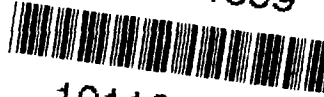


8-30-99

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

09-02-1999



101132975

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name McLane Company, Inc.

6 21 1999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name MarketFare Foods, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 7177 Airport Boulevard

Address (line 2) _____

Address (line 3) Tempe _____

Texas

76502

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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.)

09/01/1999 DNGUYEN 00000312 7:57:397

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
725.00 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: 001952 FRAME: 0055

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

214 855-8331

Name

Linda M. Merritt

Address (line 1)

Fulbright & Jaworski L.L.P.

Address (line 2)

2200 Ross Avenue, Suite 2800

Address (line 3)

Dallas, Texas 75201

Address (line 4)

Pages

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

#

10

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)

75/575,397

75/576,503

0,960,064

0,961,608

1,246,533

75/576,847

75/639,925

1,275,428

1,286,250

1,294,751

75/576,887

75/687,241

1,308,220

1,391,003

1,394,253

Number of Properties

Enter the total number of properties involved.

#

30

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

765.00

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:

#

06-2380

Authorization to charge additional fees:

Yes

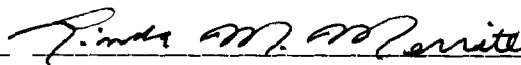
No

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.

Linda M. Merritt

Name of Person Signing



Signature

8/26/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

McLane Foods, Inc.

6 21 1999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Texas

Receiving Party

Enter Additional 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

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1,394,254	1,398,746	1,400,601
1,422,133	1,469,228	1,528,508
1,912,702	1,936,153	2,056,322
2,080,937	2,147,807	2,162,959
2,179,710	2,206,240	2,220,617

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY, dated effective June 21, 1999, is entered into by and among MarketFare Foods, Inc., a Delaware corporation ("Purchaser"), McLane Foods, Inc., a Texas corporation ("Company"), McLane Company, Inc., a Texas corporation and the sole stockholder of the Company ("Seller"), and Company and Seller on behalf of each Affiliate thereof.

WITNESSETH:

WHEREAS, Seller, Company and Purchaser have entered into an Asset Purchase Agreement dated as of May 28, 1999 (the "Purchase Agreement"), providing, among other things, for the sale by Seller, Company and their Affiliates and the purchase by Purchaser of the Transferred Property (as defined herein); and

WHEREAS, in order to effectuate the sale and purchase of the Transferred Property as aforesaid, Company and Seller and each of them on behalf of their applicable Affiliates are executing and delivering this Assignment.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Seller hereby act and agree as follows:

1. Capitalized Terms. Capitalized terms used in this Assignment will have the meanings set forth in the Purchase Agreement (as hereinafter defined).

2. Assignment.

a. Company and Seller for themselves and on behalf of their Affiliates hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN, BARGAIN, DELIVER, and RELINQUISH exclusively to Purchaser, in perpetuity, all of their right, title, and interest in and to all Intellectual Property Rights relating to, or used in connection with, the Business and all Intangible Assets (collectively, the "Transferred Property"), which includes, without limitation, the following:

i. all trademark and service mark interests (including the goodwill of the business represented thereby) relating to, or used in connection with or in the conduct of, the Business, which trademark interests are shown on Exhibit A; and

ii. all copyright interests owned or claimed by Company, Seller or any of the Affiliates pertaining to the software known as the "Foods Distribution Program".

b. Company and Seller for themselves and on behalf of their Affiliates hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN, BARGAIN, DELIVER and RELINQUISH exclusively to Purchaser their rights, interests, entitlements and obligations in and to all licenses and other agreements relating to the Transferred Property, which includes, without limitation, the licenses and other agreements shown on Exhibit B.

3. Further Assurances. As and when requested by Purchaser from time to time, Company and Seller and their Affiliates shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment or any related provision of the Purchase Agreement.

4. Acknowledgment of Rights. Subject to Section 7.8 of the Purchase Agreement, in furtherance of this Assignment, Company and Seller for themselves and on behalf of their Affiliates hereby acknowledge that, from and after the effective date of this Assignment, Purchaser has acceded to all of their right, title, and standing to:

a. Receive all rights and benefits pertaining to the Transferred Property.

b. Institute and prosecute all suits and proceedings and take all actions that Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title or interest assigned hereunder.

c. Defend and compromise any and all such actions, suits, or proceedings relating to any right, title, interest assigned hereunder, and perform all other such acts in relation thereto as Purchaser, in its sole discretion, deems advisable.

d. Register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Property, including (without limitation) patent, copyright and trademark protection.

