

MRD 17-19-98

To the Honorable Commission

Trademark

Transmit the attached original documents or copy thereof.

1. Name of conveying party(ies):

George Mac Western Specialty, Inc.

10-20-1998

- Individual(s)
- General Partnership
- Corporation-State of Utah
- Other



100901788

Additional name(s) of conveying party(ies) attached?

- Yes
- No

3. Nature of conveyance:

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

Execution Date: February 12, 1998

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

Idaho Potato Commission

Internal Address:

Street Address: 599 West Bannock.

City: Boise State: Idaho ZIP: 83701

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Idaho
- 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 registration number(s):

A. Trademark Application No.(s)

(75/185,408) FAMOUS 4 IDAHO POTATOES (AND DESIGN)

75,185,408

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Joan L. Long

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0019

(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.

Joan L. Long Name of Person Signing

[Signature]

Signature

September 4, 1998 Date

Total number of pages comprising cover sheet: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

XPRESS MAIL CERTIFICATE

Express Mail label number: EL009752254US

Date of Deposit: September 4, 1998

I hereby certify that the attached document is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Christopher Dore
(Typed or printed name of
person mailing paper or fee)

Christopher Dore
(Signature of person mailing
paper or fee)

ASSIGNMENT

WHEREAS, GEORGE MAC WESTERN SPECIALTY, INC. (hereinafter referred to as "ASSIGNOR"), being a corporation duly organized and existing under the laws of the State of Utah and having a principal place of business at 3777 South 500 West, Salt Lake City, Utah 84115, has adopted, used, and is using, and is the owner of certain right, title, and interest in and to the trademark FAMOUS 4 IDAHO POTATOES & Design (hereinafter referred to as the "Mark"), which is approved for registration in the United States Patent and Trademark Office as a result of application serial No. 75/185,408, having a filing date of October 22, 1996 (hereinafter referred to as the "application "); and

WHEREAS, IDAHO POTATO COMMISSION (hereinafter referred to as "ASSIGNEE"), a self-governing agency of the State of Idaho duly organized and existing under the laws of the State of Idaho, having a principal business address at 599 West Bannock, Boise, Idaho 83701, is desirous of acquiring all right, title, and interest in and to the Mark held by ASSIGNOR, and the above-identified application;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the ASSIGNOR by the ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE any and all right, title, and interest which it may hold in and to the Mark and in the above-identified application, and any registration issuing therefor, together with the goodwill of the business symbolized by and associated with the Mark.

The ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all certificates of registration of the Mark to the ASSIGNEE as the

owner of the entire interest of said Mark, for the sole use and behoof of the said ASSIGNEE, its successors, assigns and legal representatives.

The parties hereto have agreed that ASSIGNEE shall grant to ASSIGNOR a royalty-free perpetual license in the Mark, the application and any registration granted therefor in exchange for the present Assignment. Accordingly, the aforementioned license is a condition of this Assignment, and this Assignment shall therefore irrevocably expire in fifteen (15) days from the execution date of this Assignment set forth below if said license is not made within said fifteen (15) days.

This Assignment and Agreement shall be binding upon any and all successors of the ASSIGNOR.

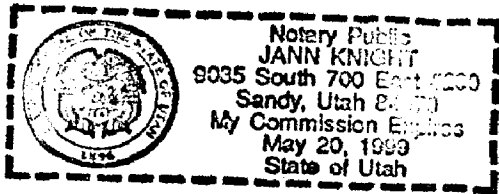
GEORGE MAC WESTERN SPECIALTY, INC.

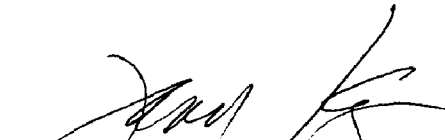


By: Charles D. Thomas
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 12th day of February, 1998, before me personally appeared Charles D. Thomas, known to me to be the person described and who signed the foregoing Assignment in my presence, and acknowledge under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed, on behalf of the identified corporation with authority to do so, for the purposes set forth therein.




NOTARY PUBLIC
Residing at Sandy, Utah

My Commission Expires:

5-20-99

TRADEMARK LICENSE AGREEMENT

(ALL-PURPOSE)

THIS AGREEMENT, made this 17th day of February 1998, and between the IDAHO POTATO COMMISSION, a statutory Commission of the State of Idaho, Boise, Idaho, hereinafter called "Licensor," and GREAT MOUNTAIN WEST SUPPLY, hereinafter called "Licensee."

