

01-04-2000



101237060

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MJD 12.17.99

OPR/FINANCE

1999 DEC 17 AM 9:42

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 Assignment.)

01/03/2000 DNGUYEN 00000141 1636261

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
125.00 OP

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. 20331

TRADEMARK

REEL: 002005 FRAME: 0474

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,636,261"/>	<input type="text" value="1,992,643"/>	<input type="text" value="1,966,543"/>
<input type="text" value="2,070,302"/>	<input type="text" value="2,120,413"/>	<input type="text" value="2,186,268"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

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.

Richard G. Corey, President
Saven Corporation



November 23, 1999

Name of Person Signing

Signature

Date Signed

LINE OF CREDIT AND SECURITY AGREEMENT

THIS LINE OF CREDIT AND SECURITY AGREEMENT, dated the 23 day of November, 1999 by and between **SAVEN CORPORATION**, ("Borrower"), a Michigan corporation, and **COREY BROTHERS, INC.**, ("Lender"), a West Virginia corporation.

WHEREAS, Lender has agreed that it shall consider and, at Lender's discretion, make loans to Borrower in an amount not to exceed \$4,000,000 which loans will be evidenced by a promissory note payable to Lender; and

WHEREAS, the parties have agreed that the loans shall be upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in good consideration, the receipt of which is hereby acknowledged, the parties agree and acknowledge as follows:

1. **Loans.** Lender agrees on the terms and conditions hereinafter set forth, to consider requests by Borrower to make loans to Borrower, and at Lender's discretion, to make such loans to Borrower from time to time through April 1, 2000; provided, however that the principal aggregate amount of all loans made by Lender to Borrower shall not exceed \$4,000,000.00 (the "Loan Commitment"). Borrower agrees to pay Lender all loans plus interest in accordance with the terms and conditions of a promissory note of even date herewith. Borrower shall not have any right to reborrow any amounts of principal loaned by Lender and repaid by Borrower. Lender hereby reserves the right upon written notice to Borrower to (i) cancel Lender's obligation to make any

additional loans to Borrower hereunder (ii) to reduce the Loan Commitment, and/or (iii) require the payment of all or any portion of the amounts outstanding or drawn by Borrower under the line of credit. In addition, Borrower shall be required to "clean up" and reduce and maintain the outstanding principal balance of all outstanding borrowings drawn under this Agreement to \$0.00 for a period of not less than thirty (30) consecutive days prior to the stated maturity date of the Note (May 31, 2000).

2. **Promissory Note.** All loans made by Lender under this Agreement shall be evidenced by, and repaid with interest in accordance with, a single promissory note of Borrower in the principal amount of Four Million Dollars (\$4,000,000) dated as of the date of this Agreement, payable to Lender upon the earlier of demand or May 31, 2000, (the "Note") in the form of Exhibit A attached hereto and incorporated herein by reference. The Note requires quarterly payments of interest beginning as of January 31, 2000, and continuing on the same day of each fiscal quarter thereafter.

3. **Manner and Notice of Requesting Loans.** Borrower shall give Lender not less than five (5) business days written, telephone, or facsimile notice that Borrower requests a loan specifying the date and amount of the requested loan. Lender shall consider the request, and at Lender's sole discretion, Lender shall determine whether or not to make the requested loan. If Lender decides not to make the requested Loan, Lender shall give written, telephone, or facsimile notice thereof to Borrower not more than three (3) business days after receiving Borrower's request for the loan.

4. **Security Interest.** As security for the Note and all amounts and obligations due under this Agreement, and all costs and expenses incurred by Lender in the collection and enforcement of the Note and of this Agreement, including any renewal, extension or refinancing of

the Note or this Agreement, and all other amounts and obligations owed by Borrower to Lender under any other agreement or arrangement, Borrower hereby grants Lender a security interest in all of the following property:

(a) All assets and property of the Borrower, regardless of their location, now owned or at any time hereafter acquired by Borrower, of every nature and description, including but not limited to: all goods; all equipment; all materials; all furnishings; all accounts; all chattel paper; all documents; all instruments; all money; all bank accounts; all security deposits; all claims to rebates, refunds or abatements of real estate taxes or any other taxes; all permits and licenses; all signs, brochures and advertising; all machinery; all appliances; all furniture; all fixtures; all supplies; all accounts receivable; all inventory; all contract rights; all goodwill; all awards; all leases; all rights of Borrower under any contract; and all general intangibles of the Borrower; and

(b) All existing and after acquired trademarks, trade names, and copyrights of the Borrower, and all of Borrower's rights therein, including but not limited to the trademarks, trade names and copyrights listed on Exhibit B attached hereto and incorporated herein by reference; and

(c) All records and data relating to any of the property described in this Paragraph, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Borrower's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media, now owned or hereafter acquired; and

(d) All replacements of any of the foregoing, all attachments, accessories and parts belonging thereto, or for use in connection therewith, all proceeds and products thereof, substitutions, repairs and improvements now or hereafter placed thereon or added thereto, or made

in connection therewith, and the benefits and proceeds payable under insurance policies for all of such collateral, including the return of unearned insurance policy premiums, now owned or hereafter acquired.

