

5-2298

06-10-1998

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commiss

100734167

ed original documents or copy thereof.

1. Name of conveying party(ies):

Texxstar Resources (USA), Inc.

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

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

Name: Harling Food Products Group, Inc.

Internal Address:

Street Address: 1 Chisholm Trail
P.O. Box 160

City: Buda State: Texas Zip: 78610-160

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 15, 1998

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

If this document is being filed together with a new application, the execution date of the application is: Oct. 21, 1997

A. Trademark Application No.(s)

74/648,750 and 75/350,266

B. Trademark No.(s)

1,465,708; 1,458,599; 1,458,598; 1,456,732;
1,511,916; 1,526,014; 1,594,477; 1,568,682;
1,707,023; 1,607,552; see attachment

Additional numbers attached? Yes No

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

Name: Michael Caywood

Internal Address: Locke Purnell Rain Harrell

Street Address: 100 Congress Avenue
Suite 300

City: Austin State: Texas Zip: 78701

6. Total number of applications and trademarks involved: 43

7. Total fee (37 CFR 3.41) \$1090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1781

(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.

Michael Caywood

Name of Person Signing

Michael Caywood
Signature

May 19, 1998
Date

Total number of pages including cover sheet, attachments, and document: 10

E:\CORP\3973465310\PTO\27800.WPD

06/10/1998 JSHADAZZ 00000157 121781 74648750

01 FC:481 40.00 CH
02 FC:482 1050.00 CH

TRADEMARK
REEL: 1738 FRAME: 0478

ATTACHMENT

4.B. (continued)

1,435,851; 1,590,098; 1,589,201; 1,594,468; 1,626,180; 1,642,193; 1,659,914; 1,647,596;
1,646,199; 1,661,001; 1,660,977; 1,684,576; 1,675,992; 1,683,122; 1,697,870; 1,703,533;
1,700,718; 1,755,595; 1,840,749; 1,896,361; 1,843,097; 1,888,695; 1,862,674; 1,888,694;
1,915,258; 1,922,295; 2,095,049; 2,089,153; 1,606,558; 1,641,440; and 1,640,688

TRADEMARK ASSIGNMENT

WHEREAS, HAMLIN FOOD PRODUCTS GROUP, INC., a Texas corporation (the "Buyer"), and AMIGOS FIRST PARTNERS, L.P., a Texas limited partnership ("Amigos"), TEXXSTAR RESOURCES (USA), INC., a Texas corporation ("Texxstar"), and VAQUEROS EMPRESAS, INC., a Texas corporation ("Vaqueros") (Amigos, Texxstar, and Vaqueros are collectively called the "Seller"), and LISA JARDINE and DAN JARDINE (Lisa Jardine and Dan Jardine are collectively called the "Shareholders") entered into an Asset Purchase Agreement effective as of April 7, 1998 relating to the purchase by Buyer from Seller of the businesses, operations, assets and goodwill associated with the businesses of Seller as is provided in the Asset Purchase Agreement;

WHEREAS, Texxstar has adopted and used the trademarks and service marks in association with the sale of its goods which marks Texxstar either has applied to federally register or for which marks it owns the registrations on the Principal Register of the United States Patent and Trademark Office as identified and listed in Schedule A (said marks being hereinafter referred to as the "Marks") for the goods and/or services identified therein;

WHEREAS, Buyer desires to acquire the Marks, including the applications and registrations listed in Schedule A and the associated goodwill that Seller may own;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, quitclaim, transfer, set over and convey to Buyer any and all of Seller's rights, title and interest in and to each of the Marks and all goodwill associated with the businesses symbolized by the Marks, as well as any pending applications or issued registrations thereof as listed in Schedule A.

Seller covenants that it has the right to convey any and all of its rights that existed on April 7, 1998, whatever they may be, in and to the Marks described herein and that it has not executed, and will not execute, any agreement in conflict herewith.

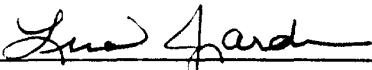
Seller agrees to promptly prepare, execute, and deliver to Buyer or its legal representatives any and all papers, instruments or affidavits which may be necessary or useful to cause and permit Buyer to effect the terms of this Assignment.

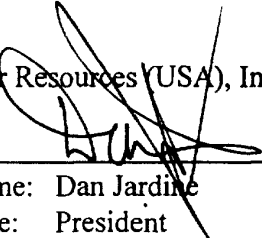
IN WITNESS WHEREOF, the parties have duly executed this Assignment on this 15 day of May, 1998.

SELLER:


Amigos First Partners, L.P.

By: Vaqueros Empresas, Inc., General Partner

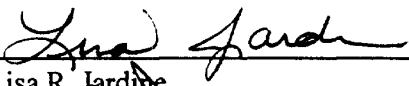
By: 
Name: Lisa R. Jardine
Title: President

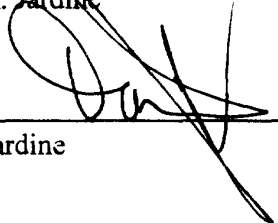
Texxstar Resources (USA), Inc.
By: 
Name: Dan Jardine
Title: President

Vaqueros Empresas, Inc.,

By: 
Name: Lisa R. Jardine
Title: President

SHAREHOLDERS:


Lisa R. Jardine


Dan Jardine

BUYER:

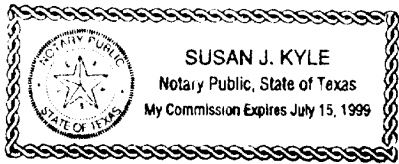
Hamlin Food Products Group, Inc.

