

02-11-1999

Docket No.:

SFI08/00001



100904439

Tab settings → → →

*MRA*  
*01/27/99*

To the Honorable Commissioner of Patents and Trademarks, I have received the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Stellar Foods (USA), Inc.**

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

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

3. Nature of conveyance:

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

Execution Date: **May 15, 1997**

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

Name: **EDMARK Corporation**

Internal Address:

Street Address: **189 Linden Drive**

City: **Kingston** State: **RI** ZIP: **02881**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 numbers(s):

A. Trademark Application No.(s)



01-27-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #40

B. Trademark Registration No.(s)

2,009,522

Additional numbers attached?  Yes  No

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

Name: **Mikolean M. Longacre**

Internal Address:

Street Address: **1919 S. Eads Street, Suite 401**

City: **Arlington** State: **VA** ZIP: **22202**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **160.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02/11/1999 DC0ATES 00000057 2009522

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:484 120.00 OP

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.

**Mikolean M. Longacre**

Name of Person Signing

Signature

01/27/99

Date

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

2

TRADEMARK

**Terms Sheet**

EDMARK Corporation, Inc. agrees to purchase from Stellar Foods (USA), Inc. the assets of Stellar Foods, Inc. as listed on the balance sheet of Stellar Foods, Inc. with certain exclusions as of May 15, 1997 and the trademark "Stellar" as evidenced by said documents referred to as the "Trademark" which is warranted to be free and clear of any liens, encumbrances, claims, and limitations which would prevent buyers from registering ownership of said "Trademark". Purchaser has exclusive North American rights to the "Stellar" brand.

Those assets are: \$34,000.00 from the Peoples checking account, New Bedford  
\$16,000.00 from the Philippine National Bank, NY checking  
account or an appropriate combination from these accounts to  
equal \$50,000.00.

**Property and equipment:**

- 386 computer, monitor, and fax machine in Germantown, MD
- 586 computer, monitor in Kingston, RI
- 486 computer, monitor, printer, fax machine, 2 filing cabinets, assorted software, office supplies located in New Bedford, MA
- Compaq Pentium computer and accessories located in Wellesley, MA

**Exclusions:**

- Accounts Receivable--Trade
- Petty Cash
- Imaje inkjet printer
- Cole-Palmer Spectrophotometer\*\*
- \*\*Mark Rynasiewicz will attempt to sell the unit for the benefit of Stellar Foods, Inc.

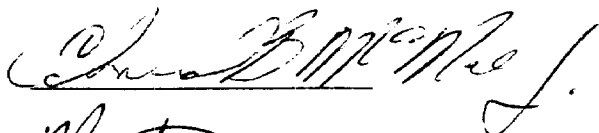
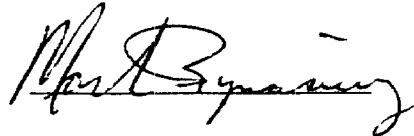
Payment for the assets excluding the "Trademark" and "Property and Equipment" shall be in the form of the assumption of the note payable to Leigh Talmage Perez and Vincent S. Perez Jr. in the amount of \$50,000.00 from Stellar Foods, Inc. creating a Promissory Note from EDMARK Corporation, Inc. to LTP and VSP for \$50,000.00 payable in 20 monthly installments at 10% pa commencing November 15, 1997, interest payment only to begin June 15, 1997, Schedule C.

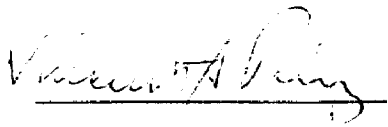
Payment for the "Trademark" and "Property and Equipment" shall be in the form of royalty payments to Stellar Foods (USA), Inc. as outlined in Schedule B, for 80 "20 ft. containers" or equivalent "40 ft containers".

Buyer agrees to remit to Stellar Foods (USA), Inc. 65% of the net proceeds resulting from the sale of Stellar Foods International, Inc. if such sale occurs on or before May 15, 1999

Buyers: EDMARK Corporation, Inc.

Sellers: Stellar Foods (USA), Inc.



Witness: \_\_\_\_\_