All of the aforementioned property being hereinafter referred to as the "Collateral".

5. **Loan Origination Fee.** At Closing, Borrower will pay to Lender a loan origination fee of \$7,500.00.

6. **Overline Payments.** If at any time the amount of all loans advanced by Lender to Borrower hereunder should exceed the Loan Commitment, Lender shall promptly notify the Borrower of the overline status of this Agreement. Borrower shall have ten (10) days in which to pay to Lender the amount necessary to reduce the total amount of all loans made by Lender to Borrower hereunder to an amount below the Loan Commitment.

7. **Condition to Initial Loan.** Prior to Lender making any loan to Borrower hereunder, Borrower shall provide to Lender with satisfactory evidence of sales or pending orders for not less than 75% of total finished production units anticipated for delivery to Borrower in connection with its agricultural import program.

8. **Lender's Loan Commitment from Bank One, West Virginia, NA.** Borrower acknowledges that the funds, in whole or in part, with which Lender shall make loans to Borrower hereunder will be obtained from a financing commitment extended by Bank One, West Virginia, N.A. ("Bank One") to Lender. Borrower further acknowledges that it is anticipated that Lender will assign to Bank One all of Lender's right, title and interest in the Note and Borrower's accounts receivable as security for the Bank One financing commitment and upon such assignment Bank One shall be entitled to all rights and privileges of Lender with respect thereto. Borrower hereby consents

to the foregoing assignment. Borrower agrees to cooperate with Lender to the fullest extent necessary to assure compliance with the terms and conditions of the Bank One financing.

9. **No Other Liens.** Borrower agrees that it will not pledge, encumber, hypothecate, grant a security interest in or otherwise permit a lien, attachment, judgment for benefit of any creditor or other lender in connection with any business asset.

10. **Ancillary Agreements.** Contemporaneously with the date of this Agreement, the following has been accomplished:

(a) Borrower has executed and delivered to Lender the Note;

(b) Borrower has executed and delivered to Lender all financing statements necessary to perfect the security interests granted to Lender in a form acceptable to counsel for Lender and Borrower will pay all fees required for filing the same; and

(c) Borrower has delivered to Lender a copy of its corporate resolutions authorizing Borrower to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement, in form and substance acceptable to counsel for Lender.

11. **Representations, Covenants and Warranties of Borrower.** Borrower hereby represents, covenants and warrants that as of the date hereof and as of each date on which Borrower requests the Lender to make a loan hereunder that:

(a) Borrower is a corporation duly organized and existing under the laws of the State of Michigan and is duly qualified and in good standing therein and in every other state or jurisdiction in which it does business.

(b) The execution, delivery and performance of this Agreement are all within Borrower's powers and have been duly authorized by all necessary corporate action.

(c) Borrower has good and marketable title to the Collateral free of all liens, security interests, encumbrances or charges of any nature whatsoever, except for the security interests granted to Lender herein or to Bank One.

(d) Borrower's chief place of business in Michigan is at Suite ^{102 2360} 105, 29501 ~~Greenfield~~ ^{ORCHARD LAKE SULLIVAN LAKE} Road, ~~Southfield~~ MI ⁴⁸⁰⁷⁶ 48076 and in West Virginia at 1410 Lewis Street, Charleston, W. Va. 25321.

(e) The terms of this Line of Credit and Security Agreement and the consummation of the transactions contemplated herein will not conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under Borrower's articles of incorporation, bylaws, or any note, indenture, mortgage, deed of trust or other agreement or instrument to which Borrower is a party or by which it is bound, or any existing law, order, rule, regulation, writ, injunction or decree of any government, governmental instrumentality, agency, body or court having jurisdiction over Borrower or any of Borrower's property.

(f) This Agreement, the Note and all other agreements executed in connection herewith when delivered will be legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms.

(g) There are no material suits, actions, arbitrations or legal or administrative or other proceedings or governmental investigations or inquiries pending or to the best of Borrower's knowledge threatened, against or affecting Borrower, the Collateral, the Note or the transactions contemplated hereby or to which Borrower is a party or a participant.

(h) All tax reports or returns required by law or regulation have been duly filed and all taxes due pursuant thereto have been paid by Borrower.

(i) All of the outstanding accounts receivable and work in progress of Borrower reflected in its financial statements, and all outstanding accounts receivable and work in progress reflected on the books and records of Borrower since that date are, in the case of receivables, generated by bona fide sales to actual customers, and in the case of work in progress, have been created pursuant to bona fide orders from actual customers.