WITNESSETH:

WHEREAS Licensor has established as trademarks, and Licensee desires to use under the terms herein the following, (hereinafter referred to as "the marks"):

- _____ FAMOUS 4 IDAHO POTATOES
- _____ FAMOUS POTATOES™
- _____ FAMOUS IDAHO POTATOES™
- _____ WORLD FAMOUS POTATOES™
- _____ FAMOUS "GROWN IN IDAHO" POTATOES™
- _____ IF IT'S NOT FROM IDAHO, IT'S JUST A SPUD™
- _____ IF IT'S NOT FROM IDAHO, YOU JUST DON'T KNOW™
- _____ IDAHO, THE FIRST NAME IN POTATOES™
- _____ AMERICA'S FINEST POTATO™
- _____ GENUINE IDAHO™
- _____ HOT FROM IDAHO™
- _____ FEBRUARY IS and POTATO LOVER'S MONTH LOGO™
- _____ GREAT BAKED, MASHED OR FRIED!™
- _____ IDAHO POTATO MEAL SOLUTIONS™
- _____ ALL-PURPOSE IDAHO POTATOES™
- _____ OTHER

(exact reproductions of which are attached hereto as Exhibit 1) and

Licensor has been assigned the trademark "Famous 4 Idaho Potatoes" and design, Serial No. 75/185,408 and desires to grant Licensee the exclusive right to use said design mark subject to the terms and conditions of this license;

WHEREAS Licensor has established its usage of these trademarks in classes 8, 9, 16, 21, 25, 28, & 35;

WHEREAS, Licensee is a vendor of Souvenir items and desires

permission to use the marks and materials in connection with postcards, pictorials, souvenirs, glassware, cups, ceramics, soft goods, headwear, keychains, lapel pins, magnets, and other souvenir promotional items.

NOW THEREFORE, In consideration of the mutual covenants and agreements to be kept and performed as hereinafter recited, it is agreed as follows:

1. The term of this agreement shall be from February 17, 1998 to December 31, 2002, subject to automatic renewal for successive five (5) year terms unless terminated because of a breach of this agreement.

2. A) Licensor, subject to the terms and conditions herein stated, hereby grants to Licensee a nonexclusive right to use and reproduce the marks (other than "Famous 4 Idaho Potatoes") and materials for the following use(s) and for no other uses: postcards, glasses, cups and other souvenir and promotional items.

B) The annual fee for the use of Licensor's marks specified above is \$300. However, the annual fee is waived as long as 2 (D) is complied with.

C) Subject to a reservation of right for direct use by Licensor, Licensor, subject to the terms and conditions herein stated, hereby grants to Licensee the exclusive right to use and reproduce the design mark "Famous 4 Idaho Potatoes" Serial No. 75/185,408 for the following uses and for no other uses, unless approved by Licensor to be applied to: postcards, pictorials, souvenirs, glassware, cups, ceramics, soft goods, headwear, keychains, lapel pins, magnets, and other souvenir promotional items.

D) The use of all of the marks licensed herein shall be without any license or royalty fee for the term of this agreement and the renewal thereof, provided that Licensee, for each annual period, produces not less than \$3,000 (Three Thousand Dollars) worth of materials bearing one or more of the marks.

3. A) To insure compliance with the terms of this agreement, Licensee agrees to deliver an annual compliance report to Licensor on or before January 31, of each year, commencing in 1999.

B) Licensee agrees that Licensor's authorized representatives may audit and inspect the relevant records of the Licensee's facilities and audit and inspect Licensee's relevant operations at any reasonable time, and upon reasonable notice to determine compliance with the terms of this agreement. Licensor may obtain representative samples if necessary. Licensee represents that the only uses which it will make of Licensor's marks and materials are set forth in this agreement.

4. Before Licensee commences any new use of the marks and materials, it shall send a representative sample or corresponding artwork of each such use to Licensor so Licensor can determine whether the marks and materials are being used in a manner that complies with this agreement. In addition, a copy of all documents that advertise or promote in any way the Licensee's use of the products must be forwarded to Licensor prior to use by Licensee, so Licensor can determine whether the marks and materials are being used in a manner that complies with this agreement. Licensor agrees that consent shall not be unreasonably withheld, and acknowledges approval of all product previously supplied on Exhibit 2 attached hereto. In the event that Licensor does not respond within twenty-one (21) days of receipt of samples, Licensor shall be deemed to have provided its consent under this provision.

