

FORM PTO-1618A
Expires 05/01/98
OMB 0851-0027

07-09-1998

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



100726216

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
- Corporation Association
- Other

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.) *see OK*

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 1725 FRAME: 0939

PTO-1618B
US 08/02/98
1 08/1-977

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

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="75/424754"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Somphong Avakul

April 9, 1998

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT (this "Agreement") is dated as of the 9th day of April, 1998 and is entered into by and between Pacific Premium, Inc., 5950 Centreville Crest Lane, Centreville, VA 20121, a Delaware corporation (hereinafter referred to as "PPI"), and Mitsui Foods, Inc., 35 Maple Street, Norwood, New Jersey 07648, a New Jersey corporation (hereinafter referred to as "MFI").

WHEREAS, PPI is the owner of the Trademark "Pacific Premium" (hereinafter referred to as the "Trademark");

WHEREAS, the Trademark is the subject of pending Application Serial Number 75/424,754, filed in the United States Patent and Trademark Office on February 3, 1998 (the "Application");

WHEREAS, PPI wishes to assign all of its right, title and interest in the Trademark to MFI, and MFI wishes to accept such assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and such other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Trademark.** PPI hereby grants and assigns to MFI any and all right, title and interest throughout the world held by PPI in and to the Trademark, including without limitation all common law rights, the Application, any registration resulting from the Application, the goodwill of the business associated with the Trademark, as well as the right to sue for the past infringement thereof.

2. **Acceptance of Assignment.** MFI hereby accepts PPI's grant and assignment as set forth in Paragraph 1 of this Agreement.

3. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith. No modifications or amendments to this Agreement shall be valid unless in writing and signed by all the parties hereto.

4. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

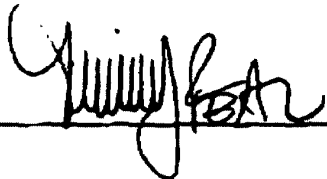
5. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey.

6. Arbitration. Any controversy, claim or dispute between the parties concerning this Agreement shall be submitted to arbitration in New York, New York. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and shall proceed in accordance with the laws of the State of New Jersey.

7. Further Assurances. The parties agree to execute such other documents and to perform such acts as are appropriate to carry out and effectuate the terms, provisions and objectives of this Agreement.

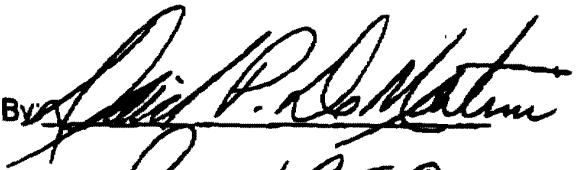
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PACIFIC PREMIUM, INC. ("PPI")

By: 

TITLE: LEGAL REPRESENTATIVE

MITSUI FOODS, INC. ("MFI")

By: 

TITLE: Pres. & CEO.