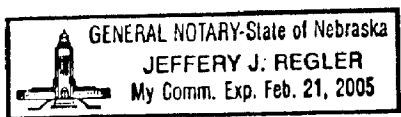
Name: Kevin L. Wedeking

Title: Assistant Corporate Secretary

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

I, JEFFERY J. REGLER, Notary Public, do hereby certify that Kevin L. Wedeking, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That (s)he is the duly appointed ASST. CORPORATE SECRETARY of Assignor, legally constituted for a period of tenure not yet expired, that (s)he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 20<sup>th</sup> day of NOVEMBER, 2002.

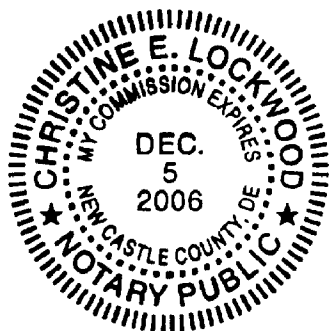


[Signature]  
Notary Public  
My Commission Expires: FEBRUARY 21, 2005

STATE OF Delaware )  
 ) ss:  
COUNTY OF New Castle )

I, Christine E Lockwood, Notary Public, do hereby certify that Alyssa Anton, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That (s)he is the duly appointed Vice President of Assignee, legally constituted for a period of tenure not yet expired, that (s)he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5<sup>th</sup> day of December, 2002.



[Signature]  
Notary Public  
My Commission Expires: 12/5/06