

05-11-2005

5/19/05

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE



103000081

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
 Del Monte Corporation

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: Bank of America, N.A.
 Internal
 Address: _____
 Street Address: 101 North Tryon Street
 City: Charlotte State: NC Zip: 28255

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: _____
 Other National Organization

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: February 8, 2005

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

APR/FINANCE
MAY -9 AM 7:10

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Intellectual Property Docketing
 Internal Address: SHEARMAN & STERLING LLP

 Street Address: 599 Lexington Avenue

 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 283

7. Total fee (37 CFR 3.41)..... \$ 6590.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(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.

W. Tucker McCrady
Name of Person Signing

W. Tucker McCrady
Signature

May 5, 2005
Date

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

18

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

05/10/2005 EC00PER 00000036 78343070

01 FC:8521 40.00 OP
02 FC:8522 6550.00 OP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Application Numbers

78/343,070	78/457,161	78/513,624	78/503,778	75/941,977	76/366,979
76/168,627					

Registration Numbers

2,710,912	855,195	634,951	520,049	1,601,219	541,067
2,054,655	2,482,789	238,737	1,596,722	756,191	1,426,759
2,054,643	1,037,607	554,381	1,028,077	1,603,734	2,488,443
688,796	340,001	2,054,160	1,724,069	2,300,812	2,673,037
2,520,590	1,357,066	2,281,773	1,324,912	2,830,517	1,733,351
2,084,322	124,957	1,409,739	188,326	2,502,454	2,064,526
1,260,124	2,648,253	1,524,747	1,707,078	2,406,831	1,579,331
757,462	2,640,617	2,145,998	2,281,798	2,300,909	2,095,082
2,734,948	2,209,139	2,217,551	1,294,792	1,533,461	1,314,902
53,738	1,388,474	2,460,092	1,411,567	1,436,599	1,509,480
94,581	1,457,679	2,145,598	230,270	1,507,431	968,794
133,222	1,253,090	2,492,978	730,530	2,533,828	1,710,238
221,448	2,250,425	2,762,345	2,201,809	2,631,655	1,727,879
853,332	1,554,952	918,135	2,229,104	322,305	678,978
2,770,488	2,471,021	2,271,748	380,660	1,412,552	710,683
2,833,430	911,290	1,938,432	2,903,932	1,422,198	381,518
2,431,525	1,393,462	2,536,258	1,208,798	2,836,573	717,271
2,168,490	881,339	1,353,073	2,215,073	1,767,553	582,212
1,671,980	1,991,454	2,604,089	2,331,737	1,275,620	686,973
2,856,380	824,504	2,449,007	77,291	904,928	2,309,921
1,288,043	827,921	2,506,751	2,118,683	1,051,429	2,187,961
979,542	2,581,586	2,200,519	2,890,290	639,793	2,831,857
1,813,953	2,612,039	1,635,606	976,448	1,513,802	1,487,667
2,201,543	2,295,935	732,817	2,669,846	1,060,044	1,990,676
2,201,544	2,302,024	818,354	2,908,694	378,256	2,009,258
2,262,474	1,455,602	1,257,045	1,805,740	212,264	2,187,807
2,022,671	2,754,865	1,469,900	1,953,199	1,967,653	1,438,224
2,043,356	2,287,404	2,421,882	2,624,741	1,956,708	1,990,674

897,004	1,265,860	849,922	2,794,580	1,967,649	1,547,606
2,019,440	881,338	1,422,203	1,986,801	2,138,087	1,537,560
2,285,927	828,266	695,774	2,183,042	1,810,987	875,845
2,346,155	1,486,403	831,551	2,278,903	2,022,953	2,284,920
2,346,154	2,589,260	2,291,672	2,282,798	338,457	2,264,390
2,863,689	1,370,370	514,973	2,243,874	2,762,601	2,282,799
1,567,429	2,124,077	2,517,886	1,930,805	505,009	2,843,557
2,458,835	2,534,677	1,431,423	2,598,773	1,364,787	2,823,232
2,449,576	2,476,475	1,816,052	2,171,090	416,844	2,639,215
557,830	2,534,461	2,513,290	2,174,667	1,986,800	2,043,076
194,678	1,813,954	2,194,497	1,733,415	2,127,407	2,104,942
2,509,620	2,104,498	1,108,864	2,670,089	2,285,492	893,811
848,258	2,096,232	1,995,891	640,441	72,903	867,650
2,060,853	2,257,344	2,178,965	111,706	2,669,094	1,339,374
876,144	2,209,127	425,833	2,171,091		