(j) As of the time any accounts receivable are created and become subject to the security interest granted to Lender hereunder, Borrower shall be deemed to have warranted that each and all such receivables and all papers and documents relating thereto are genuine and in all respects what they purport to be; that each and all such receivables are valid and subsisting and arise out of a bona fide sale of goods sold and delivered by Borrower to, or in the process of being delivered to, or out of and for services theretofore actually rendered by Borrower to the obligor or obligors on each and all such receivables; that the amount represented as owing on each and all such receivables is the correct amount actually and unconditionally owing thereon and is not disputed, and, except for penalties customarily imposed as a result of the quality of the produce sold or adjustments made after produce has been actually weighed, is not subject to any set-offs, credits, deductions or countercharges; that Borrower is the owner of each and all such receivables free and clear of all liens, encumbrances and security interests of any nature whatsoever excepting only the security interest of Lender; and that no surety bond was required or given in connection with each and all such receivables or the transaction out of which the same arose.

(k) None of the information relating to Borrower or otherwise disclosed in writing or orally to Lender in connection with the transactions contemplated hereby, contain any untrue statement of fact or omit to state any fact necessary in order to have made the statement therein, in

light of the circumstances under which they were made, not misleading, and which in the aggregate would be materially misleading with respect to such assets and the operations and conditions of Borrower.

12. Affirmative Covenants. So long as any amount due under this Agreement is outstanding or Lender has any commitment under this Agreement, Borrower will:

(a) Furnish to Lender (i) as soon as practicable and in any event within ninety (90) days after the end of each fiscal year of Borrower, the balance sheet and statement of earnings and changes in financial position for the year then ended, compiled, in accordance with generally accepted accounting principles, by an accountant satisfactory to Lender and including a listing of all outstanding debts of Borrower with current maturities and collateral and all contingent liabilities, and stating that on the basis of such review it is not aware of any event of default hereunder on the date of such review and that no condition then exists which with or without the giving of notice or the passage of time, or both, would constitute such an event of default; (ii) on a monthly basis, current financial statements for Borrower; (iii) promptly upon receipt thereof, copies of all reports submitted to Borrower by an accountant (satisfactory to Lender) in connection with each annual review, and (iv) with reasonable promptness, such other reports data, and financial information as Lender may reasonably request;

(b) Continuously throughout the term of this Agreement, at Borrower's sole cost and expense, take such actions as shall be reasonable and appropriate to collect all accounts receivable due Borrower as and when the same are due and to enforce and realize upon any and all security which Borrower may hold for such accounts receivable;

(c) Preserve and maintain its corporate existence and good standing and shall

remain qualified in Michigan and in every other state or jurisdiction in which it conducts business;

(d) Keep and maintain adequate books and records which accurately reflect all financial transactions of Borrower;

(e) Maintain, keep and preserve all of its properties, including the Collateral, necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted;

(f) Maintain insurance on its properties, including the Collateral, and on its business operations with sound and reputable insurance companies against the usual and normal hazards and liabilities with sufficient coverage. A list of all insurance policies maintained by Borrower, the coverage thereof including the type of insurance, limits of liability, the insurer and date of expiration thereof shall be provided to Lender upon Lender's request. Borrower shall provide Lender with full access during normal business hours to all such insurance policies;

(g) Comply in all respects with applicable laws, rules, regulations and orders, including without limitation, paying before the same become delinquent, all taxes, assessments and governmental charges imposed upon Borrower or its properties, unless Borrower is contesting same in good faith and has funded an adequate reserve to protect against the possibility that such contest will not prevail;

(h) Maintain all necessary permits, licenses, authorizations and other governmental approvals to operate and conduct its business;

(i) Promptly give Lender written notice of all actions, suits, proceedings, arbitrations, or governmental investigations or inquiries affecting Borrower or to which Borrower is a party or participant and shall promptly furnish Lender with a copy of all papers and documents

relating thereto;

(j) Promptly notify Lender if Borrower acquires or opens a place of business or moves any substantial part of its assets or property or any of such records to any location other than the addresses set forth in Paragraph 11(d) above and regardless of where such assets, property and records are kept, it is understood and agreed that Lender will at all times have and retain a security interest in all such assets, property and accounts receivables;

(k) Keep substantially all of Borrower's accounts receivable now and hereafter acquired at 1410 Lewis Street, Charleston, West Virginia and keep all records concerning accounts receivables now existing and hereafter acquired at such address;

(l) Keep the Collateral free of all liens and encumbrances;

(m) Accept for delivery only produce and agricultural products which have passed all certifications, customers inspection, licensing, etc. for sale in the United States, F.O.B. transport carrier and shall maintain adequate maritime and perishable goods insurance during overseas transportation; and

(n) Execute such further documents as Lender may request in order to evidence and perfect Lender's security interest in any of the Collateral, including, specifically, executing such assignments of any trademark, trade name or copyright in any office, domestic or foreign, in which such trademark, trade name or copyright may be registered.

