

*MAD*  
*9-2-99*

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

02-04-1999



Tab settings 000

To the Honorable Commissioner of Patents and Trademarks. Please record the attached on

100957290

1. Name of conveying party(ies):  
HOFFMAN BROS. PACKING CO., INC.

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

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

2. Name and address of receiving party(ies):  
Name: SQUARE H BRANDS, INC.

Internal Address: 2731 S. SOTO AVE.

Street Address: \_\_\_\_\_

City LOS ANGELES State CA. ZIP 90023

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 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                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 856,656  
1,288,057  
1,287,151  
1,287,150

Additional numbers attached?  Yes  No

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

Name: ROBERT J. SCHAAP

Internal Address: 21241 VENTURA BLVD. #188  
WOODLAND HILLS, CA. 91364

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and registrations involved:  FOUR

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

Enclosed  
 Authorized to be charged to deposit account *Change 115*

8. Deposit account number: 19-0258  
 (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 J. SCHAAP                      *Robert J. Schaap*                      1-15-99  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet:

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

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 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, Washington, D.C. 20503

TRADEMARK  
REEL: 1848 FRAME: 0311

I hereby certify that this paper or fee is being submitted to the United States Patent and Trademark Office by Express Mail Post Office to Addressee " service under 37 CFR 1.10, mailing label number EH433544244U.S. envelope addressed

**ASSIGNMENT**

to the Commissioner of Patents and Trademarks, Washington, D.C. 20231 on

9-2-98

WHEREAS, HOFFMAN BROS. PACKING CO, INC., a now bankrupt

corporation of the State of California, and having had a principal

LILIANA

(Name of assignor) 2731 South Soto Street, Los Angeles, California

Lulu Chan  
(Signature)

90023 (sometimes hereinafter "Hoffman"), was the owner of the

trademarks relating to food products and primarily processed meat products and similar related food products;

WHEREAS, HOFFMAN had applied for and obtained, among other U.S. trademark registrations, the following trademarks and United States trademark registrations for such food products, including:

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
856,656	Sept. 10, 1968	Vegas Brand/ Coney Island
1,288,057	July 31, 1984	Hoffy
1,287,151	July 24, 1984	Hoffy
1,287,150	July 25, 1984	Hoffy

and which aforesaid trademarks are hereinafter referred to as the "Assignable Trademarks" and the aforesaid U.S. trademark registrations are referred to as the "Assignable Trademark Registrations".

WHEREAS, Hoffman has previously agreed to and did assign all of its right, title and interest in and to all of its intangible assets, including but not limited to, all right, title and interest in and to any and all of its copyrights, trademarks, trade names, service marks, displays, symbols, color arrangements, designs and logos, to Square H Brands, Inc., a corporation organized and

ASSIGNMENT

WHEREAS, HOFFMAN BROS. PACKING CO, INC., a now bankrupt corporation of the State of California, and having had a principal business address at 2731 South Soto Street, Los Angeles, California 90023 (sometimes hereinafter "Hoffman"), was the owner of the trademarks relating to food products and primarily processed meat products and similar related food products;

WHEREAS, HOFFMAN had applied for and obtained, among other U.S. trademark registrations, the following trademarks and United States trademark registrations for such food products, including:

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
856,656	Sept. 10, 1968	Vegas Brand/ Coney Island
1,288,057	July 31, 1984	Hoffy
1,287,151	July 24, 1984	Hoffy
1,287,150	July 25, 1984	Hoffy

and which aforesaid trademarks are hereinafter referred to as the "Assignable Trademarks" and the aforesaid U.S. trademark registrations are referred to as the "Assignable Trademark Registrations".

WHEREAS, Hoffman has previously agreed to and did assign all of its right, title and interest in and to all of its intangible assets, including but not limited to, all right, title and interest in and to any and all of its copyrights, trademarks, trade names, service marks, displays, symbols, color arrangements, designs and logos, to Square H Brands, Inc., a corporation organized and

existing under the laws of State of Delaware, and having a principal address of 2731 South Soto Street, Los Angeles, California 90023 (sometimes hereinafter referred to as "Assignee") by means of an Asset Purchase Agreement identified in the accompanying Bankground Information Letter;

WHEREAS, Hoffman was involved in a bankruptcy proceeding in the United States Bankruptcy Court in the Central District of California (Case No. LA 93-23593-BR) and in connection with the aforesaid bankruptcy and assignment of assets, Prolman Associates, having a principal business address of 1104 Casino Del Mar, Suite A, Del Mar, California 92014 (sometimes hereinafter "Prolman"), was appointed as the liquidating agent by and through the approval of the bankruptcy court handling the bankruptcy of Hoffman;

WHEREAS, Prolman, in the capacity as liquidating agent, had the authority to execute any and all documents on behalf of Hoffman and did execute numerous documents on behalf of Hoffman, and, in that connection, still has such authority;

WHEREAS, Prolman, on behalf of Hoffman, hereby reaffirms that original assignment of all intangible assets, including all right, title and interest of Hoffman in and to any and all copyrights, trademarks, trade names, services marks, displays, symbols, color arrangements, designs and logos, to Assignee (Square H Brands, Inc.) and does, by this document, assign to Assignee all of such intangible assets, including but not limited to the form above identified Assignable Trademarks and Assignable Trademark Registrations;

WHEREAS, it was intended to assign the Assignable Trademarks and the Assignable Trademark Registrations to Assignee by the aforesaid asset purchase agreement, since these Assignable Trademarks and the Assignable Trademark Registrations are included within the intangible assets, but were inadvertently omitted from the aforesaid Exhibit 1.01(c);