5. Waiver. Company and Seller for themselves and on behalf of their Affiliates hereby waive and relinquish any and all rights which they may have to any utilization of the Transferred Property or to object to any use of the Transferred Property by Purchaser.

6. Authorization. Company and Seller hereby represent and warrant to Purchaser that Company and Seller have the absolute and unrestricted right, power and authority to enter into this Assignment on behalf of their Affiliates and to bind their Affiliates as contemplated herein.

7. Incorporation of Certain Provisions of Purchase Agreement. The representations and warranties of the Company and the Seller set forth in Articles 3 and 4 of the Purchase Agreement are hereby incorporated herein by reference and made a part hereof. The indemnification obligations of the parties set forth in Article 9 of the Purchase Agreement shall, as provided in the Purchase

Agreement, survive the execution and delivery of this Assignment and the consummation of the transactions effected hereby and thereby. Nothing contained herein is intended to enlarge or diminish the covenants, representations, warranties or indemnification obligations regarding the Transferred Property contained in the Purchase Agreement or the time periods which such representations, warranties, covenants or indemnification obligations shall survive the Closing, which covenants, representations, warranties and indemnification obligations shall survive the execution and delivery of this Assignment as set forth in the Purchase Agreement.

8. Controlling Agreement. It is contemplated that Company and Seller and their Affiliates may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Properties. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

10. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts-of-law rule or principle which might refer same to another jurisdiction.

11. Successors and Assigns. This Assignment shall bind Company, Seller, each of their Affiliates and their successors and assigns and inure to the benefit of Purchaser and its successors and assigns.

12. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[signatures on following pages]

This Assignment and Transfer of Intellectual Property is executed effective as of the date first set forth above.

MCLANE FOODS, INC.

By: James L. Kent
James L. Kent, Senior Vice President

THE STATE OF TEXAS

§
§
§

COUNTY OF BELL

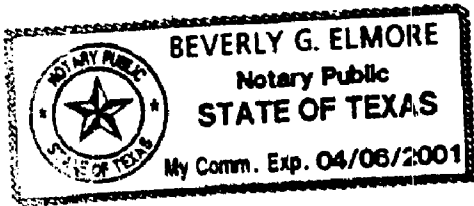
This instrument was acknowledged before me on the 17th day of June, 1999 by James L. Kent, Senior Vice President of McLane Foods, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Beverly G. Elmore
Notary Public in and for
the State of Texas

Beverly G. Elmore
(Printed Name of Notary)

My commission expires: 4-6-2001



MCLANE COMPANY, INC.

By: James L. Kent
James L. Kent, Senior Vice President

THE STATE OF TEXAS

§
§
§

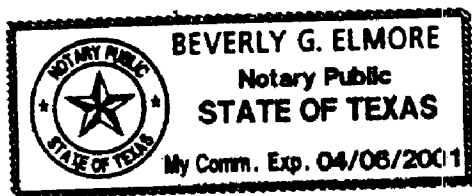
COUNTY OF BELL

This instrument was acknowledged before me on the 17th day of June, 1999 by James L. Kent, Senior Vice President of McLane Company, a Texas corporation, on behalf of said corporation.

(SEAL)


Beverly G. Elmore
Notary Public in and for
the State of Texas

Beverly G. Elmore
(Printed Name of Notary)



My commission expires: 4-6-2001

MARKETFARE FOODS, INC.

By: 
Reed Iwami, President

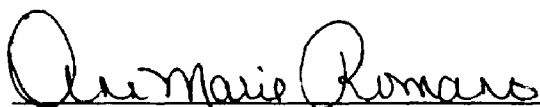
THE STATE OF ~~TEXAS~~ ^{Virginia}
~~CITY~~ ^{City} OF Fredericksburg

§
§
§

This instrument was acknowledged before me on the 15 day of June, 1999 by Reed Iwami, President of MarketFare Foods, Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)




Notary Public in and for
the State of ~~Texas~~ Virginia

Annmarie Romano
(Printed Name of Notary)