13. Negative Covenants. Borrower covenants and agrees that as long as this Agreement is in effect and as long as any loan is outstanding, Borrower will not, without the prior written consent of Lender:

(a) Merge or consolidate with any other entity or reclassify or sell any of its

capital stock;

(b) Sell, transfer, lease, pledge, mortgage, encumber, convey or assign any of Borrower's assets, other than in the ordinary course of Borrower's business; or

(c) Increase Borrower's authorized capital stock or issue to any person or entity any authorized capital stock which, as of the date of this Agreement is not then outstanding.

14. Lender's Right of Inspection. For the purpose of verifying information furnished to Lender by Borrower, and to otherwise assure itself that the Note is not in jeopardy, Lender or its designee shall have the right at any time, upon request, to inspect, during reasonable business hours, any of the business properties or premises of Borrower and all books and records of Borrower.

15. Further Assurances. Borrower agrees to execute from time to time such further instruments and to do such further acts and things that Lender may reasonably require to effectuate the terms of this Agreement and the intent of the parties.

16. Events of Default; Acceleration. The occurrence of any of the following shall constitute an event of default:

(a) Failure to pay as and when due any amount due on the Note or under this Agreement, including any amount necessary to reduce all outstanding loans to below the Loan Commitment;

(b) Any representation or warranty made to Lender herein shall prove, in a material respect in the reasonable opinion of Lender, to have been false on the date as of which made;

(c) Borrower defaults in the performance of any of the covenants, conditions or agreements contained in this Agreement or any other agreements executed with Lender in connection

with the loan;

(d) Lender's financing with Bank One, West Virginia, N.A. has been terminated and Bank One, West Virginia, N.A. has accelerated and demanded payment of all or any portion of the amounts advanced to Lender under said financing.

(e) There shall be filed by or against Borrower, in any court pursuant to any statute either of the United States or of any State, a petition or motion (i) in bankruptcy, (ii) alleging insolvency, (iii) for reorganization, (iv) for the appointment of a trustee or receiver, (v) for an arrangement under the Bankruptcy Code, or if a similar type of proceeding shall be filed or (vi) for conversion to a proceeding under Chapter 7 of the Bankruptcy Code;

(f) Either Richard G. Corey or Robert D. Corey shall cease to be a director of Saven Corporation; or

(g) Corey Brothers, Inc. shall cease to own at least fifty percent (50%) of all of the outstanding common stock of Saven Corporation.

17. **Rights and Remedies on Default.** Upon the occurrence of any event of default hereunder, or at any time thereafter, the unpaid balance of the Note, including any accrued interest, and any other indebtedness of Borrower to Lender hereunder, however evidenced shall, at the option of Lender, be due and payable without notice or demand and immediately upon the occurrence of an event of default hereunder Lender shall be released from all obligations to make any additional loans to Borrower hereunder. Lender shall have all of the rights and remedies provided under West Virginia law, in addition to the rights and remedies provided herein or in any other instrument or document executed by Borrower. Borrower agrees to pay to Lender on demand any and all expenses, including reasonable attorney's fees, incurred or paid by Lender in protecting or enforcing

the obligation of Borrower or any guarantor.

18. Collection of Accounts Receivable. Upon the occurrence of an event of default, Lender shall have the right to collect all accounts receivable owed to Borrower and deposit said collections in a special account established by Lender (the "lock box account"). At Lender's request, Borrower shall notify all customers and other account debtors that payment of all account receivables should be made directly to Lender at 1410 Lewis Street, Charleston, West Virginia, or such other address as Lender shall designate, or by wire transfer to the lock box account. Lender shall apply the amounts deposited in the lock box account first to accrued interest and then to the unpaid principal balance due under the Note. Any excess funds in the lock box account shall be deposited or wire transferred to the Borrower's account. All deposits in the lock box account shall be subject to collection by Lender before any credit is made on the Note or excess funds are delivered to Borrower. Borrower shall have the right, at any time, to inquire to Lender or to the financial institution with whom the lock box account is maintained, as to the balance of the lock box account. If Borrower receives payment of any accounts receivable, Borrower shall, after being notified to do so by Lender, immediately forward such accounts receivable to Lender for deposit in the lock box account. Lender shall have the right to endorse the name of Borrower on all commercial paper given in payment or in part payment of any account receivable.