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated February 8, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of America, N.A. ("*Bank of America*"), as Administrative Agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Del Monte Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of February 8, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Del Monte Foods Company, a Delaware corporation, the Lenders party thereto, Bank of America, N.A. ("*Bank of America*"), as administrative agent, swing line lender and l/c issuer, Morgan Stanley Senior Funding, Inc., as syndication agent and JPMorgan Chase Bank, Harris Trust and Savings Bank and Suntrust Bank, as co-documentation agents. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated February 8, 2005 made by the Grantors to Bank of America, as the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the registered patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the registered trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or

enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEL MONTE CORPORATION

By 

Name: Thomas E. Gibbons

Title: Senior Vice President
and Treasurer

SCHEDULE A

PATENTS

Title ↓	Patent #	Issue Date	Country Name ↓	App. Date	Application #	Patent Type	Patent Status
Breed-Specific Canine Food Formulations	6,156,355	12/05/2000	United States of America (USA)	02/05/1999		Invention / Utility	Granted
Can End Closure Apparatus	5,169,017	12/08/1992	United States of America (USA)	12/11/1991		Invention / Utility	Granted
Canned Meat and Gravy Pet Food and Process	4,895,731	01/23/1990	United States of America (USA)	09/13/1988		Invention / Utility	Granted
CAT TREAT			United States of America (USA)	04/29/2004	60/566181	Provisional	Pending
			United States of America (USA)	08/06/2004	60/599058	Provisional	Pending
COLORING COMPOSITIONS	4781936	11/01/1988	United States of America (USA)	07/09/1986	06/883607	Invention / Utility	Granted
Composite Animal Food	4,777,058	10/11/1988	United States of America (USA)	11/06/1986		Invention / Utility	Granted
CONSTANT FUSING PRESSURE THERMOPLASTIC LID SEALING APPARATUS	5562799	10/08/1996	United States of America (USA)	06/15/1994	08/260191	Invention / Utility	Granted
Easy-Opening Closure for the Sheet Metal Lids of Cans and the Like	5,207,346	05/04/1993	United States of America (USA)	10/23/1990		Invention / Utility	Granted
Easy-Opening Closure for the Sheet-Metal Lids of Cans and the Like	5,048,713	09/17/1991	United States of America (USA)	09/21/1989		Invention / Utility	Granted
Filled Edible Product and System and Method for Production of a Filled Edible Product	6,506,401	01/14/2003	United States of America (USA)	01/28/1999		Invention / Utility	Granted
Filled Edible Product, and System and Method for Production of a Filled Edible Product			United States of America (USA)	11/12/2002	10/291,702	Invention / Utility	Pending
GARDEN BEAN VARIETY DMC 04-01	9300002	06/30/1993	United States of America (USA)	10/08/1992	9300002	Plant	Granted
GARDEN BEAN VARIETY DMC 04-02	9500133	11/18/1999	United States of America (USA)	04/11/1995	9500133	Plant	Granted
GARDEN BEAN VARIETY DMC 04-04	9200116	07/31/1992	United States of America (USA)	03/09/1992	9200116	Plant	Granted
GARDEN BEAN VARIETY DMC 04-14	9200199	05/28/1993	United States of America (USA)	05/28/1992	9200199	Plant	Granted
GARDEN BEAN VARIETY DMC 04-19	9400051	09/29/1995	United States of America (USA)		9400051	Plant	Granted
GARDEN BEAN VARIETY DMC 04-28	9500261	02/29/2000	United States of America (USA)	07/19/1995	9500261	Plant	Granted
GARDEN BEAN VARIETY DMC 04-33	9300053	06/30/1993	United States of America (USA)	12/29/1992	9300053	Plant	Granted
GARDEN BEAN VARIETY DMC 04-34	9200117	07/31/1992	United States of America (USA)	03/09/1992	9200117	Plant	Granted

