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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership State/Country

Corporation Association Zip Code

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

05/17/1999 JSHABAZZ 00000016 1760831

FOR OFFICE USE ONLY

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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

REEL: 001897 FRAME: 0177

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

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.

#

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1760831"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Tabitha A. LaFarge



5/5/1999

Name of Person Signing

Signature

Date Signed

TRADEMARK AND TRADE NAME ASSIGNMENT

This TRADEMARK AND TRADE NAME ASSIGNMENT (the "Assignment") is made as of the 1st day of April, 1999, by Gonzalez & Tapanes, Inc., a New Jersey corporation now known as Gon-Tapa, Inc. ("Assignor"), and Gonzalez and Tapanes Foods, Inc., a Delaware corporation ("Assignee").

Recitals

A. Assignor has adopted, used and is using a trademark (the "Mark") which is registered in the United States Patent and Trademark Office, Registration No. 1,760,831, dated March 23, 1993;

B. In connection with that certain Stock Purchase Agreement by and among Armando Gonzalez, Cynthia Gonzalez, Gustavo Tapanes, J. Carlos Pena, F. Margarita Pena and Assignee, dated as of January 28, 1999, as the same may be amended (the "Stock Purchase Agreement"), Assignee desires to acquire the Mark and the registration thereof and Assignor agrees to sell, grant, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Mark in the United States, its territories and possessions, and throughout the world together with the goodwill associated therewith; and

Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Mark, including any and all registrations and applications therefor, and all rights to sue and recover for past infringement thereof.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Agreement

Assignment. Assignor hereby sells, grants, assigns, transfer, conveys and delivers to Assignee its entire right, title and interest in, to and under the Mark as it is used in the United States and throughout the world together with the goodwill associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and equipment of its successors, assigns, or other legal representatives.

Further Assistance. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation, maintenance and prosecution of any applications or registrations or any applications for renewal of registrations covering the Mark in the United States and throughout the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with the Mark anywhere in the world, including, but not limited to, testifying as to any facts relating to the trademark assigned herein and this Assignment.

(c) in obtaining any additional trademark, service mark or trade name protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in perfecting the assignment of the Mark, and any applications or registrations covering the Mark, to the Assignee under this Assignment.

Subsequent Payments. If any proceeds of the Mark or any payment thereon is for any reason received by Assignor subsequent to the date hereof, Assignor will remit the same to Assignee immediately in the form in which received, together with all necessary assignments and endorsements.

Stock Purchase Agreement. This Assignment is delivered by Assignor to the Assignee pursuant and subject to and in accordance with the terms and conditions of the Stock Purchase Agreement.

Consent of Assignee. Assignee hereby acknowledges and consents to the assignment by Assignor to Assignee of all of the right, title and interest in the Mark pursuant to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

GONZALEZ & TAPANES, INC., a New Jersey corporation now known as Gon-Tapa, Inc.

By: 

Name: Armando GONZALEZ

Title: President

ASSIGNEE:

GONZALEZ AND TAPANES FOODS, INC.,
a Delaware corporation

By: 

Name: J. CARLOS PENA

Title: exec. v.p.

State of New Jersey)

County of Hudson)

On this 1st day of April 1999, before me personally appeared Amos Lopez, to be personally known, who being by me duly sworn (or affirmed), did say that he is the President of Gonzalez & Tapanes, Inc., a New Jersey corporation now known as Gon-Tapa, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Amos Lopez acknowledged said instrument to be the free act and deed of said corporation. o

Witness my hand and seal this 1 day April, 1999

My commission expires _____

[Signature]
Notary Public - Atty at Law in New Jersey

State of New Jersey)
County of Hudson)

On this 15th day of April 1999, before me personally appeared J. CARLOS PEÑA, to be personally known, who being by me duly sworn (or affirmed), did say that he is the E. Vicepres of Gonzalez and Tapanes Foods, Inc., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. CARLOS PEÑA acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day April, 1999
My commission expires _____



Notary Public

WILLIAM J. BOWE
Attorney At Law Of New Jersey