19. Power of Attorney. Borrower hereby appoints Lender as Borrower's attorney-in-fact, with full power of substitution, to take such actions (on behalf of and in the name of Borrower) as the Lender in its sole and absolute discretion, may deem necessary or desirable to effectuate the terms of this Agreement and Borrower's obligations hereunder. This power of attorney, being coupled with an interest, shall be irrevocable until the Note and all amounts due under this

Agreement have been paid in full. Such power of attorney is provided solely to protect the interests of the Lender. Lender acting as attorney-in-fact shall not be liable for any act, omission, error in judgment or mistake of law, except as the same may result from its gross negligence or wilful misconduct.

20. **Appointment of Receiver.** Upon the occurrence of an event of default, Lender shall also be entitled to request the immediate appointment of a receiver for Borrower to insure prompt repayment of the Loan and compliance with the terms and protections of this Agreement. In the event Lender elects to seek the appointment of a receiver for Borrower, Borrower does hereby expressly consent to the appointment of such receiver. All costs of the receivership shall be borne by Borrower.

21. **Consent to Jurisdiction.** Borrower hereby agrees that any action or proceeding relating in any way to this Agreement and/or any loan made by Lender to Borrower hereunder may be brought and enforced in the Circuit Court of Kanawha County, West Virginia or of the United States District Court for the Southern District of West Virginia, Charleston Division, and Borrower irrevocably submits and waives any right which it may have to object to the jurisdiction of each such court and any appellate court thereof in any action or proceeding arising out of or relating to this Agreement and/or any loan made hereunder, and Borrower irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such State court or federal court. Nothing herein shall affect the right of Lender to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction.

22. **Payment of Legal Fees.** Borrower shall pay all legal fees and expenses incurred by Lender incident to the preparation and review of all loan documents and all legal fees and expenses

incurred by Lender in the execution, enforcement, modification and collection of this Agreement or in connection with the loans made pursuant to this Agreement and the Note. In addition, Borrower shall pay all legal fees and expenses incurred by Lender or which Lender is obligated to pay under the loan documents executed in connection with the Bank One financing, including, but not limited to all legal fees and expenses incurred incident to the preparation and review of the Bank One loan documents and all legal fees and expenses incurred in connection with the execution, enforcement, modification and collection of the loans made by Bank One to Corey Brothers, Inc. All such amounts shall be secured by the Collateral.

23. Cancellation of November 25, 1998 Line of Credit. This Agreement replaces and supersedes all prior financing commitments made by Lender to Borrower, including specifically the financing commitments set forth in the November 25, 1998 Line of Credit and Security Agreement.

24. Waiver. The waiver by any party of any breach of any term or condition of this Agreement or the failure to enforce any provision hereto shall not operate as a waiver of any other provision, nor shall it constitute or be deemed a waiver or release of any other rights, in law or in equity, or claims which any party may have against any other party for anything arising out of, connected with, or based upon this Agreement.

25. Notices. Any and all notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified mail, postage pre-paid to the address below or as otherwise designated in writing by any party.

If to Lender: Corey Brothers, Inc.
1410 Lewis Street
Charleston, WV 25301

With a Copy to: David K. Higgins, Esq.
P.O. Box 1791
Charleston, WV 25326

If to Borrower: Saven Corporation
1410 Lewis Street
Charleston, WV 25301

26. Payment of Borrower's Obligations. In the event Borrower fails to pay or perform any of its obligations to any other party which failure jeopardizes repayment to Lender hereunder or the Collateral securing the Note, Lender may, in its sole discretion, pay or perform said obligations on Borrower's behalf and Borrower shall reimburse Lender on demand for all sums so expended together with interest thereon at the rate applicable to the Note plus two percent (2%) from the date of payment thereof by Lender until so reimbursed by Borrower.

27. Survival of Agreement. All agreements, covenants, representations and warranties made herein shall survive execution of the Note and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.


28. Entire Agreement. This Agreement contains the entire understanding of the parties and may not be modified other than by an agreement in writing signed by each of the parties hereto.

29. Governing Law. This Agreement and all other agreements relating hereto shall be governed by and construed in accordance with the laws of the State of West Virginia.

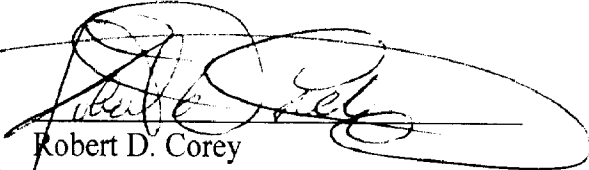
30. Titles. Titles of paragraphs contained in this Agreement are inserted for convenience of reference only; they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first written above.

SAVEN CORPORATION


Richard G. Corey, President

COREY BROTHERS, INC.