GARDEN BEAN VARIETY DMC 04-59	9200047	07/31/1992	United States of America (USA)	12/19/1991	9200047	Plant	Granted
GARDEN BEAN VARIETY DMC 04-60	9200231	06/30/1993	United States of America (USA)	07/13/1992	9200231	Plant	Granted
GARDEN BEAN VARIETY DMC 04-61	9200232	06/30/1993	United States of America (USA)	07/13/1992	9200232	Plant	Granted
GARDEN BEAN VARIETY DMC 04-88	9200048	07/31/1992	United States of America (USA)	12/16/1991	9200048	Plant	Granted
GARDEN BEAN VARIETY DMC 04-94	9200118	07/31/1992	United States of America (USA)	03/09/1992	9200118	Plant	Granted
GARDEN BEAN VARIETY DMC 06-01	9200119	07/31/1992	United States of America (USA)	03/09/1992	9200119	Plant	Granted
GARDEN BEAN VARIETY DMC 06-23	9300146	03/31/1995	United States of America (USA)	02/25/1993	9300146	Plant	Granted
GARDEN BEAN VARIETY DMC 06-26	9300055	09/29/1995	United States of America (USA)	12/30/1992	9300055	Plant	Granted
GARDEN BEAN VARIETY DMC 06-39	9200120	06/30/1993	United States of America (USA)	03/09/1992	9200120	Plant	Granted
GARDEN BEAN VARIETY DMC 08-02	9200201	05/28/1993	United States of America (USA)	05/28/1992	9200201	Plant	Granted
GARDEN BEAN VARIETY DMC 08-47	9300054	08/31/1995	United States of America (USA)	12/29/1992	9300054	Plant	Granted
GARDEN BEAN VARIETY DMC 08-52	9200121	07/31/1992	United States of America (USA)	03/09/1992	9200121	Plant	Granted
METHOD FOR COLORING FRUITS AND VEGETABLES WITH ANTHRAQUINONES AND PRODUCT	5164212	11/17/1992	United States of America (USA)	08/23/1991	07/748847	Invention / Utility	Granted
METHOD OF MAKING DRIED FRUITS	5000972	03/19/1991	United States of America (USA)	06/21/1989	07/369149	Invention / Utility	Granted
METHOD OF PRESERVING PRODUCE FOR FURTHER PROCESSING	4879127	11/07/1989	United States of America (USA)	11/01/1988	07/266338	Invention / Utility	Granted
METHOD OF TREATING PINEAPPLE TO PREVENT PINEAPPLE FRUIT DISEASES	4771571	09/20/1988	United States of America (USA)	12/31/1986	06/948322	Invention / Utility	Granted
NATURAL FRUIT FLAVOR EXTRACTS	4996070	02/26/1991	United States of America (USA)	01/11/1990	07/463502	Invention / Utility	Granted
PACKAGE HAVING CUP WITH BEVELED SEALING FLANGE	6648163	11/18/2003	United States of America (USA)	08/31/2001	09/944733	Invention / Utility	Granted
Particulate Dog Food Palatability Enhancer and Process	4,804,549	02/14/1989	United States of America (USA)	05/22/1986		Invention / Utility	Granted
PEA VARIETY DMC 50-02	9300004	05/28/1993	United States of America (USA)	10/14/1992	9300004	Plant	Granted
PEA VARIETY DMC 50-04	9300056	06/30/1993	United States of America (USA)	12/30/1992	9300056	Plant	Granted
PEA VARIETY DMC 50-05	9300130	08/31/1993	United States of America (USA)	02/26/1993	9300130	Plant	Granted
PEA VARIETY DMC 50-21	9300045	02/28/1995	United States of America (USA)	12/16/1992	9300045	Plant	Granted
PEA VARIETY DMC 50-26	9300057	02/28/1995	United States of America (USA)	12/30/1992	9300057	Plant	Granted
PEA VARIETY DMC 50-27	9300131	02/28/1995	United States of America (USA)	02/25/1993	9300131	Plant	Granted
PEA VARIETY DMC 50-28	9300132	05/28/1999	United States of	02/25/1993	9300132	Plant	Granted

			America (USA)				
PEA VARIETY DMC 50-33	9300133	08/31/1993	United States of America (USA)	02/25/1993	9300133	Plant	Granted
PEA VARIETY DMC 50-63	9300136	02/26/1998	United States of America (USA)	02/25/1993	9300136	Plant	Granted
PEA VARIETY DMC 50-68	9300058	08/31/1993	United States of America (USA)	12/30/1992	9300058	Plant	Granted
PEA VARIETY DMC 50-69	9300137	02/26/1998	United States of America (USA)	02/25/1993	9300137	Plant	Granted
PEA VARIETY DMC 50-70	9300138	02/26/1998	United States of America (USA)	02/25/1993	9300138	Plant	Granted
PEA VARIETY DMC 50-71	9300139	05/28/1999	United States of America (USA)	02/25/1993	9300139	Plant	Granted
PEA VARIETY DMC 50-76	9300140	05/28/1999	United States of America (USA)	02/25/1993	9300140	Plant	Granted
PEA VARIETY DMC 50-78	9300141	05/28/1999	United States of America (USA)	02/25/1993	9300141	Plant	Granted
PEA VARIETY DMC 50-79	9300142	05/28/1999	United States of America (USA)	02/25/1993	9300142	Plant	Granted
PEA VARIETY DMC 50-80	9300143	02/26/1998	United States of America (USA)	02/25/1993	9300143	Plant	Granted
PEA VARIETY DMC 50-82	9300145	05/28/1999	United States of America (USA)	02/25/1993	9300145	Plant	Granted
PEA VARIETY DMX 50-74	9400126	10/29/1997	United States of America (USA)	02/25/1993	9400126	Plant	Granted
PEPPER VARIETY DMC 56-02	9100240	09/30/1993	United States of America (USA)	08/05/1991	9100240	Plant	Granted
PEPPER VARIETY DMC 56-52	9100167	06/30/1993	United States of America (USA)	04/15/1991	9100167	Plant	Granted
PEPPER VARIETY DMX 58-214	9600206	06/30/1999	United States of America (USA)	03/22/1996	9600206	Plant	Granted
PEPPER VARIETY DMX 58-218	9600205	11/24/1999	United States of America (USA)	03/22/1996	9600205	Plant	Granted
PLANT VARIETY PROTECTION CERTIFICATE - BEAN VARIETY DMC 04-05	9600181	07/17/2002	United States of America (USA)	03/18/1996	9600181	Plant	Granted
PLANT VARIETY PROTECTION CERTIFICATE - BEAN VARIETY DMC 04-80	9600182	07/17/2002	United States of America (USA)	03/18/1996	9600182	Plant	Granted
Process for Making a Canned Meat with Gravy Pet Food	4,791,002	12/13/1988	United States of America (USA)	03/31/1987		Invention / Utility	Granted
Process for Producing a Safe Opening Container Lid	5,174,706	12/29/1992	United States of America (USA)	01/10/1992		Invention / Utility	Granted
Protease Containing Hairball Remedy and Use Thereof	6,080,403	06/27/2000	United States of America (USA)	02/01/1999		Invention / Utility	Granted
Safe Container End Closure and Method for Fabricating a Safe Container End Closure	6,386,813	05/14/2002	United States of America (USA)	04/20/2001		Invention / Utility	Granted
	6,234,337	05/22/2001	United States of America (USA)	08/14/1998		Invention / Utility	Granted
Safe Opening Container Lid	5,105,977	04/21/1992	United States of America (USA)	02/01/1991		Invention / Utility	Granted
	4,565,298	01/21/1986	United States of America (USA)	02/06/1985		Invention / Utility	Granted

