

11/10/98



Atty. Docket No.

TO: THE HON. COMMISSIONER

100878366

S. BOX ASSIGNMENTS

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):

International Sausage Corp.
3445 Michigan Ave.
Detroit, MI 48216

- Individual(s)
Association
Limited Partnership
General Partnership
[X] Corporation-State Michigan
Other

Additional name(s) of conveying party(ies)
attached? [ ] yes [ ] no

3. Nature of conveyance:

- [X] Assignment [ ] Merger
[ ] Security Agreement
[ ] Change of Name
[ ] Other

Execution Date October 26, 1998

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

Name: Sherwood Food Distributors

Address: 18615 Sherwood Ave.
Detroit, MI 48234

- Individual(s) citizenship
Association
[X] General Partnership Michigan
Limited Partnership
Corporation-State
Other

If assignee is not domiciled in the United States,
a domestic representative designation is attached:
[ ] yes [X] no

Additional names(s) & address(es) attached?
[ ] yes [X] no

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

A. Trademark Application Nos.(s)

B. Trademark Registration No.(s)

- 1,382,536
1,386,924
1,436,557

Additional numbers attached? [ ] Yes [X] No

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

Name: Mark W. Cherry, Esq.
Address: Ishbia & Gagleard, P.C.
251 Merrill, 2nd Floor
Birmingham, MI 48009
248/647-8590

6. Total number of applications and registrations
involved: three (3)

7. Total fee (37 CFR 3.41) \$

- [X] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number:

11/12/1998 ITOM11 00000158 1302536

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing instrument is true and correct and any attached copy
is a true copy of the original document.

George Naser
Name of Person Signing

Signature

October 26, 1998
Date

Total number of pages including cover sheet, attachments, and documents TRADEMARK

**ASSIGNMENT OF TRADEMARKS  
&  
REGISTRATIONS OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS & REGISTRATIONS OF TRADEMARKS** (hereinafter the "Assignment") is made and entered into as of this 26th day of October, 1998, and shall be effective as of November 9, 1998, by and between **International Sausage Corp.**, a Michigan corporation (hereinafter the "Assignor"), with its registered office located at 3467 Michigan Avenue, Detroit, Michigan 48216 and **Sherwood Food Distributors**, a Michigan co-partnership (hereinafter the "Assignee"), with its registered office located at 18615 Sherwood Avenue, Detroit, Michigan 48234.

**RECITALS**

**WHEREAS**, Assignor is the sole owner of the following trademarks and/or tradenames:

(1) "Meat Products From People Who Care", as filed with the United States Patent and Trademark Office ("USPTO") on February 20, 1985 and registered by the USPTO on February 11, 1986 as Register No. 1382536;

(2) Trademark of Dutch Girl as filed with the USPTO on February 20, 1985 and registered by the USPTO on March 18, 1986 as Register No. 1386924;

(3) "Dutch Brand" as filed with the USPTO on February 20, 1985 and registered by the USPTO on April 14, 1987 as Register No. 1436557; and

(4) Trademark of "Dutch Brand" and Design as granted by the Michigan Department of State on December 14, 1981, as renewed until December 10, 2001 pursuant to the Certificate of Renewal issued by the Michigan Department of Commerce on December 6, 1991;

as well as all rights, title and interests of Assignor therein and thereto (hereinafter collectively the "Marks"); and

**WHEREAS**, Assignee desires to purchase and Assignor desires to sell, transfer and convey to Assignee the Marks together with the good will of the business symbolized by such Marks, and the above-identified registrations of such Marks;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the

Assignor and Assignee hereby agree as follows:

1. **Assignment of Marks.** Assignor does hereby assign to Assignee all right, title and interest in and to the Marks described in the Recitals set forth above, together with: (a) any and all logos, art work or design used or commissioned by Assignor in connection with the tradename and Marks, whether in the form of advertising, letterhead, business cards, signs or in any other form or context; (b) the good will of the business symbolized by such Marks; and (c) the above-identified registrations of such Marks.

2. **Execution of Documents.** Assignor and Assignee mutually agree that each shall take all steps reasonably necessary to facilitate the sale, transfer and conveyance of the Marks as contemplated in this Assignment and to execute any other documents and/or instruments as may be reasonably necessary to carry out and put into effect the terms of this Assignment.

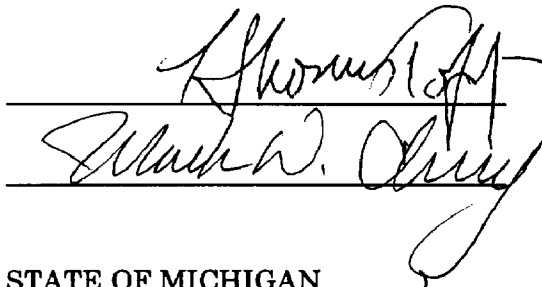
3. **Issuance of Registrations.** The Commissioner of Patents and Trademarks is requested to issue new certificates of registration relative to the Marks in the name of Assignee.

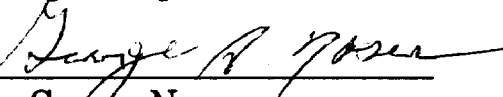
IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date and year first above written.

WITNESSES:

“ASSIGNOR”

International Sausage Corp.,  
a Michigan corporation

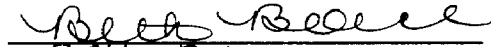
  
\_\_\_\_\_  
Mark W. Orey

By:   
\_\_\_\_\_  
George Naser  
Its: President

STATE OF MICHIGAN  
COUNTY OF OAKLAND )

)ss.

On this 26th day of October, 1998, before me appeared George Naser, known to me to be the President of International Sausage, Inc., a Michigan corporation, and the person who signed and delivered this instrument on behalf of said corporation pursuant to the authority of its Board of Directors who being sworn, acknowledged that he signed this instrument as the free act and deed of said corporation.

  
\_\_\_\_\_  
Beth Boice, Notary Public  
Oakland County, Michigan  
My commission expires: 11-21-2000

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