Robert D. Corey
Chief Executive Officer

PROMISSORY NOTE

FOR VALUE RECEIVED, SAVEN CORPORATION, a Michigan corporation (the "Borrower"), hereby promises to pay to the order of **COREY BROTHERS, INC.**, a West Virginia corporation, (the "Lender"), on demand, the principal amount of Four Million Dollars (\$4,000,000), or the aggregate unpaid principal amount of all loans made to the Borrower by the Lender pursuant to the Line of Credit and Security Agreement of even date herewith, whichever is less, plus interest on the unpaid principal amount of this Note or the aggregate unpaid principal amount of all said loans, whichever is less, at a rate equal to two percent (2%) above the last rate publicly announced, or published from time to time, by Bank One, West Virginia, N.A., as its prime lending rate. Any change in the interest rate hereunder resulting from a change in the Bank One, West Virginia, N.A., rate shall be effective at the beginning of the day on which such change in the Bank One, West Virginia, N.A. interest becomes effective and shall apply to the outstanding principal balance of this Note.

Accrued interest is due and payable commencing on January 31, 2000, and on the same day of each fiscal quarter thereafter, unless demand is sooner made. Unless demand for payment is sooner made, Borrower shall make a final payment on May 31, 2000, of the outstanding principal balance of this Note, plus all accrued but unpaid interest and any other amounts due under this Note. Interest shall be calculated on the basis of a 365/360 day year. All payments shall be due at 1410 Lewis Street, Charleston, West Virginia 25301 or such other address as Lender may notify Borrower.

The books and records of Lender shall be prima facie evidence of all outstanding principal of and accrued but unpaid interest on this Note.

Borrower may prepay this Note in whole or in part at any time. Any payment in excess of the amount then due will be applied first to any interest that is due and then to the unpaid principal balance of this Note.

The Line of Credit and Security Agreement, among other things, contains provisions for the acceleration of the maturity of this Note upon the happening of certain stated events, as well as provisions requiring the mandatory prepayment, in whole or part, of amounts due under this Note, all upon the terms and conditions specified in the Line of Credit and Security Agreement, the terms and conditions of which are incorporated herein by reference.

Borrower hereby agrees to pay all costs of collection, including reasonable attorney's fees, if this Note is not paid when due and the same is given to any attorney for collection, whether or not civil action is instituted.

Borrower hereby waives its right to presentment, notice of dishonor and protest. This Note is binding upon Borrower and anyone who succeeds to its interest in the Note.

SAVEN CORPORATION

Richard G. Corey, President

ATTEST:

Robert D. Corey, Secretary

SAVEN CORPORATION TRADEMARKS

I. Registered Trademarks

Saven Corporation has secured registration of the following trademarks:

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States	OSO Sweet	1,636,261	Feb. 26, 1991
United States	OSO Sweets	1,966,543	Apr. 9, 1996
United States	OSO Sweet, World's Premier Sweet Onions, and Design	1,992,643	Aug. 13, 1996
United States	OSO Sweets, Worlds Premier Sweet Onions, and Design	2,070,302	June 10, 1997
United States	Design (South American man with llama)	2,120,413	Dec. 9, 1997
United States	OSO Sweet Onions, World's Premier Sweet Onions, and Design	2,186,268	Sept. 1, 1998
Fed. Rep. of Germany	OSO Sweet	395 43 892	Aug. 1, 1996
Benelux	OSO Sweet	576131	June, 1996
United Kingdom	OSO Sweet Onions, World's Premier Sweet Onions, and Design	2071042	May 9, 1996
Norway	OSO Sweet	182318	May 29, 1997

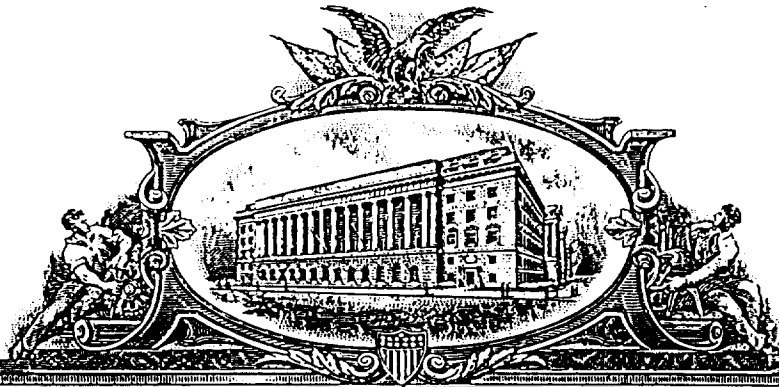
<u>County</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
European Community Trademark ¹	OSO Sweet	000264861	May 12, 1998

II. Pending Trademark Applications

Saven Corporation has submitted the following trademark applications which are currently pending. As available, filing information is attached.

