

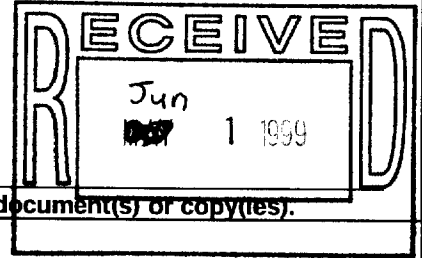
06-03-1999

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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

Name  Execution Date  
Month Day Year

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)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

06/02/1999 DNGUYEN 00000209 0892251

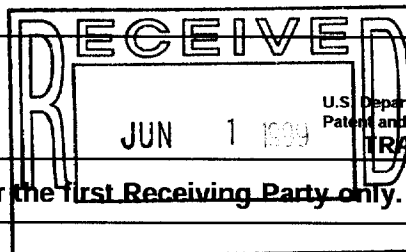
FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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. 20503  
TRADEMARK

REEL: 001905 FRAME: 0370



**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="0892251"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1264414"/>	<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.

Mitchell C. Regenstreif Mitchell C. Regenstreif May 20, 1999  
 Name of Person Signing Signature Date Signed

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** dated and effective as of April 2, 1999 ("Assignment"), is executed by **BAKER PRODUCE SOUTH, INC.**, a Washington corporation ("Assignor"), in favor of **PROGRESSIVE PRODUCE CORPORATION**, an Ohio corporation ("Assignee"), with reference to the following Recitals:

### RECITALS

**WHEREAS**, Assignor has adopted, used and is using, and owns all right, title and interest in, to and under the following two (2) identified trademarks, including associated registrations thereof in the United States Patent and Trademark Office: (1) "State of California Bakersfield & Map Design", Registration Number 892,251, renewed June 2, 1970, and (2) "No Problem", Registration Number 1,264,414, issued January 17, 1984 (trademarks (1) and (2), and the associated registrations of such trademarks are collectively referred to herein as the "Trademarks");

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 2, 1999, by and between Assignor, as seller, and Assignee, as purchaser ("Asset Purchase Agreement"), pursuant to which Assignor is selling all of the assets of the Business except for the Excluded Personal Property (as such terms, and all other initially capitalized terms herein, not otherwise defined herein, are defined in the Asset Purchase Agreement;

**WHEREAS**, pursuant to Section 2.5(a)(viii) of the Asset Purchase Agreement, Assignor has requested that Assignee execute and deliver this Assignment at the Closing under Asset Purchase Agreement in order to vest in Assignee good and marketable title to the Trademarks and all of the goodwill of the Business, including the goodwill associated with the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Trademarks, together with all of the goodwill of the Business, including the goodwill of the Business symbolized by the Trademarks.

Pursuant to Section 8.10 of the Asset Purchase Agreement, Assignor acknowledges and agrees that all of the agreements, covenants, representations and warranties contained in the Asset Purchase Agreement shall survive the Closing under the Asset Purchase Agreement, including the execution and delivery of this Assignment, and shall not be merged into this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first above written.

**ASSIGNOR:**

**BAKER PRODUCE SOUTH,**  
a Washington corporation

By: Frank Tieg

Name: FRANK Tieg

Title: Pres

LAW OFFICES  
**LINER YANKELEVITZ SUNSHINE  
WEINHART & REGENSTREIF LLP**  
3130 WILSHIRE BOULEVARD, SECOND FLOOR  
SANTA MONICA, CALIFORNIA 90403-2300  
TELEPHONE (310) 453-5900  
FACSIMILE (310) 453-5901

May 25, 1999

**CERTIFIED MAIL, RETURN-RECEIPT REQUESTED**

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

Re: Recordation of Assignment of Trademarks

Dear Sir or Madame:

Enclosed is Form PTO-1618A, and a related fully-executed Assignment of Trademarks relating to trademarks registered under numbers 0892251 and 1264414. Please record and register these two assignments and return to our office a conformed copy of the file-stamped documents in the enclosed self-addressed envelope. Please telephone me at your earliest convenience. Thanks.

Very truly yours,

LINER YANKELEVITZ SUNSHINE  
WEINHART & REGENSTREIF LLP

By



Michael H. Rudolph

cc: Mitchell C. Regenstreif, Esq.

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RECORDED: 06/01/1999

TRADEMARK  
REEL: 001905 FRAME: 0374