My commission expires: My Commission Expires January 31, 2001

Exhibit A

Trademark Interests

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
United States	Aunt Bea's	1286250
United States	Avalanche	1398746
United States	Avalanche Dog Design	1400601
United States	Deli Pride and Design	1294751
United States	Festitos	1912702
United States	High Plains	2147807
United States	Italini	1394254
United States	Italini and Design	1394253
United States	Lady in Apron Design	1275428
United States	Old Sante Fe (Stylized)	1391003
United States	Pizza Grande	1422133
United States	Quick Eats	2162959
United States	Sandito	1246533
United States	Sausawrap	1936153
United States	Smiley Face Design	1308220
United States	Smileys	960064
United States	Smileys	961608
United States	Southern Acres	1528508
United States	Super Tato	1469228
United States	Takeouts Select	2179710
United States	Oven-In-A-Bag	2206240
United States	Round Street	2056322
United States	Smiley's All Stars	2220617
United States	Today's Market & Design	2080937
Canada	Italini	386433
Canada	Smiley's	197880
Canada	Smiley's Sandwich and Design	197883

Common Law Trademarks

<u>Country</u>	<u>Trademark</u>
United States	Crunch Mellow
United States	Sanditos-design
United States	Sonritos
United States	Build-a-Sandwich
United States	Colonial
United States	Design - Marshmallow Man
United States	Design - Rising Sun
United States	Pita the Great
United States	Taterlan Crispy Fries
United States	Design - Arrow (without Stylized Southland "S")
United States	All-Stars

Possible State Registrations

<u>Mark</u>	<u>States of Registration</u>
Deli Fresh****	Colorado, Idaho, Washington, Arizona
Deli Pride****	Nevada, Utah, Arizona, Colorado, Idaho, Montana, Oklahoma, Oregon, Washington, Alabama, Alaska, California, Florida, Georgia, Louisiana, Missouri, Mississippi, New Mexico, Texas, Virginia, West Virginia, Wyoming

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>
United States	Breakfast-In-A-Mint***	75/575397
United States	Deli Fresh***	75/576503
United States	Deli-In-A-Mint***	75/576887
United States	Lunch-In-A-Minit***	75/576847
United States	Sonritos	75/639925
United States	Cool Hot Chocolate	

*** Company and Seller have informed Purchaser that Seller received Office Actions from the Patent and Trademark Office stating that the examining attorney objected to registration on the basis that the marks are merely descriptive. No further action has been taken and a response must be filed with respect to all of such marks by September 5, 1999 to avoid abandonment.

**** These registrations were in effect when Company acquired the marks from Circle K. Company and Seller do not make any representation or warranty with respect to the status, validity or enforceability of these registrations.

Exhibit B

Licenses & Other Agreements

I. Company or Seller as Licensee:

<u>Trademark</u>	<u>Licensor</u>	<u>Effective Date</u>
Big Un	The Southland Corporation	11/29/92
Casa Buena	The Southland Corporation	11/29/92
Deli Shoppe	The Southland Corporation	11/29/92
Egg Hamlette	The Southland Corporation	11/29/92
Truck Stopper	The Southland Corporation	11/29/92
Slurpee	The Southland Corporation	11/29/92
Slurpee Light	The Southland Corporation	11/29/92
7-Eleven and Design	The Southland Corporation	11/29/92
Double Whammy	The Southland Corporation	11/29/92
Get Ilot	The Southland Corporation	11/29/92
Deli-Central	The Southland Corporation	6/24/96
Del Monte	Del Monte Corporation	2/10/99
Del Monte and shield design		
Wild Blueberry Association of North America, Inc. licensing certification mark	Wild Blueberry Association of North America, Inc.	4/30/98
Chiquita name & logos	Chiquita Brands, Inc.	5/1/98
Pace & Sunburst Design	Pace Foods, a division of Campbell Soup Co.	8/6/97
Bull's Eye name and design	Kraft Foods, Inc. (sales to Sam's Club)	undated
Bull's Eye name and design	Kraft Foods, Inc. (sales to Winn Dixie)	8/13/97
Sadler's Smokehouse and logo	Sadler's Smokehouse	not dated
Hormel Hormel and design	Hormel Foods, LLC	5/19/99

II. Company or Seller as Licensor:

<u>Trademark</u>	<u>Licensee</u>	<u>Effective Date</u>
Takeouts	Hormel Foods Corporation	11/12/96
All-Stars	Kraft Foods, Inc.	4/16/98
Round Street	Scott T. Motsinger	3/1/99
Avalanche	Convenience Store Specialists, Inc.	1/23/97
Avalanche	Convenience Beverage Systems	
Avalanche	Lebo Foods	
Certain trademarks of Company and Seller	The Southland Corporation	6/24/96

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