WHEREAS, the oversight in failing to previously assign legal title to Assignee in the Assignable Trademarks and the Assignable Trademark Registrations was recently discovered and, thereafter, the parties hereto sought to correct that oversight by this assignment document;

WHEREAS, HOFFMAN represents and warrants that it has not conveyed or hypothecated any interest in or to the aforesaid Assignable Trademarks, as well as the aforesaid Assignable Trademark Registrations;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to each of the aforesaid Assignable Trademarks, the aforesaid Assignable Trademark Registrations and the goodwill of the business symbolized by said trademarks and is further desirous of continuing to use and promote the aforesaid Assignable Trademarks and Assignable Trademark Registrations, as well as any and all trademark applications and service mark applications which may be filed thereon and any and all trademark registrations and service mark registrations which may be granted or issued therefor in the United States and

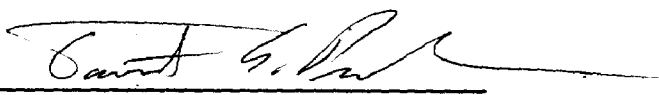
throughout the world, as well as any extensions, renewals and continuations of any of the foregoing.

NOW, THEREFORE, in recognition of good and valuable consideration paid by Assignee to Hoffman, and in recognition of the legal obligation to assign all such right, title and interest in and to the aforesaid Assignable Trademarks and Assignable Trademark Registrations to Assignee, and in further view of other good and valuable consideration, Hoffman hereby sells, transfers, assigns, conveys and sets over to said Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the aforesaid Assignable Trademarks and the aforesaid Assignable Trademark Registrations, as well as all trademark and service mark applications and registrations which may be granted or issued thereon in the United States and throughout the world, including all additional trademark and service mark applications for said trademarks or any marks confusingly similar thereto, and all registrations issuing therefrom and all international priority rights associated therewith and all of the goodwill of the business symbolized by said marks, all to be held and enjoyed as fully and completely as the same might have been held by Hoffman, had this assignment not been made, and Assignee hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the duly constituted authorities of all foreign countries to issue any and all trademark registrations and service mark registrations relating to any of the foregoing Assignable

Trademarks and Assignable Trademark Registrations to said Assignee,  
its successors and assigns.

IN WITNESS WHEREOF, we have executed this instrument at Los  
Angeles, California, this 1<sup>ST</sup> day of SEPTEMBER, 1998.

HOFFMAN BROS. PACKING CO., INC.

By:   
PROLMAN ASSOCIATES  
Liquidating Agent for  
Hoffman Bros. Packing Co., Inc.

hoffy\ASSIGN.1

D

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE U.S. TRADEMARK )  
 REGISTRATIONS OF: )  
 )  
 HOFFMAN BROS. PACKING CO., INC. )  
 )  
 REGISTRATION NOS.: 856,656 )  
 1,288,057 )  
 1,287,151 )  
 1,287,150 )  
 )  
 DATED: September 10, 1968 )  
 July 31, 1984 )  
 July 24, 1984 )  
 July 25, 1984 )  
 )  
 MARKS: VEGAS BRAND/CONEY ISLAND )  
 HOFFY )  
 )



01-25-1999  
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #22

TRADEMARK ASSIGNMENT  
RECORDATION BRANCH

BACKGROUND INFORMATION LETTER REQUESTING AND  
SETTING FORTH BASIS OF RECORDATION OF  
OF TRADEMARK ASSIGNMENT DOCUMENT

Assistant Commissioner of Patents  
 and Trademarks  
 U.S. Patent and Trademark Office  
 2900 Crystal Drive  
 Arlington, Virginia 22202-3513

Sir:

The Assignee, Square H Brands, Inc., of several U.S. trademark registrations from Hoffman Bros. Packing Co., Inc., including the following four U.S. Trademark Registrations and referred to as the "Assignable Trademarks" and Assignable Trademark Registrations:



<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
856,656	Sept. 10, 1968	Vegas Brand/ Coney Island
1,288.057	July 31, 1984	Hoffy
1,287,151	July 24, 1984	Hoffy
1,287,150	July 25, 1984	Hoffy

hereby supplements the accompanying assignment document and sets forth the following background information which may be relevant to the recordation of that assignment document.

Hoffman Bros. Packing Co., Inc., now a bankrupt corporation of the State of California (Hoffman), in about August of 1995, was involved in a bankruptcy proceeding and, as a result, has forfeited its corporation charter. The present Assignee, Square H Brands, Inc., a corporation of the State of Delaware, purchased all of the assets of Hoffman and, specifically, including but not limited to, all trademarks, trade names and service marks of Hoffman.

In connection with the actual sale and liquidation of the assets of Hoffman to enable purchase by Assignee, a liquidating agent was appointed by the U.S. Bankruptcy Court having jurisdiction over the bankruptcy of Hoffman and that liquidating agent was Prolman Associates, who was given the authority to execute any and all documents relating to liquidation or assignment of assets of Hoffman on behalf of Hoffman.