<u>Country</u>	<u>Mark</u>	<u>Number</u>
Japan	OSO Sweet	App. No. HEI 9-158570
South Africa	OSO Sweet	App. No. 97/17176

¹ The European Community Trademark provides trademark protection in the following countries: United Kingdom, Ireland, Germany, France, Benelux (Belgium, Luxemburg and Holland/The Netherlands), Spain, Portugal, Italy, Greece, Sweden, Finland, Denmark and Austria.



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

May 17, 1996

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,636,261 IS CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH REGISTRATION IS IN FULL FORCE AND EFFECT.

REGISTERED FOR A TERM OF 10 YEARS FROM *February 26, 1991*

SAID RECORDS SHOW TITLE TO BE IN:

SAVEN CORPORATION

A CORP OF MI



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

H. Phillips
H. PHILLIPS
Certifying Officer

TRADEMARK
REEL: 002005 FRAME: 0497

Int. Cl.: 31

Prior U.S. Cl.: 46

United States Patent and Trademark Office Reg. No. 1,636,261
Registered Feb. 26, 1991

**TRADEMARK
PRINCIPAL REGISTER**

OSO SWEET

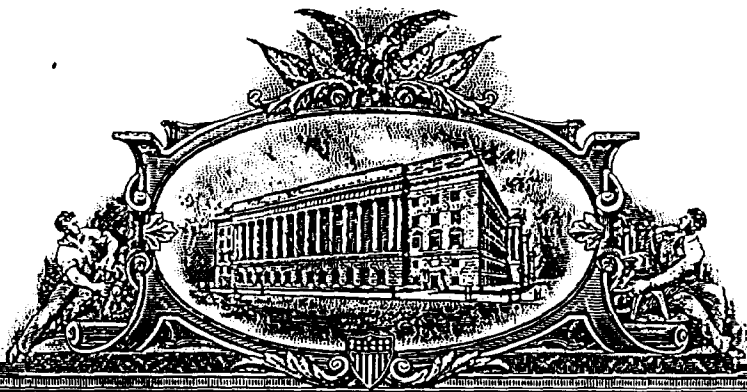
HUSTON PRODUCE, INC. (MICHIGAN CORPO-
RATION)
SUITE 22
271 WOODLAND PASS
EAST LANSING, MI 48823

FOR: ONIONS, IN CLASS 31 (U.S. CL. 46).

FIRST USE 1-31-1990. IN COMMERCE
1-31-1990.

SER. NO. 74-041,989, FILED 3-26-1990.

FRANCINE L. APPLEWHITE, EXAMINING
ATTORNEY



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

June 12, 1996

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS
OF THIS OFFICE OF A DOCUMENT RECORDED ON *April 24, 1993*.



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

M. Griffin

M. GRIFFIN
Certifying Officer

TRADEMARK
REEL: 002005 FRAME: 0499

TRADEMARKS ONLY

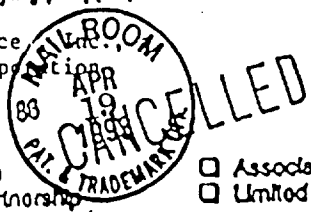
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

(1) Name of conveying party(ies):
 Huston Produce
 Michigan corp

Individual(s)
 General Partnership
 Corporation-State
 Other

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



(2) Name and address of receiving party(ies):
 Name: Saven Corporation
 Internal Address: _____
 Street Address: 571 South Chester
 City: Birmingham State: MI ZIP: 48009

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

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

Merger
 Change of Name

Execution Date: February 23, 1993

(4) Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark registration No.(s) 1,636,261

Additional numbers attached? Yes No

TRADEMARK RECEIVED
 APR 23 PM 2:32
 FILED 63-1

(5) Name and address of party to whom correspondence concerning document should be mailed:
 Name: Linda E. Bloch, Esq.
 Internal Address: Kramer Hellen, P.C.
 Suite 1700
 Street Address: 3000 Town Center
 City: Southfield State: MI ZIP: 48075-1277

(6) Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed (payment remitted on 2/24/93)
 Authorized to be charged to deposit account

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

(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.

Linda E. Bloch, Esq.
 Name of Person Signing

Linda E. Bloch 4/15/93
 Signature Date

Total number of pages comprising cover sheet 10-3

OMB No. 0651-0011 (exp. 4/94)

MAIL ROOM
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R. KRAMER
D. A. WAGNER
D. KELLMAN
LEON M. SCHURBIN
TIMOTHY A. FUSCO
LEO GOLDSTEIN
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SOL M. FRIEDMAN
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THOMAS M. WOODS
STEVEN M. RIVKIN
JULIA D. LEARNED
LAUREN D. HONEY
LINDA E. BLOCH
DAVID E. HART
THOMAS E. TRUSKE

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SOUTHFIELD, MICHIGAN 48078-1277
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FACSIMILE (313) 384-3770

OF COUNSEL
GOVERNOR JAMES J. BLANCHARD
LEWIS B. DANIEL
TOM J. GOLDBERG
MYMAN A. KRAMER
1907-1989
NED HELLEN
1908-1977
*ALSO ADMITTED IN CALIFORNIA
*ALSO ADMITTED IN FLORIDA

February 23, 1993

United States Patent and Trademark Office
Commission of Patent and Trademarks
P.O. Box SN
Washington, D.C. 20231

Dear Sirs/Madames:

Enclosed please find an executed assignment of registration of a trademark for which we ask you to file on our behalf. We have also enclosed a check in the amount of Forty and No/100 (\$40.00) Dollars for the filing fee.