By Newt F. Hamlin
Name: Newt Hamlin
Title: President and Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment was acknowledged before me on May 15, 1998 by Lisa R. Jardine, President of Vaqueros Empresas, Inc., a Texas corporation, on behalf of said corporation, the General Partner of Amigos First Partners, L.P.



Susan J. Kyle
Notary Public, State of Texas

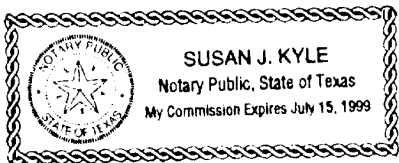
Susan J. Kyle
(printed name)

My commission expires:
7-15-99.

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment was acknowledged before me on May 15, 1998, by Dan Jardine, President of Texxstar Resources (USA), Inc., a Texas corporation, on behalf of said corporation.



Susan J. Kyle
Notary Public, State of Texas

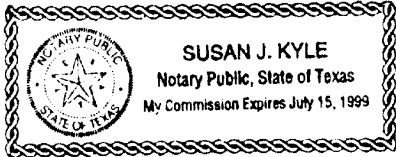
Susan J. Kyle
(printed name)

My commission expires:
7-15-99.

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment was acknowledged before me on May 15, 1998 by Lisa R. Jardine, President of Vaqueros Empresas, Inc., a Texas corporation, on behalf of said corporation.



Susan J. Kyle
Notary Public, State of Texas
Susan J. Kyle
(printed name)

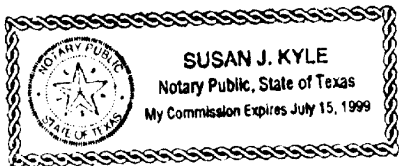
My commission expires:

7-15-99

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment was acknowledged before me on May 15, 1998 by Lisa R. Jardine,



Susan J. Kyle
Notary Public, State of Texas
Susan J. Kyle
(printed name)

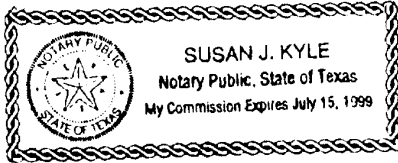
My commission expires:

7-15-99

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment was acknowledged before me on May 15, 1998 by Dan Jardine.



Susan J. Kyle
Notary Public, State of Texas
Susan J. Kyle
(printed name)

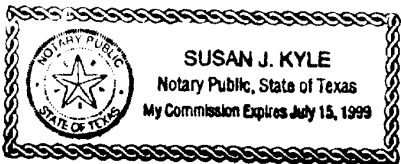
My commission expires:

7-15-99

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment was acknowledged before me on May 15th 1998 by Newt Hamlin, President and Chief Executive Officer of Hamlin Food Products Group, Inc., a Texas corporation, on behalf of said corporation.



Susan J. Kyle
Notary Public, State of Texas
Susan J. Kyle
(printed name)

My commission expires:

7-15-99

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE
DL JARDINE'S	1,465,708	11/17/87
D.L. JARDINE'S	1,458,599	09/22/87
SHOTGUN WILLIE'S	1,458,598	09/22/87
TEXACANTE	1,456,732	09/08/87
LISA JARDINE'S	1,511,916	11/08/88
TEXAS CHAMPAGNE	1,526,014	02/21/89
TEXAS RED SNAPPER	1,594,477	05/01/90
KICKER	1,568,682	11/28/89
TEXACALI	1,707,023	08/11/92
TEXAS CAVIAR	1,607,552	07/24/90
D.L. JARDINE'S and Design	1,435,851	04/07/87
THE CISCO KID'S	1,590,098	04/03/90
KILLER	1,589,201	03/27/90
BUCKSHOT	1,594,468	05/01/90
PRAIRIE PEACH	1,626,180	12/04/90
QUESO LOCO	1,642,193	04/23/91
JAILHOUSE CAVIAR	1,659,914	10/08/91
TEXARITA	1,647,596	06/11/91
5-STAR	1,646,199	05/28/91
TEXAPENO	1,661,001	10/15/91
SANTONIO HOTS	1,660,977	10/15/91
Design of Chuckwagon	1,684,576	04/28/92
Design of Chuckwagon	1,675,992	02/18/92
KICK'M-UP	1,683,122	04/14/92

MARK	REGISTRATION NO.	REGISTRATION DATE
PISTOL PACKIN'	1,697,870	06/30/92
PINTO LOCO	1,703,533	07/28/92
TEXASALSA	1,700,718	07/14/92
SONTAVA!	1,755,595	03/02/93
BLAZIN' SADDLE	1,840,749	06/21/94
HOTLANTA	1,896,361	05/30/95
CHIK'N LIK'N	1,843,097	07/05/94
BUNKHOUSE	1,888,695	04/11/95
CAMPFIRE	1,862,674	11/15/94
TRAILRIDERS	1,888,694	04/11/95
7J RANCH	1,915,258	08/29/95
ALL 'ROUND	1,922,295	09/26/95
GRENADE	2,095,049	09/09/97
DIXIE DAN'S	2,089,153	08/19/97
JUMP BACK JACK	1,606,558	07/17/90
RANGER LUKES	1,641,440	04/16/91
BLACKJACK	1,640,688	04/09/91

TRADEMARK APPLICATIONS

MARK	APPLICATION SERIAL NO.	FILING DATE
BECAUSE SOME DAYS SHOULD BE BETTER THAN OTHERS	74/648,750	03/20/95
ORANGE ZEST	75/350,266	09/02/97