In order to effectuate the transfer and assignment of assets from Hoffman to the Assignee, Square H Brands, Inc., an Asset Purchase Agreement dated August 7, 1995 was entered into between

Hoffman and Square H Brands, Inc. In accordance with that Asset Purchase Agreement, Hoffman agreed to assign to, and did assign to, Square H Brands, Inc. all of its intangible assets which included four Assignable Trademarks and the Assignable Trademark Registrations therefor. That purchase agreement included an appended Exhibit 101(c) specifically identifying the trademark and trademark registrations of Hoffman to Square H Brands, Inc. An assignment document identifying the Exhibit 1.01(c) trademark registrations being assigned by Hoffman to Square H Brands, Inc. was thereupon recorded in the U.S. Patent and Trademark Office. Pages 1 and 2 and Exhibit 101(c) and signature pages of the Asset Purchase Agreement are attached hereto.

It was discovered after the completion of the sale of all assets to Assignee that four U.S. trademark registrations were inadvertently omitted from the list of trademark registrations in Exhibit 1.01(c), such that an assignment of these four omitted trademarks and the respective trademark registrations, namely the Assignable Trademarks and Assignable Trademark Registrations, could not be, and were not, recorded in the U.S. Patent and Trademark Office.

The Assignee is now correcting that problem by the accompanying Assignment document. The attached pages of the original Asset Purchase Agreement shows the intent of the parties to assign all such trademark registrations including the Assignable Trademark Registrations to Assignee.


Also attached hereto is an order of the bankruptcy court confirming the debtor's Liquidating Plan and a letter dated March 25, 1996, confirming appointment of Prolman Associates as Liquidating Agent. These documents show appointment of Prolman Associates as the liquidating agent, and who also has the present authority to execute any and all documents on behalf of the now bankrupt Hoffman. Prolman Associates have therefore executed the accompanying assignment document, in accordance with the authority of the bankruptcy court previously granted to Prolman Associates.

The Assignee therefore respectfully requests recordation of the aforesaid Assignment document and return of the recorded document to its undersigned attorney of record.

The Assignee is further submitting its check in the amount of \$160.00 to cover the recordation of the four identified U.S. Assignable Trademark Registrations. Please charge any additional costs or credit any overpayment to Deposit Account No. 19-0258.

Dated: Sept. 2, 1998

Respectfully submitted,

  
ROBERT J. SCHAAP  
Attorney for Assignee  
Registration No. 20,577  
(818) 346-6555

HOFFY  
LETTER

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS, ARLINGTON, VIRGINIA 22202-3513 \_\_\_\_\_, 1998.

\_\_\_\_\_ Date of Signature: \_\_\_\_\_, 1998

(Signature)

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into this 7th day of August, 1995 by and between Hoffman Bros. Packing Co., Inc., a California corporation (the "Debtor"), and Square-H Brands, Inc., a Delaware corporation (the "Acquiror"), with respect to the following facts:

A. The Debtor is a debtor and debtor-in-possession in the matter of In re Hoffman Bros. Packing Co., Inc., a Chapter 11 Case filed in the United States Bankruptcy Court (the "Bankruptcy Court") for the Central District of California, bearing Case No. LA 93-23593-BR (the "Bankruptcy Case"); and

B. The Debtor is the owner of those certain assets more particularly described in the Agreement used in connection with the operation of its business (the "Business");

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I.  
ASSET DESCRIPTION AND PURCHASE**

1.01. Assets Described. The Debtor agrees that at the Closing (as hereinafter defined) it shall sell, assign, transfer and convey to Acquiror, and Acquiror agrees that it shall purchase and acquire from the Debtor, for the consideration hereinafter provided, and subject to the terms and conditions hereinafter set forth, all assets owned by the Debtor and associated with and used and/or usable in or relating to the conduct of the Business, whether or not such assets are located on or about the Business premises, except those assets specifically excluded hereinafter (all of said non-excluded assets being hereinafter collectively referred to as the "Assets," and all excluded assets, as listed in Section 1.04, being hereinafter collectively referred to as the "Excluded Assets"). Without limiting the generality of the foregoing, the Assets include all of the following:

(a) Real Property. Fee simple title to all that certain land consisting of approximately 5.93 acres, as follows: (i) three parcels consisting of 3.81 acres, commonly known as 2731 South Soto Street, Los Angeles, California; and (ii) one parcel consisting of 2.12 acres, commonly known as 2820 South Soto Street, Los Angeles, California, all as more particularly described on Exhibit 1.01(a) hereto, together with all buildings, improvements, fixtures and other items of real property located thereon, and all right, title and interest, if any, of the Debtor in and to any rights, including without limitation, mineral rights, water rights, air rights, development rights,

environmental approvals, easements and rights-of-way pertaining to or benefitting said real property, and all options, ownership interests and repurchase rights, if any, relating to said real property (hereinafter referred to as the "Real Property Assets"). Encompassed in the "Real Property Assets" are the "Non-Debtor Assets" described in Section 1.02 hereof.

(b) Personal Property. All of the machinery, equipment, appliances, motor vehicles, tools, trade fixtures, improvements, inventories (including but not limited to raw materials, (meats, casings and spices), packing materials, labels, products in progress and finished products) office supplies, signs and signage, furniture and furnishings, public relations pamphlets and related supplies, computers, software, and all other tangible personal property used or usable in the ownership, operation and maintenance of the Business, including all existing warranties thereon, which are owned or leased by the Debtor, as described on Exhibit 1.01(b) (hereinafter referred to as the "Personal Property Assets").

