

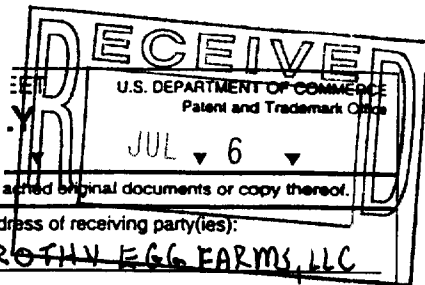
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07-09-1999

FORM PTO-1584  
1-31-92



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To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

DOROTHY LOUGH

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: MAY 27, 1999

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

Name: DOROTHY EGG FARMS, LLC

Internal Address: POST OFFICE BOX 42

Street Address:

City: WENTHROP State: ME ZIP: 04343

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LIMITED LIABILITY CO.

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,369,308

Additional numbers attached?  Yes  No

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

Name: MARCUS GRYGIEL & CLEGG

Internal Address: 100 MIDDLE STREET

EAST TOWER

PORTLAND, ME 04101

Street Address: 100 MIDDLE STREET

EAST TOWER

City: PORTLAND State: ME ZIP: 04101

6. Total number of applications and registrations involved: 01

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.

*Andrew J. Zolieve*

Name of Person Signing

Signature

July 1, 1999

Date

ANDREW J. ZOLIEVE, ESQ.

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:

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

40.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

07/08/1999 MTHAI1 00000150 1369308

01 FC:481

Schedule 1

Trademark

Registration Number

Registration Date

Grandpa's

1,369,308

November 5, 1985

DOROTHYEGG-REL

TRADEMARK  
REEL: 001925 FRAME: 0022

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, made effective this 27<sup>th</sup> day of May, 1999, by and between DOROTHY LOUGH, a resident of Maine, with an address in Winthrop, Maine (the "Assignor"), and DOROTHY EGG FARMS, LLC., a Maine limited liability company, with its principal place of business in Winthrop Maine (the "Assignee").

WHEREAS Assignor has adopted and is using certain marks set forth below to identify Assignor as the source of her egg and related dairy products and services; and

WHEREAS Assignee desires to acquire such marks.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties, in intending to be legally bound hereby, agree as follows:

### 1. DEFINITIONS.

1.1. Trademark: any word, name, symbol or device, or combination thereof, used by a person to identify and distinguish his or her goods or services, including unique products or services, from those manufactured or sold by others and to indicate the source of the particular goods or services, even if that source is unknown to the consumer public.

2. ASSIGNMENT. Assignor hereby assigns to Assignee all rights, title and interest to and in any and all trademarks owned by Assignor and used in connection with the business known as Dorothy's Egg Farm, including, without limitation, all rights, title and interest to and in the trademarks set forth below in this Section, together with the good will of Assignor's business symbolized by such marks and any registrations thereof or the right to apply therefore.

2.1. GRANDPA'S -- U.S. Registration No. 1,369,308  
Date of Issuance: November 5, 1985

2.2. GRANDPA'S FARM FRESH QUALITY BROWN EGGS

2.3. DOROTHY EGG FARMS

3. CESSATION OF USE BY ASSIGNOR. No later than the effective date of this Agreement, Assignor shall cease and desist any further use of the marks set forth in Section 2 herein on or in connection with the sale or rendering of its goods or services, including the timely removal of any such marks therefrom, unless such continued use is expressly authorized in writing by Assignee hereunder.

4. BREACH. Both parties hereto expressly reserve any and all rights and remedies provided by applicable law to redress any injury caused to that party by the other party, its agents or assigns, including but not limited to, a civil action for injunctive relief, damages and attorneys fees.

5. ENTIRE AGREEMENT; MODIFICATION. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof, and it may not be amended, modified or supplemented in any respect other than by a subsequent written agreement entered into by both parties hereto.

6. CHOICE OF LAW. Interpretation and disputes relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals the day and year hereinbefore written.

WITNESS:

Patricia Sott

Dorothy Lough  
Dorothy Lough, Assignor

DOROTHY EGG FARMS, LLC.

Patricia Sott

Fran Lough  
Fran Lough, Member

RELEASE AND REASSIGNMENT OF  
TRADEMARKS AND TRADEMARK APPLICATIONS

Reference is hereby made to that certain Patent and Trademark Security Agreement, dated as of July 25, 1997, executed by Dorothy L. Lough, an individual, doing business as Dorothy Egg Farms ("Grantor"), in favor of COAST BUSINESS CREDIT, a division of Southern Pacific Thrift & Loan Association (now known as COAST BUSINESS CREDIT, a division of Southern Pacific Bank) ("Coast"), which was recorded in the United States Patent and Trademark Office on October 14, 1997, at Reel 1644, Frame 0061 (the "Agreement") and pursuant to which Grantor assigned and granted to Coast a security interest in and to all of Grantor's right, title and interest in and to certain trademarks, including those trademarks specifically listed on Schedule 1 attached hereto (the "Marks") and the goodwill associated therewith; and

WHEREAS, Coast wishes to release, retransfer and reassign to Grantor, without representation or warranty, all of Coast's right, title and interest in and to the Marks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Coast hereby releases, retransfers and reassigns to Grantor, without representation or warranty, all of Coast's right, title and interest in and to the Marks and the goodwill associated therewith.

IN WITNESS WHEREOF, Coast has executed this Release and Reassignment of Registered Trademarks and Trademark Applications as of this 2<sup>nd</sup> day of June, 1999.

COAST BUSINESS CREDIT, a division of Southern Pacific Bank, formerly known as COAST BUSINESS CREDIT, a division of Southern Pacific Thrift & Loan Association, a California corporation ("Coast")

By: Karen Sperry  
Title: VP

DOROTHYEGG-REL