

sb settings



To the Honorable Commissioner of Patents

100719409

original documents or copy thereof.

Name of conveying party(ies): Resubmission NAD  
5-26-98

Delbert C. Bland

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

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

Nature of conveyance:

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

Execution Date: Feb. 27, 1998

2. Name and address of receiving party(ies)

Name: Bank of Milan

Internal Address:

Street Address: 1 Mount Zion St.

City: Milan State: GA ZIP: 31060

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit "A"

Additional numbers attached?  Yes  No

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

Name: Reid H. Harbin of Lawson, Davis, and Pickren

Internal Address: 285 Peachtree Center Ave.  
Suite 2500

Street Address: Same as Above

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$365.00 already paid and check has posted

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Reid H. Harbin  
Name of Person Signing

Reid H. Harbin  
Signature

2/29/98  
Date

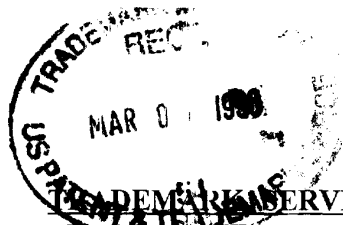
Total number of pages including cover sheet, attachments, and document: 14

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

**EXHIBIT "A"**

<u>Trademark/Service Mark/Mark</u>	<u>Serial No.</u>
Bland Farms	74-211,200
Look for Landis He Knows His Onions	74-211,199
Bland Farms	74-211,197
Bits	75-177,330
OOOO's	74-587,908
They Only Make You Cry When They're Gone	1,635,641
Sweet Vidalia Carrots	75/366484
Vidalia Hash Browns	Applied For
Baby Vidalias	74/211196
Bits (Stylized)	74/696503
Vidalia Smokes	75/208768
Puppies	75/208892
Vidalia Sweets	75/236615
Bites	75/266092





TRADEMARK, SERVICEMARK, MARK AND  
TRADE NAME COLLATERAL ASSIGNMENT  
(SECURITY DOCUMENT)

WHEREAS, DELBERT C. BLAND, whose address is Route One, Box 500, Reidsville, Georgia 30453 (hereinafter referred to as "Assignor"), has acquired, adopted and used, and is using, the Trademarks, Servicemarks, Marks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, Assignor and BANK OF MILAN, having a business address of 1 Mount Zion Street, Milan, Georgia 31060 (hereinafter referred to as "Assignee"), have entered into a Term Loan Agreement and Security Agreement (herein collectively referred to as the "Loan Agreement") of even date herewith, by which Assignee has acquired security interests in said Trademarks, Servicemarks, Marks and Trade Names and the applications or registrations thereof:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey to Assignee all rights, titles and interests in and to the said Trademarks, Servicemarks, Marks and Trade Names, together with the goodwill of the business symbolized by the trademarks, servicemarks, marks and trade names, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

- (a) that Assignor is the sole and exclusive owner of the Trademarks, Servicemarks, Marks and Trade Names and all rights comprised in the trademarks, servicemarks, marks and trade names and has the full authority to make this assignment;
- (b) that the Trademarks, Servicemarks, Marks and Trade Names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrance;
- (c) that the validity of the Trademarks, Servicemarks, Marks and Trade Names has never been questioned; and
- (d) that the Trademarks, Servicemarks, Marks and Trade Names and all rights comprised in the trademarks, servicemarks, marks and trade names shall not be licensed or assigned in any manner without prior permission from Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark, Servicemark, Mark and Trade Name Collateral Assignment as of this 27<sup>th</sup> day of FEBRUARY, 1998.

[SIGNATURE PAGE FOLLOWS]

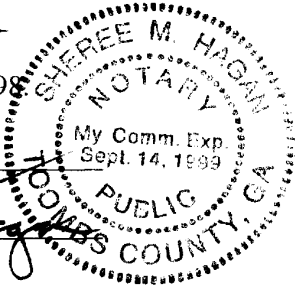


Sworn to and subscribed  
before me this 27 day  
of February, 1998.

*[Signature]*

Witness

Notary Public



*[Signature]*  
\_\_\_\_\_  
DELBERT C. BLAND

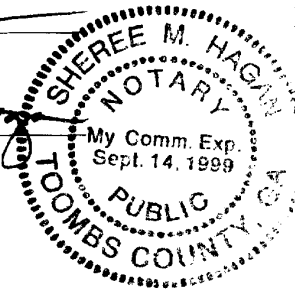
ACCEPTED in Reidsville, Georgia, as of the date hereof.

Sworn to and subscribed  
before me this 27 day  
of Feb., 1998.

*[Signature]*

Witness

Notary Public



BANK OF MILAN

BY:

*[Signature]*  
\_\_\_\_\_  
J. PRESTON MARTIN

TITLE: President