(c) Intangible Assets. All right, title and interest of the Debtor in and to any and all copyrights, trademarks, trade names, service marks, displays, symbols, color arrangements, designs and logos, including without limitation, the names "Hoffman Bros. Packing Co., Inc.," "Hoffy," "DeLite," "Senor Hoffy," and any forms or variations thereof; all forms and stationery bearing the names "Hoffman Bros. Packing Co., Inc.," "Hoffy," "DeLite" "Senor Hoffy" and any forms or variations thereof, and/or its logos and any variations thereof; other names, words or devices and related applications and registrations, if any; all other intangible property and/or rights (including all telephone numbers used, usable or relating to the Business or to products sold or distributed by the Business) directly or indirectly used, usable or relating to the Business and/or the Assets; and all good will associated with all of the foregoing, all as more particularly described on Exhibit 1.01(c) (collectively, the "Intangible Assets");

(d) Reports/Permits. All surveys, plans and specifications, architectural, engineering or other drawings, soils and engineering studies, flood and/or drainage studies, environmental studies, and any other materials or studies owned, possessed or controlled by the Debtor and related in any way to the Business or the Business premises, and any transferable, assignable or relinquishable licenses, certificates, permits and other governmental entitlements relating to the Assets and/or the Business;

(e) Proprietary Information. All proprietary information and relationships used or usable by the Debtor in connection with the Business, including without limitation, customer names and related customer information, supplier/vendor names and related supplier/vendor information, formulas, recipes

16.09. Gender. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

16.10. Fees and Expenses. The Debtor and Acquiror shall each bear its own expenses, including but not limited to legal fees, incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

16.11. Entire Agreement. Once approved by the Bankruptcy Court, this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understandings of the parties. No additions to or modification of this Agreement shall be binding unless executed in writing by all the parties. Except as may be otherwise provided in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing executed by the party making the waiver.

16.12. Execution in Counterparts. This Agreement may be executed by the parties in multiple counterparts, which taken together shall be deemed one original document.

16.13. Brokers and Finders. Acquiror represents and warrants to the Debtor and the Debtor represents and warrants to Acquiror that no broker, finder or investment advisor (other than the Debtor's advisor, Prolman Associates, whose compensation shall be paid by the Debtor) has acted on its behalf in connection with the Transaction.

16.14. Confidentiality. The parties agree to maintain the confidentiality of the terms of this Agreement, except for disclosure on a "need-to-know" basis by members of the Unsecured Creditors Committee, and as may be required in connection with the Bankruptcy Case.

16.15. Public Announcements. Neither Acquiror, the Debtor, Prolman Associates, nor any of their respective shareholders, directors, officers, employees or agents, shall make any public announcements or otherwise reveal to third parties information relating to the Transaction, except with the prior written approval of both Acquiror and the Debtor, other than appropriate disclosure made by Acquiror in connection with arranging financing for the Transaction. However, subject to the reasonable approval of Acquiror, the Debtor shall have a right to make a public announcement within twenty-four (24) hours of the entry of the Court's Order approving the Agreement. The form,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"ACQUIROR"  
SQUARE-H BRANDS, INC.,  
a Delaware corporation

By: *H Haskell*  
Henry Haskell  
President and  
Chief Executive Officer

"DEBTOR"  
HOFFMAN BROS. PACKING CO., INC.,  
a California corporation,  
Debtor and Debtor-in-Possession

By: *Julius Hoffman President*  
Julius Hoffman, President

APPROVED AS TO FORM AND CONTENT:

LATHAM & WATKINS

By: \_\_\_\_\_  
Peter Gilhuly

CHYSTIE & BERLE

By: \_\_\_\_\_  
John P. Kreis



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"ACQUIROR"  
SQUARE-H BRANDS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Henry Haskell  
President and  
Chief Executive Officer

"DEBTOR"  
HOFFMAN BROS. PACKING CO., INC.,  
a California corporation,  
Debtor and Debtor-in-Possession

By: \_\_\_\_\_  
Julius Hoffman, President

APPROVED AS TO FORM AND CONTENT:

LATHAM & WATKINS

By: Peter M. Gilhuly  
Peter Gilhuly

CHYSTIE & BERLE

By: John P. Kreis  
John P. Kreis

**EXHIBIT 1.01(c)**

**(see attached)**

# SUMMARY OF HOFFY TRADEMARKS WITH SAMPLES

June 19, 1995

<u>Type &amp; No.</u>	<u>Issued</u>	<u>Expiration</u>	<u>Comments/Status</u>	<u>Attached Sample No.</u>
[Federal]				
972,973	11/13/73	11/13/03		[1]
1,014,205	6/24/75	6/24/95	Allowed to lapse	[2]
1,102,361	6/3/75	6/3/05	Renewal pending	[3]
1,102,362	6/3/75	6/3/05	Renewal pending	[4]
Delite			Application pending	[5]
Senior Hoffy			Application pending	[6]
[State]				
52,475	8/15/74	8/15/04		[7]
52,476	8/15/74	8/15/04		[8]
52,477	8/15/74	8/15/04		[9]
98,552	1/7/94	1/7/04		[10]
Delite			Application pending	See [5] above
Senior Hoffy			Application pending	See [6] above
[Foreign]				
Mexico - Senior Hoffy			To be submitted	See [6] above

# SUMMARY OF HOFFY TRADEMARKS

June 19, 1995

<u>Type &amp; No.</u>	<u>Issued</u>	<u>Expiration</u>	<u>Comments/Status</u>
[Federal]			
972,973	11/13/73	11/13/03	
1,014,205	6/24/75	6/24/95	Allowed to lapse [1]
1,102,361	6/3/75	6/3/05	Renewal pending
1,102,362	6/3/75	6/3/05	Renewal pending
Delite			Application pending
Senior Hoffy			Application pending
[State]			
52,475	8/15/74	8/15/04	
52,476	8/15/74	8/15/04	
52,477	8/15/74	8/15/04	
62,247	9/12/80	9/12/90	Allowed to lapse [2]
98,552	1/7/94	1/7/04	
Delite			Application pending
Senior Hoffy			Application pending
[Foreign]			
Mexico - Senior Hoffy			To be submitted

Notes: [1] Mark is no longer in use.  
 [2] Product is no longer in production.

