

MRP 1-26-99

FORM PTO-1594
1-31-92

05-03-1999



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

COVER SHEET
ONLY

Tab settings 000
To the Honorable Comm

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cord the attached original documents or copy thereof.

1. Name of conveying party(ies):

Carl's Sausage Co.

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

Name: Eddy Packing Co., Inc.

Internal Address: P.O. Box 392

Street Address:

City Yoakum State TX ZIP 77995

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

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

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

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: 4/13/99

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

A. Trademark Application No.(s) 75/553,087

B. Trademark registration No.(s) 2,169,328
1,795,159
1,701,968

Additional numbers attached? Yes No

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

Name: TED D. LEE

Internal Address: GUNN, LEE & KEELING

Street Address: 700 N. St. Mary's Street
Suite 1500

City: San Antonio State: TX ZIP 78205

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

TED D. LEE

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:

04/29/1999 JSHBAZZ 00000156 75353087

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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TRADEMARK
REEL: 1889 FRAME: 0967

ASSIGNMENT

WHEREAS, Carl's Sausage Co., a Texas corporation, ASSIGNOR, owns all right, title and interest in the following marks:

MARK	REGIS. NO./ APPL. NO.	ISSUE DATE/ FILE DATE	GOODS/ SERVICES
CARL'S TASTY SAUSAGE	2,169,328	6/30/98	Uncooked pork sausage sold in packages of not less than one pound units
JAMES'	1,795,159	9/28/93	Sausage
JAMES & Design	1,701,968	7/21/92	Sausage
EDDY'S	75/553,087	9/14/98	Processed meats including pork and beef, namely fresh and smoked sausage

WHEREAS, Eddy Packing Co., Inc., a Texas corporation, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the same marks;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said marks, **together with all the goodwill of the business connected therewith**, and all marks of the United States which may be granted thereon and all renewals thereof; and all forms of industrial property protection, including, without limitation, marks, which may be granted for said marks in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and any and all causes of action for infringement thereof that may have accrued theretofore to ASSIGNOR;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of trademark protection, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

TRADEMARK

REEL: 1889 FRAME: 0968

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said marks, and testify in any legal proceeding, sign all lawful papers, execute all renewal applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said marks in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 13th day of April, 1999.

CARL'S SAUSAGE CO.
A Texas Corporation

Ronald Beeman, President
Ronald Beeman, President

STATE OF TEXAS *
COUNTY OF Dallam *

BEFORE ME, the undersigned authority, on this day personally appeared RONALD BEEMAN, President of Carl's Sausage Co., known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 13 day of April, 1999.



Patricia M. Kaiser
Notary Public, State of Texas
PATRICIA M. KAISER
Printed Name of Notary

Commission Expires: 9-19-2002