

MRO
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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-06-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101030081

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
11 18 98

Conveying Party

Mark if additional names of conveying parties attached

Name Aromati Foodstuff Trading Execution Date
Month Day Year **11 18 98**

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization United Arab Emirates

Receiving Party

Mark if additional names of receiving parties attached

Name Kusha Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 17352 Murphy Ave.

Address (line 2) _____

Address (line 3) Irvine California 92614
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/05/1999 DNGUYEN 00000125 2119452

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(40.00 DP)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1892 FRAME: 0981

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Same as Receiving Party (Kusha Inc., Att. Mr. S. Nayyeri)

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number _____

Name Same as Receiving Party (Kusha Inc., Att. Mr. S. Nayyeri)

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments.

2

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,119,452 _____

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Rahim Torkamani Azar

Name of Person Signing

[Signature]
Signature

14-3-99

Date Signed


ASSIGNMENT OF TRADEMARK

WHEREAS, Aromati Foodstuff Trading organized and existing under the laws of United Arab Emirate and doing business at PO Box 17062, Dubai, United Arab Emirates, has adapted and has used in its business the mark "KUSHA AND DESIGN" and is owner of registration No. 2,119,452 registered in the United States patent and trademark office on December 9, 1997 and whereas Kusha Inc., a corporation dully organized and existing under the laws of the State of California, located and doing business at 17352 Murphy Ave., Irvine CA 92614, is desirous of acquiring said mark and said registration.

NOW, THEREFORE, in consideration of and in exchange for the sum of 10 dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Aromati Foodstuff Trading does sell, assign, transfer and set over the Kusha Inc. the entire right, title and interest in to said mark, together with the goodwill of the business associated with the mark and the registration thereof.

All correspondence should be directed to:

Attn: Siavoush Nayyeri
Kusha Inc.
17352 Murphy Ave.
Irvine, CA 92614
Phone: (949)250-1522

Aromati Foodstuff Trading By: 
R. Torkamani Azar

Date: 18-11-98

LICENSE AGREEMENT
NUNC PRO TUNC

This Trademark License Agreement Nunc Pro Tunc is made as of the date below, to be effective as of March 17, 1993, nunc pro tunc.

WHEREAS AROMATI FOODSTUFF TRADING, a partnership located and doing business at P. O. Box 13405, Dubai, United Arab Emirates, represents that it is the owner of United States Trademark Registration No. 1,764,711 for the trademark "AFTAB AND DESIGN"; and

WHEREAS KUSHA, INC., a corporation duly organized and existing under the laws of the State of California, located and doing business at 92 Corporate Park # C-157, Irvine, California 92714, represents that it is desirous of using the trademark "AFTAB AND DESIGN" for rice; and

WHEREAS KUSHA, INC. represents that it has used continuously in commerce the said trademark on or in connection with rice with the consent of and under the oversight of AROMATI FOODSTUFF TRADING since February 25, 1993, up until the present date; and

WHEREAS AROMATI FOODSTUFF TRADING represents that it consented to the use of the said trademark by KUSHA, INC. and that the quality of rice on which the said trademark was used satisfactory to it; and

WHEREAS AROMATI FOODSTUFF TRADING represents that it is willing to grant an exclusive license to KUSHA, INC. to use the said trademark for rice ;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties which are herein contained and the sum of ten Dollars (\$10.00) herewith paid by KUSHA, INC., hereinafter referred to as "Licensee", to AROMATI FOODSTUFF TRADING, hereinafter referred to as "Licensor", the receipt and sufficiency of which is hereby acknowledged, the parties hereby and herewith mutually covenant and agree as follows:

1. Licensor hereby grants a royalty-free exclusive license to Licensee to use in the United States of America and Canada, its territories and possessions, the said trademark hereinafter referred to as the "Trademark", for use on and in connection with rice, hereinafter referred to as the "Goods".

2.a. Licensor shall maintain qualities of the Goods sold under the Trademark commensurate with the business positions of the parties involved. Licensor reserves the right to inspect the qualities of the Goods sold under the Trademark to ensure that the qualities are as above required and shall maintain adequate control and supervision over the Goods to ensure said quality.

2.b. Licensee will permit duly authorized representatives of the Licensor to inspect, monitor and supervise Licensee's business premises, equipment, operations and actual performance at reasonable times, for the purpose of ascertaining or determining compliance with Paragraph 2.a. hereof.

2.c. All provisions herein relating to Licensor's control and supervision of Licensee are only and solely for purposes of insuring and maintaining the integrity of the Trademark and good will associated therewith and Licensor's rights therein. Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be understood or construed to make Licensor otherwise responsible for or a guarantor of the quality or acceptability of goods or services of Licensee. Licensor assumes no liability to Licensee or to third parties with respect to the performance characteristic of Licensee's goods, and Licensee shall indemnify Licensor against losses incurred to claims of third parties against Licensor involving sale of Licensee's goods.