FILED  
MAY - 3 1996  
CLERK U.S. BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
BY Deputy Clerk

1 John P. Kreis, Esq., State Bar No. 103737  
2 CHRYSTIE & BERLE  
3 A Professional Corporation  
4 1925 Century Park East, Suite 2200  
5 Los Angeles, California 90067-2723  
6 Telephone No.: (310) 788-7700

7 Attorneys for Plaintiff, Debtor and Debtor-in-Possession  
8 HOFFMAN BROS. PACKING CO., INC.

ENTERED  
MAY - 3 1996  
CLERK U.S. BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
BY Deputy Clerk

9 UNITED STATES BANKRUPTCY COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 In re )  
12 HOFFMAN BROS. PACKING CO., INC., )  
13 Debtor. )  
14 )  
15 )  
16 )

Case No. LA 93-23593-BR  
(Chapter 11)  
ORDER CONFIRMING DEBTOR'S  
LIQUIDATING PLAN  
Date: March 26, 1996  
Time: 10:00 a.m.  
Place: Courtroom 1668

17  
18 The Motion to Confirm Debtor's Amended Plan (the "Motion")  
19 filed by Hoffman Bros. Packing Co., Inc., debtor and debtor in  
20 possession (the "Debtor") came on for hearing on March 26, 1996.  
21 Appearing at the hearing were John P. Kreis, Chrystie & Berle,  
22 counsel for the Debtor, and Joseph Caceras, Attorney, Office of  
23 the United States Trustee.

24 The Court having considered (i) the evidence supporting the  
25 Motion, and (ii) the evidence establishing that 100% of the  
26 ballots cast by holders of Class 2 Convenience Class Claims  
27 accepted the Plan, and more than two-thirds in amount and more  
28 than one-half in number of creditors holding Class 3 General

1 Unsecured Claims accepted the Debtor's Amended Plan (the  
2 "Plan"). The Debtor's evidence establishes that both impaired  
3 voting classes under the Plan voted to accept the Plan. The  
4 Debtor also has provided proof of payment of any and all special  
5 charges due the Clerk's office in accordance with Local  
6 Bankruptcy Rule 142(2) as evidenced by the documents attached  
7 collectively as Exhibit 1 hereto.

8 Good cause having been shown, it is hereby:

9 ORDERED, ADJUDGED AND DECREED that:

- 10 1. The Motion be and hereby is granted;
- 11 2. The Plan be and hereby is confirmed;
- 12 3. The Effective Date of the Plan shall be April 5, 1996;
- 13 4. In accordance with Article VII of the Plan:

14 a) Every holder of a Claim or Interest shall be  
15 precluded and permanently enjoined from asserting against the  
16 Debtor, the Liquidating Entity and the Liquidating Agent, their  
17 respective officers and directors, and the respective members  
18 (past, present and future), professionals and agents of the  
19 Debtor, the Creditor's Committee, the Liquidating Entity and the  
20 Liquidating Agent or their respective assets or properties, any  
21 further claim based on any document, instrument, judgment,  
22 award, order, act, omission, transaction or other activity of  
23 any kind or nature that occurred prior to the Confirmation Date  
24 which is March 26, 1996; and

25 b) On and after the Confirmation Date, every holder  
26 of a Claim or Interest be and hereby is precluded and  
27 permanently enjoined from initiating, asserting or pursuing  
28 against Square H Brands, Inc. any and all Claims that have been

1 asserted or could have been asserted against the Debtor or the  
2 Estate prior to August 11, 1995, except for the Assumed  
3 Liabilities (as defined in the Plan);

4 5. The Debtor shall forthwith pay the United States  
5 Trustee the fees owing for the first quarter of 1996, which are  
6 \$1,250, and Liquidating Hoffman shall thereafter pay the United  
7 States Trustee the post-confirmation fees that became due and  
8 owing;

9 6. The Debtor and Liquidating Hoffman be and hereby are  
10 authorized and directed to enter into a management services  
11 agreement with Prolman Associates, substantially in the form of  
12 the management services agreement attached hereto as Exhibit 2,  
13 in order to effect the distributions to creditors under the Plan  
14 after the Effective Date;

15 7. In conjunction with final fee applications to be filed  
16 in the above-referenced case, Liquidating Hoffman may submit a  
17 proposed order in accordance with F.R.B.P. 3022 closing the  
18 above-referenced case;

19 8. Having determined that since the Plan is a liquidating  
20 plan, the provisions of Local Bankruptcy Rule 142(3) should not  
21 apply to this case; and

22 ///

23 ///

24 ///

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

9. This Order shall be effective as of March 26, 1996.

DATED: 5/3/96

BARRY RUSSELL  
UNITED STATES BANKRUPTCY JUDGE

Presented by:

CHRYSTIE & BERLE  
A Professional Corporation

By: John P. Kreis  
JOHN P. KREIS  
Attorneys for Plaintiff,  
Debtor and Debtor-in-  
Possession, HOFFMAN  
BROS. PACKING CO., INC.

