

11-09-1999



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Form PTO-1594

6-93 **MRO 11. 3. 99**
OMB No. 0651-0011 (exp. 4/94)

RECC



COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents

11-03-1999

Attached original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rpt Dt. #31

1. Name of conveying party(ies):

Fantastic Foods, Inc.

- Individual Association
- General Partnership Limited Partnership
- Corporation-State - California
- Other _____

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

Name of receiving party(ies):

Name: Cascadian Farm, Inc.

Internal Address: _____

Street Address: 719 Metcalf Street

City: Sedro-Woolley State: WA ZIP: 98284

3. Nature of conveyance:

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

Execution Date: July 31, 1998

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Washington
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/340,508

Additional numbers attached? Yes No

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

Name: John A. Bacon

Internal Address: Baker & McKenzie

Suite 3500

Street Address: 130 East Randolph Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):\$ 40.00 **E**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-0400

DO NOT USE THIS SPACE

75340508

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.

John A. Bacon

Name of Person Signing

John A. Bacon
Signature

Nov. 1, 1999
Date

Total number of pages including cover sheet, attachments, and document: 3

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TRADEMARK

REEL: 001986 FRAME: 0271

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made from Fantastic Foods, Inc., a California corporation, located and doing business at 1250 N. McDowell Boulevard, Petaluma, California 94954 (hereinafter "Assignor"), to Cascadian Farm, Inc., a Washington corporation, located and doing business at 719 Metcalf Street, Sedro-Woolley, Washington 98284 (hereinafter "Assignee").

WHEREAS, Assignor claims and warrants that it owns all rights, title and interest of every kind, nature or description in and to the trademark **VEGGIE QUICK STARTS** (hereinafter "the Mark"), including the U. S. application therefore, namely, Serial No. 75/340,508, filed on August 13, 1997 (hereinafter "the Application"), and that portion of the business to which the marks pertain, all goodwill of the business pertaining thereto, all rights to use and register the Mark or collect royalties for the licensing thereof, and all claims for infringement thereof (hereinafter "All Rights in the Mark"); and,

WHEREAS, Assignor and Assignee wish for Assignee to acquire All Rights in the Mark and the Application, including that portion of the business to which the Mark pertains, and all good will of the business pertaining thereto.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark, including the entire right, title and interest it may hold in and to the Mark, and all past, present and future registrations and applications therefor, including, but not limited to, the Application, together with the portion of the

business to which the mark pertains with the whole of the good will of the business pertaining thereto. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Mark and damages by reason of past infringement(s) of the Mark, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

In Witness Hereof, Assignor has executed this Assignment to be effective as of the date below.

FANTASTIC FOODS, INC.,
a California corporation

Dated: 7/31/98

By: 
Lawrence Tsai
Vice President, Marketing

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