

07-16-1998

08-13-1998

DEPARTMENT OF COMMERCE
and Trademark Office

FORM PTO-1594

MRD 7-16-98

RECORDATION F
TRADEMARK 100755211

Docket No. 05241.0105

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

1. Name(s) of conveying party(ies):

Jass Meat Products Company, L.L.C.

- Individual(s)
- General Partnership
- Corporation

- Association
- Limited Partnership

Other: _____

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

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

Name: Castleberry's Food Company

Address: 1621 Fifteenth Street

Augusta, GA 30901

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation of the State of Delaware
- Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: Corrective filing. Prior recordal is a "License" and not an "Assignment"

ON REEL 1476 FRAME 0278

Execution Date: February 20, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Paramount - Reg. No. 1,403,303
Paramount - Reg No. 556,632

Additional numbers attached? Yes No

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

Name: Mark S. Sommers, Esq.

Address: Finnegan, Henderson, Farabow,

Garrett & Dunner, L.L.P.

1300 I Street, N.W.

Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

06-0916

DO NOT USE THIS SPACE

**65E
NOSPCC
Fee**

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.

Mark S. Sommers, Esq.
Name of Person Signing

Mark S. Sommers
Signature

July 16, 1998
Date

Total number of pages including cover sheet, attachments, and document: 4

07/24/1998 SSMITH 00000159 1403303

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 1756 FRAME: 0100

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07-01-1996

COVER RECEIVED
DEPARTMENT OF COMMERCE
Patent and Trademark Office
JUN 27 1996

Tab settings



To the Honorable Comr

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record the ~~PROCEEDINGS~~ or copy thereof.

1. Name of conveying party(ies):

Jass Meat Products Company, LLC

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Castleberry's Food Company

Internal Address: P. O. Box 1010 (30903-1010)

Street Address: 1621 15th Street

City: Augusta State: GA ZIP: 30901

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Paramount 1,403,303 July 29, 1986

Paramount 556,632 March 25, 1952

Additional numbers attached? Yes No

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

Name: Robert A. Mullins

Internal Address: Hull, Towill, Norman & Barrett

P.O. Box 1564, Augusta, GA 30903

Street Address: 801 Broad Street, Suite 700,

City: Augusta State: GA ZIP: 30901

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

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

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.

Robert A. Mullins
Name of Person Signing

Signature

JUNE 25 1996
Date

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

Mail documents to be recorded with requ'
Commissioner of Patents & Trade
Washington, D.C.

71-78-9-21-41

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into on this 20th day of February, 1996, by and among (i) JASS MEAT PRODUCTS COMPANY, LLC, a Kentucky limited liability company ("JASS"), (ii) CASTLEBERRY'S FOOD COMPANY, a Georgia corporation ("Castleberry's"), and (iii) DEAN PICKLE AND SPECIALTY PRODUCTS COMPANY, a Wisconsin corporation ("Dean Pickle").

P R E L I M I N A R Y S T A T E M E N T:

A. Pursuant to that certain Trademark License Agreement dated December 18, 1995, between Dean Pickle and JASS (the "Trademark License Agreement"), Dean Pickle has granted to JASS an exclusive royalty-free license to use, solely in connection with the sale of chili, tamales, other canned meat products and canned meat or bean based canned hot dog chili sauces (the "Products"), the following trademarks which are registered in the United States Patent and Trademark Office (collectively, the "Marks"):

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Paramount	1,403,303	July 29, 1986
Paramount	556,632	March 25, 1952

B. Pursuant to the Trademark License Agreement, JASS has the right to assign all of its rights, titles and interests in and to the Trademark License Agreement and the Marks to Castleberry.

C. Pursuant to that certain Asset Purchase Agreement dated January 31, 1996, as amended pursuant to that certain First Amendment to Asset Purchase Agreement dated February 13, 1996, each between JASS and Castleberry's, in its capacity as the assignee and successor-in-interest to Castleberry/Snow's Brands, Inc. (collectively, the "Asset Purchase Agreement"), JASS has agreed to sell all of its assets related to the processing, marketing and sale of the Products to Castleberry's upon the terms and conditions set forth therein.

D. JASS now desires to assign all of its rights, titles and interests in and to the Trademark License Agreement and the Marks to Castleberry's in furtherance of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. JASS hereby assigns to Castleberry's, without recourse to JASS, all of the rights, titles and interests of JASS in and to the Trademark License Agreement and the Marks. Castleberry's hereby accepts the foregoing assignment of all rights, titles and interests of JASS in and to the Trademark License Agreement and the

Marks, and Castleberry's hereby assumes and agrees to perform when due all obligations of the "LICENSEE" under the Trademark License Agreement arising or accruing from and after the date of this Trademark Assignment and Assumption Agreement. Castleberry's hereby agrees to indemnify, defend and save JASS harmless from and against all claims, suits, losses, damages and expenses, including, without limitation, reasonable attorneys' fees, that JASS may suffer, sustain, incur or become subject to at any time or from time to time as a result of any claims or causes of action asserted against JASS with respect to the Trademark License Agreement and/or the Marks from and after the date of this Trademark Assignment and Assumption Agreement

2. Dean Pickle hereby consents to the assignment by JASS of all of its rights, titles and interests in and to the Trademark License Agreement and the Marks to Castleberry's, and Dean Pickle hereby releases JASS from all obligations and liabilities under the Trademark License Agreement and with respect to the Marks from and after the date of this Trademark Assignment and Assumption Agreement. Dean Pickle hereby acknowledges and agrees that the Products may hereafter be manufactured at any facility now or hereafter owned or leased by Castleberry's or any of its affiliates, as such term is defined below. Dean Pickle further consents to any future assignment by Castleberry's of its entire rights, titles and interests in and to the Trademark License Agreement and the Marks to any affiliate of Castleberry's. For purposes of this Trademark Assignment and Assumption Agreement, the term "affiliate" shall mean any person or entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Castleberry's.

3. This Trademark Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4. This Trademark Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties hereto, each through its duly authorized representative, have executed and delivered this Trademark Assignment and Assumption Agreement as of the day and year first above written.

JASS MEAT PRODUCTS COMPANY, LLC

By: 
Stuart J. Frankenthal, Manager

("JASS")

CASTLEBERRY'S FOOD COMPANY

By: 

Robert P. Kirby, Chairman and
Chief Executive Officer

("Castleberry's")

DEAN PICKLE AND SPECIALTY
PRODUCTS COMPANY

By: 

Title: Vice President

("Dean Pickle")

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