

06-02-1998

FORM 1595



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100725775

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MRD 5-21-98

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

1. Name of conveying party(ies):

Good Source, Inc.

- Individual Association
- General Partnership Limited Partnership
- Corporation-State California
- Other _____

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

2. Name and address of receiving party(ies):

Name FDS Company, LLC

Internal Address: Suite 225

Street Address: 6155 Cornerstone Court East

City San Diego

State CA ZIP 92121

- Individual (s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporate-State _____
- Other Limited Liability Company (California)

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

Additional name(s) & addresses(es) attached?

Yes No

3. Name of Conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: April 1, 1998

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

A. Trademark Application No.(s)

74/494,561

B. Trademark Registration No.(s)

1,661,041

1,395,332

1,946,275

Additional numbers attached? Yes No

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

Name: Raymond A. Kurz, Esq.

Internal Address: Rothwell, Figg, Ernst & Kurz

Street Address: 555 13th Street, NW, Suite 701 East

City: Washington

State: D.C. Zip 20004

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): . . . \$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

Attach duplicate copy of this page if paying by deposit account

DO NOT USE THIS SPACE

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01 FC:481 40.00 DP

02 FC:482 75.00 DP

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.

Raymond A. Kurz
Name of Person Signing

Signature

5/21/98
Date

Date

Total number of pages including cover sheet, attachments and documents: 3

SCHEDULE A

Trademarks				
Trademark	Number	Date	First Use	Goods
Good Source	1,661,041	6/4/90	1/22/90	Buyer services for nonprofit organizations and institutions in the field of food products, toiletries, agricultural and construction materials and automotive parts.
Stuff of Life	1,395,332	7/22/85	5/85	Mail order services for a variety of goods
Good Blossom	1,946,275	2/25/94	7/25/94	Fruits and vegetables, frozen and canned
Good Ranch	74/494,561	2/25/94	N/A	Canned and frozen food items, namely entrees consisting primarily of beef, pork and chicken

ASSIGNMENT OF TRADEMARKS

WHEREAS, Good Source, Inc., a California corporation with an address at 6155 Cornerstone Court East, Suite 225, San Diego, California, 92121 ("Assignor"), has adopted and used in its business the trademark registrations and application listed in Schedule A attached hereto and made a part hereof, which are filed or pending with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, FDS Company, I.L.C, a California limited liability company with an address at 6155 Cornerstone Court East, Suite 225, San Diego, California, 92121 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee, its successors and assigns all of its right, title, and interest throughout the world in and to the Trademarks, and further, all of Assignor's rights and privileges pertaining to the Trademarks including without limitation the right, if any, to sue or bring other actions for past, present and future infringement thereof and the goodwill of the business to which the Trademarks relate. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for trademarks or other forms of protection and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization. Assignor hereby represents and agrees that, there exists no lien, security interest, restriction, claim or encumbrance in connection with the Trademarks, and that it has full power and authority to enter into and perform this Assignment. Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Trademarks and any other rights granted herein.

IN WITNESS WHEREOF, Assignor has executed this assignment on this 1st day of April, 1998.

"ASSIGNOR"

GOOD SOURCE, INC.
a California corporation

By: Robert Salkin
Name: Robert Salkin
Title: President

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