APPROVED AS TO FORM AND CONTENT:

OFFICE OF THE UNITED STATES TRUSTEE

By: Joseph E. Caceras  
JOSEPH CACERAS  
Attorney

C:\DOC97\HOFFMAN\ORDER.001

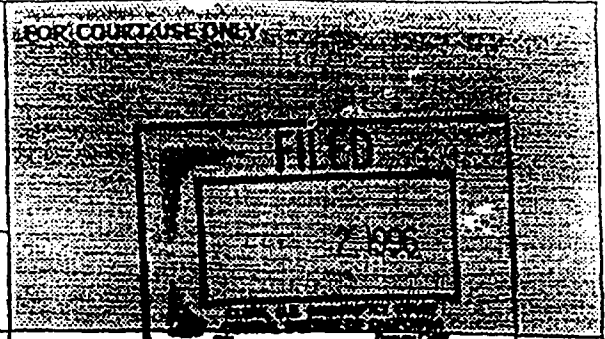
4



**EXHIBIT 1**

**TRADEMARK  
REEL: 1848 FRAME: 0335**

Attorney or Party Name, Address and Telephone Number  
 JOHN P. KREIS  
 1925 Century Park East, Suite 2200  
 Los Angeles, CA 90067-2723  
 (310) 788-7700  
 Attorney for Debtor



**UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

In re:  
 HOFFMAN BROS PACKING CO., INC. Debtor.

CHAPTER 11 CASE NUMBER  
 LA 93-23593 BR

Hearing Date: 03/26/96  
 Hearing Time: 02:00 A.M./P.M.  
 Hearing Place: Courtroom: 1668

**NOTICE OF COURT COSTS**

- To:  Attorney for Debtor-In-Possession  
 Debtor-In-Possession  
 Trustee \_\_\_\_\_

The following is a breakdown of the court costs that have been incurred in this CHAPTER SEVEN (7) case. This information is provided to complete the Trustee's Final Report; Application For Trustee Fees and Expenses. No hearing set at this time.

Please take notice that court costs have been incurred by the Bankruptcy Court during the administration of the above CHAPTER ELEVEN (11) case. Court costs must be paid prior to the hearing referenced above. Please return a copy of this order with your payment and see other side for payment information.

**COURT COSTS:**

Complaints	\$ _____
Notices	\$ <u>619.50</u>
Certification	\$ _____
Search Fees	\$ _____
Photocopies	\$ _____
Claims in Excess of 10	\$ _____
Appeals	\$ _____
Estimated Notices	\$ <u>160.00</u>
<b>Total Court Costs</b>	<b>\$ <u>779.50</u></b>

Dated: 02/02/96

Prepared By: LORENE MOCH  
 Deputy Clerk  
 United States Bankruptcy Court  
 Central District of California

Revised on 9/23/94: courtcost

00005

EXHIBIT 1

RECEIPT FOR PAYMENT

AYOR: STEPHEN CHRYSTIE

TYPE	DESCRIPTION	CASE NO	DEBTOR'S NAME	AMOUNT	AMT DUE
10	Noticing Fee (Code)	LA93-23593-BR	HOFFMAN BROS PACKI	160.00	
10	Noticing Fee (Code)	LA93-23593-BR	HOFFMAN BROS PACKI	619.50	
				779.50	TOTAL
			K	779.50	TENDER
				0.00	CHANGE

00006

EXHIBIT 1

**EXHIBIT 2**

**TRADEMARK**  
**REEL: 1848 FRAME: 0338**

Mr. Julius Hoffman, President  
Hoffman Bros. Packing Co., Inc., debtor and debtor in possession  
c/o

March 25, 1996

John Kreis, Esq.  
Chrystie & Berle  
1925 Century Park East  
Suite 2200  
Los Angeles, California 90067

Dear Mr. Hoffman:

This Management Services Agreement (the "Agreement"), pursuant to the Hoffman Bros. Packing Co., Inc., debtor and debtor in possession ("Debtor") Chapter 11 Plan (the "Plan") and Disclosure Statement filed with the U.S. Bankruptcy Court for the Central District of California (the "Court") on or about November 2, 1995, is between and the Debtor and Prolman Associates ("Prolman").

Having previously contracted with Prolman, as approved by the Court on June 19, 1993, to have Prolman perform certain services during the course of the Debtor's Chapter 11 case (the First Contract), the Debtor now desires Prolman to perform certain additional post-confirmation services pursuant to the Plan. Accordingly, the parties have agreed that this Agreement shall be separate from the First Contract and in accordance with the Plan and is as stated in its entirety as follows:

**A. SERVICES:**

Prolman shall assist the Liquidating Entity, (as those terms are defined in the Plan) on a best efforts basis, with respect to providing assistance in the administration of the Liquidating Entity, described to include the liquidation of the Liquidating Entity's property, distribution of the proceeds thereof in accordance with the Plan, objection to or reconciliation of Disputed Claims, and performance of such other services required by the Plan.

The services described under this Section A. **SERVICES** will be provided to the Liquidating Entity by Prolman personnel at the following rate schedule.

Walter Tendler:	\$ 95.00 per hour	D.A. Patrick:	\$125.00 per hour
Mark Zimmerman:	\$ 95.00 per hour	Thomas Paccioretti:	\$125.00 per hour
William Sharp:	\$125.00 per hour	David Prolman:	\$150.00 per hour

On a best efforts basis, Prolman will use the individual with the lowest hourly rate, as available, to accomplish these services. The above rates are guaranteed for one year from the Effective Date of the Plan. Walter Tendler and/or Mark Zimmerman will be the primary associates available for this work. These individuals may be replaced or receive assistance from additional Prolman personnel from time to time or as needed by the Liquidating Entity.