	4,759,464	07/26/1988	United States of America (USA)	09/08/1986		Invention / Utility	Granted
Storage and Display Carton	5,921,398	07/13/1999	United States of America (USA)	01/12/1998		Invention / Utility	Granted

SCHEDULE B

TRADEMARKS

Country Name ↓	Mark (Profile) ↓	Application No.	Registration No.	Class(es)	TM Status
United States of America (USA)	9 LIVES GOURMET MEALS	76/366,472	2,710,912	31	Registered
	9 LIVES PLUS	75/065,629	2,054,655	31	Registered
	9 LIVES PLUS CARE	75/064,700	2,054,643	31	Registered
	9-LIVES (Stylized)	72/068,331	688,796	46	Registered
	9-LIVES...EVERYTHING ELSE IS JUST CAT FOOD	75/585,177	2,520,590	31	Registered
	ALL AMERICAN & STAR DESIGN	74/582,774	2,084,322	29	Registered
	ANIMATED FISH DESIGN (Form 1)	73/380,436	1,260,124	29	Registered
	ANIMATED FISH DESIGN (Form 2)	149,971	757,462	46	Registered
	APPLE HEART DESIGN	78/162,521	2,734,948	05	Registered
	ARGO (salmon)	8,138	53,738	29	Registered
	ARGO (Stylized)	71/070,258	94,581	29	Registered
	ARGO (vegetables)	112,293	133,222	29	Registered
	AVALON (Stylized)	71/235,861	221,448	46	Registered
	BAY (Stylized)	282,962	853,332	46	Registered
	BRAIDED DOG FOOD DESIGN (2 Dimensional Colors Claimed)	78/109,250	2,770,488	31	Registered
	BRAIDED DOG FOOD DESIGN (3 Dimensional)	78/109,245	2,833,430	31	Registered
	BREAST O'CHICKEN			29	Common Law
	CALIFORNIA FRUIT CANNERS ASSOCIATION LOGO	75/936,931	2,431,525	29	Registered
	CAN DO	75/204,681	2,168,490	16	Registered
	CANINE CARRY OUTS	74/131,523	1,671,980	31	Registered
	CANINE CARRY OUTS BAC'N BITES	76/367,365	2,856,380	31	Registered
	CAPO DI MONTE	236,262	1,288,043	29	Registered
	CASSEROLE BAKES	78/343,070		29	Pending Application
	CAT AND BOWL DESIGN (Morris)	72/454,862	979,542	46	Registered
	CAT DESIGN (Jack)	74/382,132	1,813,953	31	Registered
	CAT POUNCING DESIGN (Jack)	75/416,288	2,201,543	31	Registered
	CAT WITH LIPS SMACKING DESIGN (Jack)	75/416,292	2,201,544	31	Registered
	CAT WITH SPARKLING TEETH DESIGN (Jack)	75/415,751	2,262,474	31	Registered
	CATEGORY MANAGEMENT SYSTEMS	74/690,229	2,022,671	9	Registered - Supp. Reg.
	CAT-NIPPERS	75/065,630	2,043,356	31	Registered
	CHARLIE	315,113	897,004	46	Registered
	CHARLIE'S	78/457,161		29	PENDING
	CHARLIE'S LUNCH KIT	74/174,172	2,019,440	29, 30	Registered
	CHARLIE'S TAT-TUNA	75/226,130	2,285,927	16	Registered
CHERRY CHERRY	75/312,291	2,346,155	29	Registered - Supp. Reg.	