5. This agreement may be terminated by the Licensee on thirty (30) days' written notice, provided Licensee is not in default under this agreement and the supply of product bearing the marks and materials will be exhausted during the next one hundred eighty (180) day period of time. This agreement may be terminated by the Licensor by Licensor giving Licensee written notice of default of material provisions of this agreement which Licensee fails to cease within 90 days of notice. Licensor may then give Licensee formal notice of termination to have occurred upon mailing of such confirmation notice by Licensee. Upon termination for cause, then all rights and privileges herein granted to Licensee shall cease and terminate, and Licensee shall immediately cease the use of the marks and materials in any manner whatsoever except as otherwise stated in paragraph 6. It is expressly provided, however, that any cause of action for infringement of the marks and materials or for violation of this agreement that Licensor or Licensee may have against each other shall survive the termination of this agreement.

6. The parties expressly agree that Licensee shall not have any right, title or interest in the marks and materials described herein except only the right to use such marks in connection with the activities of Licensee described herein. Nothing contained in this agreement shall be construed to grant or assign to Licensee any additional right, title or interest in such marks and materials except such limited right to use such marks.

7. No failure of Licensor to exercise any power given to it hereunder or to insist upon strict compliance by Licensee with any obligation hereunder shall constitute a waiver of Licensor's rights to demand exact compliance with the terms hereon.

8. Licensee agrees that the marks and materials are valid, registerable marks, owned by Licensor and that Licensor has the sole right, subject to such licenses as may have been granted, to control the use of such marks, and materials.

9. Licensor agrees that the prior uses of the marks by Licensee prior to execution of this agreement is ratified by the Licensor and shall not be the basis for the bringing of any cause of action against Licensee at any time.

10. Licensee hereby agrees to indemnify and hold Licensor harmless against any losses incurred through claims of third persons against the Licensee involving the manufacturing, processing or sale of the Licensee's goods. Licensee further agrees to indemnify and hold Licensor harmless against any cost or damages that may be imposed on the Licensor as a result of any proceedings instituted by any third party against Licensor arising out of any activities of Licensee pursuant to this agreement.

11. Licensee will keep the records necessary to show compliance with this agreement, comply with the audits and inspections requested by Licensor.

IN WITNESS WHEREOF, the parties have executed the foregoing contract this 18th day of February, 1998.

GREAT MOUNTAIN WEST SUPPLY
By *Charles D. Thomas*
Printed Name of Signatory

IDAHO POTATO COMMISSION
By *[Signature]*
Name

Charles D. Thomas
Printed Title
President

P O Box 1068
Boise, ID 83701

3777 So. 500 W
Address *BLC UT 84115*

GREAT MOUNTAIN WEST INDEX

1. P-O-T-A-T-O C-O-O-K-I-N-G Recipes identifying necessary changes (see below *)
2. "Idaho Potato Family" Mug
3. Idaho Recreation Mug
4. Idaho "Famous for Potatoes" shot glass
5. "I was mashed, hashed, etc. in Idaho" shot glass
6. "Idaho Wilderness" shot glass
7. "Idaho Potato Family" souvenir pin
8. Idaho Potato souvenir magnet
9. "Big Potato Country and Kathryn Albertson Park" key chains
10. "Idaho Potato Family" decals
11. "Idaho Potato Family" souvenir patch
12. "Famous Idaho Potatoes" souvenir patch
13. "Idaho is Big Potato Country" bumper sticker
14. Potato shaped postcards:

a) State of Idaho	i) Potato-Xing
b) Couch Potato	j) Potato Salad Receipte*
c) Winter in Idaho	k) Cheese and Bacon Potato Bake Receipte*
d) Idaho famous 4 new potatoes	l) Potato Cheese Soup Receipte*
e) Potato Farmer	m) Puff Potato Rounds Receipte*
f) Idaho Potato Storage	
g) Idaho Famous 4 Potatoes	
h) Idaho Potato (with loader)	
15. Square picture postcards:

a) University of Idaho	b) Idaho State	c) Idaho is Big potato country
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* Indicates agreed to changes being made when reprinted next