End of Page 1

Initial: J.H.  00007

Mr. Julius Hoffman, President  
March 25, 1996  
Page 2

**B. SERVICE PERIOD:**

This Letter Agreement shall be for an initial period of one hundred and twenty (120) days from the Effective Date of the Plan. Additionally, this Letter Agreement will automatically renew for subsequent periods of ninety (90) days unless either the Liquidating Entity or Prolman is notified in writing a minimum of thirty days in advance of any renewal date.

**C. FEES:**

All fees due to Prolman shall be paid monthly in arrears. Terms are payable within 10 days of submission by Prolman.

**D. OUT-OF-POCKET EXPENSES:**

All Out-Of-Pocket Expenses are for the account of the Liquidating Entity and are to be reimbursed to Prolman immediately upon submission of documentation to the Liquidating Entity.

**E. ACKNOWLEDGEMENTS:** Debtor acknowledges and agrees to the following:

- i The Liquidating Entity is a legal entity authorized to conduct business in the state of California and all states in which it currently conducts business.
- ii The services of Prolman do not constitute or replace independent financial auditors for the Liquidating Entity.
- iii The services of Prolman do not constitute or replace independent legal counsel for the Liquidating Entity.
- iv In performing the SERVICES described within Section A, Prolman is authorized to disclose, as determined by Prolman, any information concerning the Liquidating Entity, as Prolman, in its sole discretion, may deem necessary.
- v If Prolman determines that the scope of those SERVICES agreed upon herein, based upon information disclosed to Prolman to date, is materially different from those services required during the term of this assignment, this Agreement may be restructured at the request of Prolman.

**F. BANKRUPTCY COURT APPROVAL:**

This Agreement is subject to the approval of the Court.

End of Page 2

Initial: J.H. 

00008

EXHIBIT 2

TRADEMARK  
REEL: 1848 FRAME: 0340

Mr. Julius Hoffman, President  
March 25, 1996  
Page 3

**G. INDEMNIFICATION:**

The Liquidating Entity agrees to indemnify and hold Prolman and its affiliates, control persons, officers, employees, and agents (each an "Indemnified Person") harmless from and against all losses, claims, damages, liabilities, costs or expenses including those resulting from any threatened or pending investigation, action, proceeding or dispute whether or not Prolman or any such other Indemnified Person is a party to such investigation, action, proceeding or dispute, arising out of Prolman's entering into or performing services under this Agreement, or arising out of any matter referred to in this Agreement. This indemnity shall also include Prolman's and/or any such Indemnified Person's reasonable attorneys' and accountants' fees and out-of-pocket expenses incurred in, and the cost of Prolman's personnel involved in any such matter, arising out of Prolman's personnel whose time is spent in connection with such investigations, actions, proceedings or disputes which fees, expenses and costs shall be periodically reimbursed to Prolman and/or to any such other Indemnified Person by the Liquidating Entity as they are incurred.

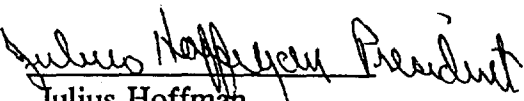
The reimbursement and indemnity obligations of the Liquidating Entity under this Section G shall be in addition to any liability to which the Liquidating Entity may otherwise have and shall be binding upon and inure to the benefit of any successor, assigns, heirs, and personal representatives of Prolman, and any other such Indemnified Person.

Sincerely,

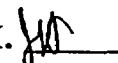
  
David A. Prolman

Please indicate your acceptance of this Agreement by signing as indicated below. Upon your signature and your delivery to Prolman of a complete signed copy, this document shall constitute a Agreement between the Debtor, the Liquidating Entity and Prolman. Additionally, please initial each page as indicated.

Accepted this \_\_\_\_ day of March, 1996 by Hoffman Bros. Packing Co., Inc., debtor and debtor in possession:

By:   
Julius Hoffman  
President

End of Page 3

Initial: J.H. 

00009

EXHIBIT. 2

TRADEMARK  
REEL: 1848 FRAME: 0341

1 PROOF OF SERVICE

2 State of California )  
3 ) ss.  
4 County of Los Angeles )

5 I am employed in the County of Los Angeles, State of  
6 California. I am over the age of 18 and not a party to the  
7 within action. My business address is 1875 Century Park East,  
8 Suite 2200, Los Angeles, California 90067.

9 On April 17, 1996, I served the foregoing document  
10 described as ORDER CONFIRMING DEBTOR'S LIQUIDATING PLAN on the  
11 interested parties in this action by placing a true copy thereof  
12 enclosed in a sealed envelope, addressed as follows:

13 Victor A. Sahn, Esq.  
14 SULMEYER, KUPETZ, BAUMANN & ROTHMAN  
15 300 South Grand Avenue, 14th Floor  
16 Los Angeles, California 90071

17 Jeryll Cohen, Esq.  
18 ROSS, SACKS & GLAZIER  
19 300 South Grand Avenue, Suite 3900  
20 Los Angeles, California 90071

21 G. Richard Green, Esq.  
22 MANNS & GREEN  
23 9665 Wilshire Boulevard, Suite 850  
24 Beverly Hills, California 90212

25 Joe Caseras, Esq.  
26 OFFICE OF THE UNITED STATES TRUSTEE  
27 221 North Figueroa Street, Suite 800  
28 Los Angeles, California 90012