CHERRY CHERRY (Stylized)	75/312,290	2,346,154	29	Registered - Supp. Reg.
CHEW-LOTTA	78/187,392	2,863,689	31	Registered
CHOP DESIGN	73/786,807	1,567,429	31	Registered
CITRUS SELECT	75/905,762	2,458,835	29	Registered - Supp. Reg.
CLASSIC CRUSH	75/491,825	2,449,576	29, 30	Registered
COLLEGE INN	71/573,919	557,830	29	Registered
COLLEGE INN	71/200,749	194,678	29	Registered
CONTADINA & BOX DESIGN	76/155,830	2,509,620	29, 30	Registered
CONTADINA (dry goods)	251,377	848,258	30	Registered
CONTADINA (pasta-sauce)	75/061,940	2,060,853	30	Registered
CONTADINA (pizza mix)	297,381	876,144	30	Registered
CONTADINA (pizza sauce)	278,870	855,195	30	Registered
CONTADINA (recipes)	75/477,074	2,482,789	42	Registered
CONTADINA (spaghetti sauce)	57,040	1,037,607	30	Registered
CONTADINA (stylized)	379,427	340,001	29	Registered
CONTADINA (sweet & sour)	520,778	1,357,066	30	Registered
CONTADINA (tomato sauce)	113,959	124,957	30	Registered
CONTADINA AND DESIGN (with lady)	76/155,309	2,648,253	29, 30	Registered
CONTADINA SAUCE STARTERS	76/167,980	2,640,617	30	Registered
COOKIN' WITH CHARLIE IN DESIGN	75/418,232	2,209,139	29	Registered
COUNTRY MIX	73/528,406	1,388,474	31	Registered
COUNTRY STRAWBERRY	645,118	1,457,679	32	Registered
COUNTRY YUMKINS	381,800	1,253,090	28	Registered
CRAZY CHERRY	75/350,751	2,250,425	29	Registered
CRUNCHY MEALS	73/587,817	1,554,952	31	Registered
CUSTOM FITNESS	75/792,719	2,471,021	31	Registered
CYCLE	72/361,119	911,290	46	Registered
DEL MONTE	558,494	1,393,462	30	Registered
DEL MONTE	325,278	881,339	29, 30, 31, 32	Registered
DEL MONTE	75/019,958	1,991,454	42	Registered
DEL MONTE (soft drinks)	240,255	824,504	32	Registered
DEL MONTE AND DESIGN (logo in b&w)	240,048	827,921	29, 30, 31	Registered
DEL MONTE AND DESIGN (new logo in b&w)	76/207,143	2,581,586	31	Registered
DEL MONTE AND DESIGN (org. shield)	76/204,612	2,612,039	29	Registered
DEL MONTE AND SHIELD WITH BOX DESIGN	75/571,949	2,295,935	29, 30, 32	Registered
DEL MONTE AND SHIELD WITH BOX DESIGN (COLOR)	75/572,051	2,302,024	29, 30, 32	Registered
DEL MONTE DOLCE			31	Pending Application
DEL MONTE FRUIT SNACKS AND DESIGN	614,953	1,455,602	29	Registered
DEL MONTE GOLD	76/063,261	2,754,865	31	Registered
DEL MONTE GOLD DEL MONTE QUALITY AND DESIGN	75/472,401	2,287,404	31	Registered

