

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONOPCO, INC.		10/01/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Pinnacle Foods Group LLC
Street Address:	399 Jefferson Road
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3270774	BALSAMIC BREEZE
Registration Number:	3600338	BOUNTIFULS
Serial Number:	85451301	THE BOLDER THE BETTER
Registration Number:	4350558	
Registration Number:	1616903	WISH-BONE
Registration Number:	1631768	WISH-BONE
Registration Number:	3619699	WISH-BONE
Registration Number:	3600339	WISH-BONE BOUNTIFULS
Registration Number:	3696230	
Registration Number:	1110621	WISH-BONE LIGHT
Registration Number:	3235168	SALAD SPRITZERS
Registration Number:	2688619	
Serial Number:	85939948	WESTERN
Serial Number:	85939945	

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**CORRESPONDENCE DATA**

Fax Number: 2485940610

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2485940600

Email: [tmddocketing@raderfishman.com](mailto:tmddocketing@raderfishman.com)

Correspondent Name: Michael D. Fishman

Address Line 1: 39533 Woodward Avenue

Address Line 2: Suite 140

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	66340-1298
NAME OF SUBMITTER:	Michael D. Fishman
Signature:	/MDF/
Date:	01/21/2014
Total Attachments: 4 source=Conopco assignment#page1.tif source=Conopco assignment#page2.tif source=Conopco assignment#page3.tif source=Conopco assignment#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of October 1, 2013 ("Effective Date"), is entered into by and between CONOPCO, INC., a New York corporation ("Assignor") and PINNACLE FOODS GROUP LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns the trademarks and trademark applications listed in the attached Schedule A, together with the goodwill related to Assignor's business associated therewith (the "Trademarks");

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 11, 2013, between Assignor and Pinnacle Foods Inc., a Delaware corporation ("Parent"), Assignee desires to acquire the Trademarks, and Assignor desires to assign its rights in the Trademarks to Assignee;

WHEREAS, Assignee is a wholly owned subsidiary of Parent, and, pursuant to Section 11.01 of the Asset Purchase Agreement, and that certain Assignment and Assumption Agreement, dated as of September 25, 2013 (the "A&A Agreement"), among Parent, Assignee and Pinnacle Foods Canada Corporation, an Ontario, Canada corporation, Parent has assigned to Assignee its right to purchase all of the Transferred Intellectual Property, Additional Trademarks, and Transferred Technology under the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Assignment is a delivery requirement for Assignor pursuant to Section 2.02(a)(ii) of the Asset Purchase Agreement.

NOW, THEREFORE, for the consideration stated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to the General Intellectual Property Assignment between Assignor and Assignee, dated October 1, 2013, Assignor has assigned, transferred and conveyed unto Assignee, and assigns to Assignee all of Assignor's right, title, and interest in and to, the Trademarks, and the portion of Assignor's business to which the Trademarks pertain and any and all rights to sue and recover and retain damages for any current, past or future infringement thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

CONOPCO, INC.

By: David Schwartz

Name: David Schwartz

Title: Vice President

Executed and accepted by:

ASSIGNEE:

PINNACLE FOODS GROUP LLC

By: \_\_\_\_\_

Name: Craig Steeneck

Title: Executive Vice President and Chief  
Financial Officer

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

CONOPCO, INC.

By: \_\_\_\_\_

Name: David Schwartz

Title: Authorized Signatory

Executed and accepted by:

ASSIGNEE:

PINNACLE FOODS GROUP LLC

By: Craig Stosneck

Name: Craig Stosneck

Title: Executive Vice President and Chief  
Financial Officer

*[Signature Page to Trademark Assignment]*

SCHEDULE A

Trademarks

REG. OWNER	COUNTRY	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Conopco, Inc.	United States of America	BALSAMIC BREEZE	3270774	July 31, 2007
Conopco, Inc.	United States of America	BOUNTIFULS	3600338	March 31, 2009
Conopco, Inc.	United States of America	THE BOLDER THE BETTER	Pending (Application No. 85451301)	
Conopco, Inc.	United States of America	WESTERN (STYLISED)	4350402	Jun. 25, 2013
Conopco, Inc.	United States of America	WESTERN BULL DESIGN	4350558	Jun. 11, 2013
Conopco, Inc.	United States of America	WISH-BONE	1616903	Oct. 9, 1990
Conopco, Inc.	United States of America	WISH-BONE (STYLISED) & DESIGN	1631768	Jan. 15, 1991
Conopco, Inc.	United States of America	WISH-BONE (STYLISED) & DESIGN	3619699	May 12, 2009
Conopco, Inc.	United States of America	WISH-BONE BOUNTIFULS	3600339	Mar. 31, 2009
Conopco, Inc.	United States of America	WISHBONE DESIGN	3696230	Oct. 13, 2009
Conopco, Inc.	United States of America	WISH-BONE LIGHT	1110621	Jan. 2, 1979
Conopco, Inc.	United States of America	SALAD SPRITZERS	3235168	Apr. 24, 2007
Conopco, Inc.	United States of America	BONE DESIGN	2688619	Feb. 18, 2003
Conopco, Inc.	United States of America	WESTERN	Pending (Application No. 85939948)	
Conopco, Inc.	United States of America	WESTERN BULL DESIGN	Pending (Application No. 85939945)	

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