

MRP 2-16-99

03-03-1999



100976887

To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

Name and address of receiving party(ies):

1. Name of the conveying party(ies):

Landec Corporation

Name: Bissell Healthcare Corporation
(dba Sammons Preston)

Internal Address:

Street Address: 4 Sammons Court

City: Bolingbrook State: IL Zip: 60440

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

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

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: Correction to attached recordation cover sheet (assignor / assignee inadvertently switched) recorded at Reel/Frame 1661/0469

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,947,544
1,898,779

Additional numbers attached? Yes No

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

Name: Joel E. Bair
Internal Address: RADER, FISHMAN, GRAUER & MCGARRY
Street Address: 171 Monroe Avenue, NW, Suite 600
City: Grand Rapids, Michigan 49503

6. Total number of applications and registrations involved:
2

7. Total fee (37 CFR 3.41):\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 18-0013

(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.

Joel E. Bair, Reg. No. 33,356

Signature

February 8, 1999

Date

Total number of pages including cover sheet, attachments and document: 5 Atty. Docket No. 71190

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made as of the 28th day of August, 1997, by and between BISSELL HEALTHCARE CORPORATION, a Michigan corporation, d/b/a SAMMONS™ PRESTON with offices located at 4 Sammons Court, Bolingbrook, Illinois 60440-4989 ("Assignee"), and LANDEC CORPORATION, a California corporation with offices located at 3603 Haven Avenue, Menlo Park, California 94025-1010 ("Assignor").

The parties hereto have executed an Asset Purchase Agreement on even date herewith. All capitalized terms used but not defined in this Trademark Assignment will have the meaning ascribed to them in the Asset Purchase Agreement.

The Asset Purchase Agreement provides, among other things, for the sale and transfer by Assignor to Assignee of the entire right, title and interest in and to the Marks, including those specifically listed on Exhibit A to this Assignment. This Trademark Assignment is made and delivered to perfect such sale and transfer to Assignee of certain of the Marks.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee's successors and assigns, the entire right, title and interest in the United States and in all foreign countries in, to and under the trademark registrations and applications identified in the attached Exhibit A, together with all related common law rights and the goodwill of the business symbolized thereby, together with all rights and privileges granted and secured thereby, including the right to sue and recover for past infringement, these rights to be held and enjoyed by the Assignee, for its own use and benefit and that of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment and sale had not been made.

Assignor represents and warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment, and that Assignor has the legal power to effect the assignment contemplated hereby.

Nothing contained in this Trademark Assignment will in any way amend, supersede, rescind, waive or otherwise affect any provisions, including the representations, warranties, covenants, agreements and limitations, set forth in the Asset Purchase Agreement, this Trademark Assignment being intended only to effect transfer of certain of the Marks to Assignee as provided in the Asset Purchase Agreement.

This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BISSELL HEALTHCARE CORPORATION

By [Signature]
Howard A. Schwartz, President

"Assignee"

Subscribed and sworn to before me this 13th day of October, 1997.

[Signature]



Notary Public DuPage County, Illinois ~~Michigan~~
My Commission Expires: 4-28-01

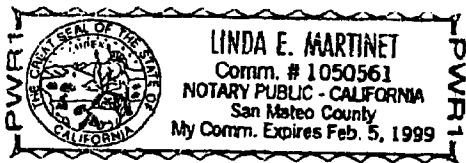
LANDEC CORPORATION

By [Signature]
Gary T. Steele, President

"Assignor"

Subscribed and sworn to before me this 29TH day of OCTOBER 1997, 1997.

[Signature]



Notary Public SAN MATEO County, CALIFORNIA ~~Michigan~~
My Commission Expires: FEB 5, 1999

Doc. No. 233557v2

EXHIBIT A

US TRADEMARKS

I. "QuickCast & Design" IC 10

Registration Number: 1,947,544

Registration Date: 1/9/1996

Goods: Orthopedic Devices, Namely Materials For Forming Splints and Braces

II. "QuickCast & Design" IC 10

Registration Number: 1,898,779

Registration Date: 6/13/1995

Goods: Orthopedic Devices, Namely Materials for Forming a Cast

JAPANESE TRADEMARK APPLICATION

"QuickCast" with Katakana Characters IC 10

Application Number: 8-25079

Application Date: 3/8/1996

Goods: Materials for Forming Splints, Braces, and Casts, other Orthopedic Devices, Other Medical Apparatus/Instruments, Ice Pillows, Triangular Bandages, Supportive Bandages, Surgical Cutouts, Feeding Cups, Dropping Pipettes, Teats (Pacifiers, Comforters), Dental Floss, Ice Bags, Ice Bag Holders, Baby Bottles, Thermos Nursing Bottles, Cotton Swabs, Rubber Fingers, Contraceptives, Artificial Tympanic Membranes, Prosthetic or Filling Materials (Not for Dental Use), Ear Plugs, Gloves for Medical Purposes, Electric Massage Apparatus for Home Use, Urinals, Bed Pans, Ear Picks

WORLDWIDE

Common Law rights "QuickCast"

Common Law rights "QuickCast & Design"