DEL MONTE LITE	378,671	1,265,860	29	Registered
DEL MONTE NEW SHIELD DEVICE	325,276	881,338	29, 30, 32	Registered
DEL MONTE NEW SHIELD LABEL	240,046	828,266	29, 30, 32	Registered
DEL MONTE QUALITY FRUIT BLENDS AND DESIGN	671,393	1,486,403	32	Registered
DEL MONTE QUALITY SAVORY SENSATION AND DESIGN	75/908,135	2,589,260	29	Registered
DEL MONTE SALAD BAR	436,579	1,370,370	29	Registered
DEL MONTE SPECIALTIES	74/519,686	2,124,077	29	Registered
DEL MONTE SQUARE				Pending Application
DEL MONTE TO-GO & DESIGN	75/828,247	2,534,677	29	Registered
DEL MONTE ZESTY (and Design)	75/769,419	2,476,475	29	Registered
Denta-Delicious	78/513,624		31	Pending Application
DOG DOCTOR & HEART DESIGN (Wagwells Dog)	75/541,452	2,534,461	31	Registered
DOG FACE DESIGN (Snausages Dog)	74/382,716	1,813,954	31	Registered
DOLPHIN AND WAVE DESIGN	74/486,345	2,104,498	29	Registered
DOLPHIN SAFE & DESIGN OF DOLPHIN AND WAVE	74/486,344	2,096,232	29	Registered
DOUBLE LUCK	75/541,760	2,257,344	29	Registered
DRUMSTIX WITH REAL CHICKEN & TURKEY	75/416,290	2,209,127	31	Registered
EARLY GARDEN (Stylized)	698,688	634,951	29	Registered
EATWELL	252,013	238,737	46	Registered
EATWELL & DESIGN	71/597,520	554,381	46	Registered
FIESTA	731,606	2,054,160	29	Registered
FISHERMAN'S HEAD DESIGN	75/585,024	2,281,773	29	Registered
FISHERMAN'S PLATTER	585,269	1,409,739	31	Registered
FISHETS	73/580,296	1,524,747	31	Registered
FRESH CUT	75/041,908	2,145,998	29	Registered
FRESH CUT & DESIGN	75/041,909	2,217,551	29	Registered
FRESH IDEAS. ENDURING QUALITY.	75/572,719	2,460,092	16, 35	Registered
FRESHCUT AND DESIGN (Tomatoes)	700,174	2,145,598	29	Registered
FRESHDELMONTE.COM	75/483,339	2,492,978	42	Registered
FRUIT & GEL TO GO	76/229,201	2,762,345	29	Registered
FRUIT CUP	346,371	918,135	29	Registered
FRUIT CUT-UPS	75/430,309	2,271,748	29	Registered
FRUIT MADE EASY	74/600,108	1,938,432	42	Registered
FRUIT MADE EASY	76/201,610	2,536,258	29	Registered
FRUIT NATURALS (fruit)	410,056	1,353,073	29	Registered
FRUIT TO GO & DESIGN	76/208,670	2,604,089	29	Registered
FRUIT TO GO (Stylized)	75/919,368	2,449,007	29	Registered
FRUIT TO-GO	76/191,946	2,506,751	29	Registered
FRUITRAGEOUS	75/262,640	2,200,519	29	Registered
FRUITS OF FOUR SEASONS	74/007,628	1,635,606	29	Registered
GAINES BURGERS	130,281	732,817	46	Registered
GAINES-PATTIES	72/210,555	818,354	46	Registered

GARDEN CRISP	366,019	1,257,045	29	Registered
GARDEN SELECT	646,002	1,469,900	29	Registered
GET TO THE FRESH FLAVOR FASTER	75/542,722	2,421,882	29	Registered
GOURMET	286,975	849,922	46	Registered
GOURMET PLATTER	602,839	1,422,203	31	Registered
GRAVY TRAIN	68,990	695,774	46	Registered
GREAT AMERICAN & DESIGN	233,903	831,551	46	Registered
GROUP SPECIFIC FORMULA	75/440,898	2,291,672	31	Registered
HALFHILL'S (Stylized)	71/506,031	514,973	46	Registered
HEY I CAN DO THAT!	75/567,711	2,517,886	29	Registered
HIFACTOR FORMULA	78/503,778		31	Pending Application
HOT DOGGIES	73/608,088	1,431,423	31	Registered
IL CLASSICO	306,033	1,816,052	30	Registered
INSPIRING GREAT MEALS AT HOME AND ON THE GO	75/829,682	2,513,290	16	Registered
ITEM OPTIMIZER	74/682,997	2,194,497	9	Registered
JERKY TREATS	155,835	1,108,864	31	Registered
JERKY TREATS CHICKEN GRILLERS	74/485,076	1,995,891	31	Registered
JERKY TREATS SIZZLIN' BAC'N	75/068,759	2,178,965	31	Registered
KEN-L (in Solid Stylized Form)	71/498,713	425,833	46	Registered
KEN-L (in Solid Stylized Form)	71/562,955	520,049	46	Registered
KEN-L RATION	73/821,856	1,596,722	31	Registered
KEN-L RATION & DOG FACE WITH BANNER DESIGN	74/049,900	1,028,077	31	Registered
KEN-L RATION IN BLACK BANNER DESIGN (Form 2)	74/190,784	1,724,069	31	Registered
KEN-L RATION PRIME PLATTER	471,498	1,324,912	31	Registered
KEN-L-RATION (Solid Stylized Form)	71/195,491	188,326	46	Registered
KIBBLES'N BITS	74/132,509	1,707,078	31	Registered
KIBBLES'N BITS'N BEEFY BITS	75/589,317	2,281,798	31	Registered
KIBBLES'N BITS'N BITS'N BITS	437,687	1,294,792	31	Registered
KING KUTS	588,371	1,411,567	31	Registered
KIT-E-RATION	71/246,389	230,270	46	Registered
KOZY KITTEN	72/122,205	730,530	46	Registered
LABOR SAVER	75/123,537	2,201,809	21	Registered
LABOR SAVER	75/498,953	2,229,104	29	Registered
LADY ELBERTA (Stylized)	430,174	380,660	29	Registered
MAKE IT SPECIAL WITH S & W	78/244,425	2,903,932	29	Registered
MEATY BONE	73/296,132	1,208,798	31	Registered
MEATY CHOPS	75/170,414	2,215,073	31	Registered
MISSION BRAND CARMEL MISSION ERECTED 1771 (Design)	75/604,993	2,331,737	29	Registered
MISSION BRAND CARMEL MISSION ERECTED 1771 AND DESIGN	71/040,216	77,291	29	Registered
MODIFIED FORMULA	74/647,400	2,118,683	31	Registered
MORE TASTE. MORE JOY.	78/211,905	2,890,290	31	Registered
MORRIS	72/454,863	976,448	46	Registered
NATURAL NUTRITION THE WAY NATURE INTENDED	76/110,598	2,669,846	05	Registered

