



100928391

ER SHEET  
Y

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

1. Name of conveying Party(ies):

Nanco, Inc.

*MRP  
12-21-98*

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

Name: DNP, Inc.

Internal Address:

Street Address: 1875 Whitworth Drive

City: Braselton State: GA

Zip: 30517

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

3. Nature of conveyance:

Assignment

Security Agreement

Other

Merger

Change of name

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 separate from assignment)

Execution Date:

DECEMBER 16, 1998

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

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

A. Trademark Application No.(s)

~~74/645768~~  
~~75/378838~~  
75/378849

B. Trademark Registration No.(s)

1,444,449  
1,903,750  
2,192,438

Additional numbers attached?  Yes  No

MRP 12-21-98  
DNP/PATENT

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

Name: MICHAEL D. HOBBS, JR., ESQ.

Internal Address:

Street Address: NATIONS BANK PLAZA  
600 PEACHTREE STREE, NE  
SUITE 5200

City: ATLANTA

State: GA Zip: 30308-2218

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

Enclosed

Authorized to be charged to deposit account

(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 D. HOBBS, JR., ESQ.

Name of Person Signing

Signature

DECEMBER 18, 1998

Date

12/22/1998 DNGUYEN 00000134 1444449

01 FC:481

02 FC:482

40.00 OP

125.00 OP

Total number of pages comprising cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

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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 cover 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.

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 16th day of December, 1998, by and between Nanco, Inc. a Georgia corporation, located at 1770 Indian Trail Road, Norcross, Georgia 30093 ("Assignor"), and DNP, Inc. a Georgia corporation, located at 1875 Kathy Whitworth Drive, Braselton, Georgia 30517 ("Assignee").

**W I T N E S S E T H**

WHEREAS, Assignor is the owner of all right, title and interest in and to the following registrations (hereinafter referred to as the "Marks"):

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CITRUS ESSENCE	1,903,750	July 4, 1995
ELAN	1,444,449	December 23, 1980
ELAN (Stylized)	2,192,438	June 28, 1993
<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
<del>ELAN ELITE</del>	<del>74/645,768</del>	<del>March 10, 1995</del>
GEORGIA SWEETWATER	75/378,838	October 24, 1997
MOUNTAIN SWEETWATER	75/378,849	October 24, 1997

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, along with the right to recover for damages and profits and other remedies for past infringement of the Marks.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

NANCO, INC.

By:

  
Name: ANTHONY MASTANDREA  
Title: TREASURER

72868.01

RECORDED: 12/21/1998

TRADEMARK  
REEL: 1830 FRAME: 0577