David A. Prolman  
PROLMAN ASSOCIATES  
1130 Camino del Mar, Suite 'J'  
Del Mar, California 92014

Karynne G. Popper, Esq.  
STROOCK & STROOCK & LAVAN  
2029 Century Park East, 18th Floor  
Los Angeles, California 90067

Steven Siebert, Esq.  
NATIONAL LABOR RELATIONS BOARD  
Region 21  
811 Wilshire Boulevard, 11th Floor  
Los Angeles, California 90017-2803

00010



1 Henry M. Willis, Esq.  
2 SCHWARTZ, STEINSAPIR, DOHRMANN & SOMMERS  
3 6300 Wilshire Boulevard, Suite 2000  
4 Los Angeles, California 90048-5204

5 Lewis Nash Levy, Esq.  
6 LEVY, GOLDMAN & LEVY  
7 3660 Wilshire Boulevard, Suite 616  
8 Los Angeles, California 90010

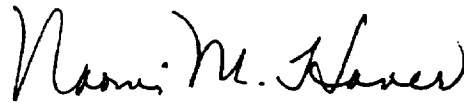
9 Julius Mel Reich, Esq.  
10 J. David Sackman, Esq.  
11 REICH, ADELL & CROST  
12 501 Shatto Place, Suite 100  
13 Los Angeles, California 90020

14 Kimiyo T. Endo, Esq.  
15 PENSION BENEFIT GUARANTY CORPORATION  
16 Office of General Counsel  
17 1200 'K' Street, N.W.  
18 Washington, D.C. 20005

19 Peter M. Gilhuly, Esq.  
20 LATHAM & WATKINS  
21 633 West Fifth Street, Suite 4000  
22 Los Angeles, California 90071

23 In accordance with the regular mail collection and  
24 processing practices of this business office, with which I am  
25 readily familiar, by means of which mail is deposited with the  
26 United States Postal Service at Los Angeles, California that  
27 same day in the ordinary course of business, I deposited such  
28 sealed envelope, with postage thereon fully prepaid, for  
collection and mailing on this same date following ordinary  
business practices.

19 I declare under penalty of perjury that the above is true  
20 and correct and that I am employed in the office of a member of  
21 the Bar of this Court, at which direction the service was made.  
22 Executed on April 17, 1996, at Los Angeles, California.

23 

24 NAOMI M. HAVER

25 00011

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA

In re

HOFFMAN BROS. PACKING CO., INC.

Debtor.

CASE NO. LA 93-23593-BR

[Chapter 11]

NOTICE OF ENTRY OF ORDER AND  
CERTIFICATE OF MAILING

To parties on the attached service list:

You are hereby notified, pursuant to Bankruptcy Rule 9022 and Local Bankruptcy Rule 116(1)(a)(v) that an order entitled "ORDER CONFIRMING DEBTOR'S LIQUIDATING PLAN" was entered on MAY - 3 1996.

I hereby certify that I mailed a copy of this notice and a true copy of the Order to the above-named persons on MAY - 3 1996.

Dated: MAY - 3 1996.

JON D. CERETTO, CLERK

By LORENE MOCH,  
Deputy Clerk

NOTICE OF ENTRY OF ORDER

TRADEMARK  
REEL: 1848 FRAME: 0344

SERVICE LIST

John P. Kreis, Esq.  
CHRYSTIE & BERLE  
1925 Century Park East, Suite 2200  
Los Angeles, California 90067

Victor A. Sahn, Esq.  
SULMEYER, KUPETZ, BAUMANN & ROTHMAN  
300 South Grand Avenue, 14th Floor  
Los Angeles, California 90071

Jeryll Cohen, Esq.  
ROSS, SACKS & GLAZIER  
300 South Grand Avenue, Suite 3900  
Los Angeles, California 90071

G. Richard Green, Esq.  
MANNS & GREEN  
9665 Wilshire Boulevard, Suite 850  
Beverly Hills, California 90212

Joe Caseras, Esq.  
OFFICE OF THE UNITED STATES TRUSTEE  
221 North Figueroa Street, Suite 800  
Los Angeles, California 90012

David A. Prolman  
PROLMAN ASSOCIATES  
1130 Camino del Mar, Suite 'J'  
Del Mar, California 92014

Karynne G. Popper, Esq.  
STROOCK & STROOCK & LAVAN  
2029 Century Park East, 18th Floor  
Los Angeles, California 90067

Steven Siebert, Esq.  
NATIONAL LABOR RELATIONS BOARD  
Region 21  
811 Wilshire Boulevard, 11th Floor  
Los Angeles, California 90017-2803

Henry M. Willis, Esq.  
SCHWARTZ, STEINSAPIR, DOHRMANN & SOMMERS  
6300 Wilshire Boulevard, Suite 2000  
Los Angeles, California 90048-5204

Lewis Nash Levy, Esq.  
LEVY, GOLDMAN & LEVY  
3660 Wilshire Boulevard, Suite 616  
Los Angeles, California 90010

Julius Mel Reich, Esq.  
J. David Sackman, Esq.  
REICH, ADELL & CROST  
501 Shatto Place, Suite 100  
Los Angeles, California 90020

Kimiyo T. Endo, Esq.  
PENSION BENEFIT GUARANTY CORPORATION  
Office of General Counsel  
1200 'K' Street, N.W.  
Washington, D.C. 20005

Peter M. Gilhuly, Esq.  
LATHAM & WATKINS  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071