NATURE'S GOODNESS & Heart Design	75/941,977		05	Published
NATURE'S RECIPE	78/332,190	2,908,694	031	Registered
NATURE'S RECIPE & TREE DESIGN	73/830,203	1,805,740	31	Registered
NATURE'S RECIPE INNOVATIVE PET FOODS & DESIGN	74/641,139	1,953,199	31	Registered
NAW SOMES!	76/337,617	2,624,741	31	Registered
NAW SOMES! & BRAIDED DOG FOOD DESIGN (Colors Claimed)	78/109,254	2,794,580	31	Registered
NEUTRAL FORMULA	74/647,399	1,986,801	31	Registered
NIBBLES 'N BITS	76/366,979		31	ALLOWED
OLD DEL MONTE SHIELD DESIGN	75/292,718	2,183,042	29	Registered
OPTIMUM NATURE'S RECIPE	75/418,254	2,278,903	31	Registered
OPTIMUM NATURE'S RECIPE & DESIGN	75/442,300	2,282,798	31	Registered
ORANGE CUP	75/410,382	2,243,874	29	Registered
ORCHARD SELECT	74/508,168	1,930,805	29	Registered
PARTY SACK	75/942,106	2,598,773	31	Registered
PEACH CUP	75/272,346	2,171,090	29	Registered
PEAR CUP	75/272,347	2,174,667	29	Registered
PET PRODUCTS LOGO	74/253,492	1,733,415	31	Registered
PETITE CUT	76/261,308	2,670,089	29	Registered
PETUNA (Stylized)	71/699,792	640,441	46	Registered
PIE-PAN (Stylized)	71/093,354	111,706	29	Registered
PINEAPPLE CUP	75/272,550	2,171,091	29	Registered
PIZZA SQUEEZE	73/834,674	1,601,219	30	Registered
POUNCE	72/157,790	756,191	46	Registered
POUNCE	73/838,950	1,603,734	16	Registered
POUNCE BASTE'MMS	75/457,142	2,300,812	31	Registered
POUNCE COMPLETE	76/367,364	2,830,517	31	Registered
POUNCE HAIRBALL TREAT-MENT	75/585,020	2,502,454	15	Registered
POUNCE TREAT-MENT	75/496,571	2,406,831	31	Registered
POUNCE TWOSOMES	75/496,553	2,300,909	31	Registered
PRIME CATCH	73/693,957	1,533,461	29	Registered
PUP-PERONI	613,377	1,436,599	31	Registered
PUPPIZZA (Stylized)	701,750	1,507,431	31	Registered
PURR	76/105,110	2,533,828	31	Registered
PURR 'N SIMPLE	76/366,738	2,631,655	31	Registered
PUSS'N BOOTS	71/356,616	322,305	46	Registered
PUSS'N BOOTS SUPREME	590,265	1,412,552	31	Registered
PUSS'N BOOTS SUPREME & BANNER DESIGN	600,025	1,422,198	31	Registered
QUICK SQUEEZE	78/243,850	2,836,573	30	Registered
READY-CUT	194,107	1,767,553	29	Registered
READY-CUT (Stylized)	73/380,356	1,275,620	29	Registered - Supp. Reg.
RECIPE	72/336,893	904,928	46	Registered
RECIPE	73/074,489	1,051,429	31	Registered
REWARD	72/003,956	639,793	46	Registered

