

Ad 7/7/99

**Sutherland
Asbill &
Brennan LLP**

ATTORNEYS AT LAW

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U.S. Patent & TMO/TM Mail Rcpt Dt. #64

07-09-1999



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June 21, 1999

US PATENT &
TRADEMARK OFFICE
1999 JUN 21 P 4: 54
TRADEMARK FEE PROCESS.
RECEIVED

BY HAND

BOX ASSIGNMENT

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

Re: Assignment
Conveying party: Garcia Canning Company, Inc.
Receiving party: Cherokee Products Company

Dear Sir:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05 (d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed "Assignment" as set forth in paragraph 4:

- 1) Name of conveying party: Garcia Canning Company, Inc., a Florida corporation.
- 2) Name and address of receiving party: Cherokee Products Company, a Georgia corporation, located and doing business at 1664 Highway 22 East, Haddock, Georgia 31033, U.S.A.
- 3) Nature of Conveyance: Assignment. Deed of Assignment attesting to the assignment, as of June 7, 1999, is attached.
- 4) Please record the Deed of Assignment, reflecting the assignment from Garcia Canning Company, Inc., against the trademark registrations identified in Schedule A attached hereto.

07/09/1999 DNGUYEN 00000050 2137429

01 FC:481
02 FC:482
03 FC:998

40.00 OP
100.00 OP
5.00 OP

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Atlanta ■ Austin ■ New York ■ Tallahassee ■ Washington, DC

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REEL: 001924 FRAME: 0647

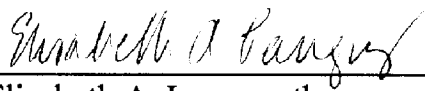
- 5) Name and address of party to whom correspondence concerning document should be mailed:

Elisabeth A. Langworthy, Esq.
Sutherland, Asbill & Brennan LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415

- 6) Total number of trademark registrations against which to record the Assignment: five (5).
- 7) Total fee enclosed: \$145.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) 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.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN LLP

By: 
Elisabeth A. Langworthy

Enclosures

Total number of pages including cover sheet, attachments, and documents: 7 (including duplicate cover sheet and check)

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>
GARCIA'S	2,137,429
MISS LIL'S	1,213,372
GARCIA'S (Stylized)	1,094,646
GARCIA'S	650,610
GARCIA'S (Stylized)	562,464

DEED OF ASSIGNMENT

THIS ASSIGNMENT is made as of the 7th day of June 1999, between Garcia Canning Company, Inc., a corporation organized under the laws of Florida, with its principal place of business at 4301 N. Trask Street, Tampa, Florida 33614, U.S.A. ("the Assignor"), and Cherokee Products Company, a corporation organized under the laws of Georgia, with its principal place of business at 1664 Highway 22 East, Haddock, Georgia 31033, U.S.A. ("the Assignee").

WHEREAS, the Assignor uses and owns all right, title and interest in and to the trademarks identified in Schedule A attached hereto (the "Marks"); and

WHEREAS, the Assignee is desirous of acquiring all of Assignor's rights in and to the marks, and any registration or pending application for registration thereof, and the goodwill associated with the marks, as of the date first stated above;

NOW, THEREFORE, in and for consideration of the sum of \$1.00 and other good and valuable consideration the sufficiency of which is acknowledged, Assignor hereby sells, assigns and transfers unto Assignee all right, title and interest in and to the marks with the goodwill of the business concerned in the goods and services for which the Marks are registered, and all rights which Assignor has heretofore enjoyed thereunder, including the right to sue for past infringement, the same to be held and enjoyed by Assignee, its successors and assigns.

The Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be necessary, in the reasonable judgment of Assignee, to evidence or effectuate the foregoing.

Signed sealed and delivered before me
this 7th day of June, 1999:

GARCIA CANNING COMPANY, INC.

By: *Lydia G. Skates Pres*
Name: *Lydia G. Skates*
Title: *President*

This document has been subscribed, affirmed and sworn before me in the county of Hillsborough for the state of Florida on the 7th day of June, 1999.

[Handwritten Signature]
(Signature and seal of Notary)

My commission expires on _____



Geoffrey Todd Hodges
MY COMMISSION # CC518360 EXPIRES
April 3, 2000
BONDED THRU TROY FAIN INSURANCE, INC.



Geoffrey Todd Hodges
MY COMMISSION # CC518360 EXPIRES
April 3, 2000
BONDED THRU TROY FAIN INSURANCE, INC.