3.a. Each party shall notify the other of any suspected infringement or suspected violation of the right, title, or interest in or to the Trademark or any related right, when such suspected infringement or suspected violation comes to the attention of the party so discovering same.

3.b. In the event that the Trademark is infringed by a third party, Licensee shall have the first opportunity to sue for infringement and to recover and retain any and all damages. In the event that Licensee does not desire to sue for infringement, it shall notify Licensor promptly that it does not wish to sue for

infringement, and Licensor thereafter will have the right to sue for infringement and retain all damages recovered therefrom. The party bringing the suit shall be responsible for all the costs of the suit.

3.c. In the event of any claim or litigation by a third party challenging the validity of the Trademark, challenging Licensor's or Licensee's rights to use the Trademark, or alleging that the Trademark or the use thereof imitates or infringes or is otherwise in violation of the trademark of said third party, Licensee shall diligently protect and defend itself, Licensor, and the Trademark, at Licensee's sole cost and expense.

3.d. Licensor agrees to maintain the U.S. registration for the Trademark in full force and effect by renewing the registration as required. Licensor and Licensee agree to cooperate in taking the necessary steps to maintain said registrations.

4.a. The license herein granted shall be personal to Licensee and shall not be sold, assigned, or sublicensed by Licensee, either voluntarily or by operation of law, without the express prior written consent of Licensor. Notwithstanding the foregoing, Licensee's rights under this Agreement may be assigned by Licensee to any company acquiring all of its business and assets, or all the capital stock of Licensee, on the condition that Licensee first obtain and deliver to Licensor such assignee's written agreement to assume and be bound by all terms and conditions hereof.

4.b. Licensor shall have the right to assign and convey its entire right, title, and interest in and to this Agreement, and same shall be fully transferable, on the condition that Licensor first obtain and deliver to Licensee such transferee's written agreement to assume and be bound by all obligations of Licensor hereunder and to be bound by all terms and conditions thereof.

5. It is expressly agreed by the parties that AROMATI FOODSTUFF TRADING retains full ownership of said trademark and Registration No. 1,764,711 covering the use of the Trademark on rice. In connection with the use of the Trademark, Licensee shall not in any manner represent that it has any ownership in the

Trademark or registration thereof, and all parties acknowledge that use of the Trademark shall inure to the benefit of the Licensor. Licensee agrees not to do any act or thing the foreseeable consequence of which would be to jeopardize or compromise Licensor's ownership of the Trademark.

6.a. This Agreement shall continue in full force and effect for all periods of time up to midnight of the day which is six years from the effective date of this Agreement, and shall be renewable for like periods upon the mutual agreement of the parties.

6.b. Notwithstanding Paragraph 6.a., either party may terminate this Agreement in the event of a breach hereof by the other; provided, however, that the party breaching shall be notified in writing by the other party of such breach and shall have thirty (30) days from the date of such notification within which to cure the breach. If within such thirty-day period the allegedly breaching party shall notify the other in writing that such allegation is disputed, the running of said thirty-day period shall be stayed pending a final determination on the question of default at issue.

6.c. Notwithstanding Paragraph 6.a., Licensor may terminate this Agreement immediately in the event of 1) the bankruptcy or insolvency of Licensee; 2) the appointment of a receiver for all or any portion of Licensee's assets' or 3) the making by Licensee of an assignment for the benefit of creditors.

7. If any provision of this Agreement be declared invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected.

8. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered or certified mail, or the foreign equivalent thereof, return receipt requested and postage prepaid, addressed to the party to be notified at its address shown below, or at such other address as may be furnished in writing to the notifying party.

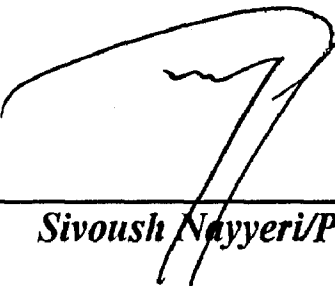
9. This License Agreement is the entire agreement, and supersedes any prior agreement or understandings between two parties.

10. This Agreement is being executed in two (2) counterpart originals. The parties agree that each such original may serve as the original for all purposes for which such may be required, without the necessity of production of or accounting for the other.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below (or if the dates are not the same, as of the later date written below).

KUSHA, INC.
92 Corporate Park # C-157
Irvine, California 92714

Date: 24/3/93

By: 
Sivoush Nayyeri/President

Attest:

(Secretary or Attesting Secretary)

(Corporate Seal)

(Signatures Continue on next page)

AROMATI FOODSTUFF TRADING
P. O. Box 13405
Dubai, United Arab Emirates

Date: 17-3-93

By:



Rahim Torkamani Azar/Partner

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ
Aromati Foodstuff Trading

Attest:

(Witness)