REWARD & DESIGN	73/702,552	1,513,802	31	Registered
REWARDS FOR DOGS	73/086,195	1,060,044	31	Registered
ROYAL PACIFIC (Stylized)	425,536	378,256	29	Registered
RUBIDOUX (Stylized)	224,268	212,264	46	Registered
S & W (Block letters)	74/485,727	1,967,653	29, 30, 32	Registered
S & W (Leaf Design) with Marquee Design	388,927	1,956,708	29, 30, 32	Registered
S & W (Reverse Leaf Design) and Label Design	74/481,016	1,967,649	29	Registered
S & W and Generic Label Design	74/481,018	2,138,087	29, 30, 32	Registered
S & W and Round Label Design	74/373,177	1,810,987	30	Registered
S & W CHILI MAKIN'S	74/648,196	2,022,953	30	Registered
S and W (Thin Design)	71/375,678	338,457	30	Registered
SCAVENGER HUNT	76/366,978	2,762,601	31	Registered
SEA MAGIC	536,232	505,009	46	Registered
SEA SWEET	73/528,405	1,364,787	31	Registered
SEA-PREME	478,635	416,844	46	Registered
SENSITIVE FORMULA	74/647,393	1,986,800	31	Registered
SHIELD DESIGN (logo shield, blank, no color, cls.29,30,31)	75/240,014	2,127,407	29, 30, 31	Registered
SHIELD WITH BOX DESIGN	75/571,946	2,285,492	29, 30, 32	Registered
SILVER BAR (stylized letters)	71/038,262	72,903	29	Registered
SIMPLY HOMEMADE		1,584,921	29	Abandoned
SIMPLY WONDERFUL	76/392,861	2,669,094	29	Registered
SIMPLY WONDERFUL!	74/419,698	1,989,388	30	Abandoned
SKIPPY (Stylized)	71/582,136	541,067	46	Registered
SKIPPY PREMIUM	73/604,829	1,426,759	31	Registered
SLOPPY JOE FIXINS	75/683,443	2,488,443	30	Registered
SMOOTHPULL & DESIGN	76/240,590	2,673,037	06	Registered
SNACK CUPS	74/241,855	1,733,351	29	Registered
SNACK SIZE & SPOON DESIGN	74/729,503	2,064,526	29	Registered
SNAP-E-TOM	73/799,143	1,579,331	32	Registered
SNAP-E-TOM DESIGN (revised man design)	75/165,824	2,095,082	32	Registered
SNAUSAGES	460,814	1,314,902	31	Renewal Pending
SNAUSAGES IN A BLANKET	714,241	1,509,480	31	Registered
SPECIAL CUTS	72/446,736	968,794	46	Registered
STAR KIST	74/228,102	1,710,238	29	Registered
STAR*KIST SELECT	74/214,450	1,727,879	29	Registered
STAR-KIST	72/049,208	678,978	46	Registered
STAR-KIST & WAVE DESIGN	72/098,551	710,683	46	Registered
STAR-KIST (HOLLOW FORM)	431,856	381,518	46	Registered
STAR-KIST (in Hollow Stylized Form)	103,978	717,271	46	Registered
STAR-KIST (in Solid Form)	71/626,565	582,212	46	Registered
STAR-KIST (in Solid Stylized Form)	64,769	686,973	46	Registered
STARKIST LUNCH-TO-GO	75/496,550	2,309,921	29, 30	Registered
STARKIST SEASIDE GOURMET	75/418,253	2,187,961	29	Registered
STARKIST TUNA CREATIONS	78/162,488	2,831,857	29	Registered

STATE FAIR RECIPES	76/168,627		29	Pending Application
SUMMER CRISP	682,515	1,487,667	29	Registered
SUNFRESH (I)	74/529,128	1,990,676	29	Registered
SUNFRESH (II)	74/410,275	2,009,258	29	Registered
SUPER SUPPER	75/371,586	2,187,807	31	Registered
SWEET MAY	619,109	1,438,224	29	Registered
TARTAR CHECK	74/528,371	1,990,674	31	Registered
TENDER CHOPS	618,906	1,547,606	31	Registered
TENDER MEALS	73/587,852	1,537,560	31	Registered
THE CANNED DOG FOOD WITHOUT THE CAN	289,749	875,845	46	Registered
THE FRESHEST IDEAS IN ITALIAN COOKING	75/477,612	2,284,920	29, 30	Registered
THE ORIGINAL NATURE'S RECIPE	75/418,271	2,264,390	31	Registered
THE ORIGINAL NATURE'S RECIPE & DESIGN	75/442,305	2,282,799	31	Registered
THE SECRET'S IN THE GRAVY	76/366,205	2,843,557	31	Registered
TODDLER CUISINE	78/191,108	2,823,232	05	Registered
TO-GO and Design	76/331,448	2,639,215	29	Registered
VERY CHERRY	75/027,931	2,043,076	29	Registered
VERY CHERRY (Stylized)	75/118,978	2,104,942	29	Registered
VETS'	72/281,816	893,811	46	Registered
WESTERN GRILLE	301,339	867,650	46	Registered
YOGURT CUP	73/502,779	1,339,374	29	Registered

SCHEDULE C

COPYRIGHTS

None