FORM PTO-1594
(Rev. 6-93)
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10-07-1999

101163164

RM COVER SHEET
RKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARK FEE PROCESS.
RECEIVED

To the Honorable Cor. ease record the attached original documents or copy thereof.

1. Name of conveying party(ies):
WELLS FARGO BANK, NATIONAL ASSOCIATION
245 Los Robles Avenue, Suite 600
Pasadena, CA 91101

☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other _____

MRD 9-29-99

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

2. Name and address of receiving party(ies)
Name: **FOOTHILL CAPITAL CORPORATION**
Internal Address:
Street Address: **11111 Santa Monica Blvd., Suite 1500**
City: **Los Angeles** State: **CA** ZIP: **90025-3333**

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
■ Corporation-State **California**
☐Other _____

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

3. Nature of conveyance:
■ **Assignment**
☐ Security Agreement
☐ Other _____

Execution Date: **July 31, 1999**

09-29-1999
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
Bravo
B. Trademark Registration No.(s)
Axis (Reg. No. 2,086,183)

Additional numbers attached? ■ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____
Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) ..... $ 390.00

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
20-0052
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/05/1999 MTHAI1 00000227 200052 2086183
01 FC:481 40.00 CH
02 FC:482 350.00 CH

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.

MR. SIGI HINOJOSA
Name of Person Signing
Christine E Wilson
Signature
September 27, 1999
Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARKS

Schedule A-1

Trademark	Reg. No.	Reg. Date
Design Only	2,216,167	1-5-99
Axis	2,086,183	8-5-97
Senor and Design	1,964,875	4-2-96
Senor	1,964,874	4-2-96
Just Ripe	1,887,996	4-4-95
Black Pearls	1,808,568	11-30-93
Deli Olives	1,558,255	9-26-89
Early California	1,034,420	2-24-76
Musco and Design	874,806	8-12-69
Franciscan and Design	834,856	9-5-67
Early California Foods Inc. and Design	805,298	3-8-66
Early California	791,108	6-15-65
Franciscan and Design	772,449	6-30-64
Early California	396,011	6-23-42
Grandee	160,576	10-24-22

PENDING

Trademark	Serial Number	Date Filed
Zesti Olives		
Bravo		

ASSIGNMENT

This Assignment granted on this 31st day of July, 1999, by WELLS FARGO BANK, NATIONAL ASSOCIATION ("Assignor") to FOOTHILL CAPITAL CORPORATION, a California corporation ("Assignee"), as follows:

WITNESETH

WHEREAS, Musco Olive Products, Inc., a California corporation (the "Company") has heretofore assigned and granted to Assignor an interest in certain U.S. trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses (collectively, the "Marks") more particularly set forth on Schedule A-1 attached hereto pursuant to that certain Trademark Security Agreement between the Assignor and the Company dated September 30, 1998, as amended by First Amendment to Trademarks Security Agreement, dated October 27, 1998, duly recorded on November 12, 1998, at Trademark Reel 1812, Frame 0547 in the United States Patent and Trademark Office (the "Security Agreement");

WHEREAS, the Assignor wishes to assign all of its right, title and interest in and to the Marks arising under the Security Agreement to the Assignee and to assign all of Assignor's liens, claims and encumbrances respecting the Marks (collectively, the "Rights").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby assigns transfers and delivers its entire right, title and interest, including all rights of action and damages for past infringement, in and to the Marks, together with the goodwill of the business in connection with which said Marks are used or as symbolized thereby, the registration for such of said Marks as are registered the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, licensees or other legal representatives.

IN WITNESSETH WHEREOF, the undersigned, by and through this instrument to be executed on the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION
("Assignor")

By: _____
Name: MARK GOLD
Title SR. Counsel

AGREED TO AND ACCEPTED:

MUSCO OLIVE PRODUCTS, INC.,
a California corporation

By: _____
Name: Nicholas Musco
Title President

MUSCO1.TMA

TRADEMARKS

Schedule A-1

Trademark	Reg. No.	Reg. Date
Design Only	2,216,167	1-5-99
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