Thank you for your assistance. Please let me know if anything else is required.

Very truly yours,

KRAMER MELLEN, P.C.

Linda E. Bloch
Linda E. Bloch

LEB/mkz
Enclosure
1338WPPLEB

1,634,261

TRADEMARK

REEL 0951 FRAME 364

RECEIVED

53 APR 23 PH 2:32

COMMUNICATIONS SECTION

89135216

050 MS 03/17/93 1636261

0 481 40.00 CK

ASSIGNMENT OF REGISTRATION OF A TRADEMARK

Mark: OSO SWEET ®
Reg. No: 1,636,261
Registered: February 26, 1991
Class: 31

Whereas, Huston Produce, Inc., a Michigan corporation with offices at 201 W. Big Beaver Road, Suite 740, Troy, Michigan 48084, has adopted used and is using the mark OSO SWEET ® which is registered in the United States Patent and Trademark Office, Registration No. 1,636,261 dated February 26, 1991; and

Whereas, Saven Corporation, a Michigan corporation with offices at 571 South Chester, Birmingham, Michigan 48009 is desirous of acquiring said mark and the registration thereof;

Now, Therefore, for the full consideration of One Thousand and No/100 (\$1,000.00) Dollars, receipt of which is hereby acknowledged, said Huston Produce, Inc. does hereby assign unto the said Saven Corporation all right, title and interest in and to the OSO SWEET ® mark, together with the good will of the business symbolized by the mark, and the above identified registration thereof.

Huston Produce, Inc., a Michigan corporation

By: James F. Huston
James F. Huston
Its: President

TRADEMARK

REEL 0951 FRAME 365

State of Michigan))SS
County of Oakland)

On this 23rd day of February, 1993, before me appeared James F. Huston, the President of Huston Produce, Inc., a Michigan corporation the person who signed this instrument, who acknowledged that he signed it on behalf of the identified corporation with authority to do so.

Carolyn M. Phene
Notary Public
Oakland County, Michigan
My commission expires:

After recordation, please return to:

Linda E. Bloch, Esq.
Kramer Mellen, P.C.
3000 Town Center, Suite 1700
Southfield, Michigan 48075

RECORDED
PATENT AND TRADEMARK
OFFICE

APR 24 1993

CAROLYN M. PHENEY
Notary Public, Wayne County, MI
My Commission Expires Dec. 11, 1996
Acting in Oakland County, MI

LEB/1324

0951/0363

MAY 18, 1993

TO: KRAMER MELLEN, P.C.
LINDA E. BLOCH, ESQ.
3000 TOWN CENTER, SUITE 1700
SOUTHFIELD, MICHIGAN 48075-1277



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE TRADEMARK ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U. S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

ASSIGNOR:
HUSTON PRODUCE, INC.

DOC DATE : 02/23/1993
CITIZENSHIP : MICHIGAN

ENTITY : CORPORATION

ASSIGNEE:
SAVEN CORPORATION
571 SOUTH CHESTER
BIRMINGHAM, MI 48009
ENTITY : CORPORATION

CITIZENSHIP : MICHIGAN

BRIEF:
ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

NO. OF PAGES : 003
REEL/FRAME : 0951/0363

DATE RECORDED : 02/24/1993

APPLICATION NUMBER : 74-041989
REGISTRATION NUMBER: 1636261

FILING DATE : 03/26/1990
REGISTRATION DATE: 02/26/1991

MARK: OSO SWEET
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM



Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

REGISTRATION NO. 1636261

SERIAL NO. 74/041989

PAPER NO.

MAILING DATE: 10/16/96

MARK: OSO SWEET

REGISTRANT: Saven Corporation

CORRESPONDENCE ADDRESS:

PAUL G PAPADOPOULOS
ROBINSON & MCELWEE
PO BOX 1791
CHARLESTON WV 25326

Please furnish the following
in all correspondence:

1. Your phone number and zip code.
2. Mailing date of this action.
3. Affidavit-Renewal Examiner's name.
4. The address of all correspondence not containing fees should include the words "Box 5".
5. Registration No.

RECEIPT IS ACKNOWLEDGED OF THE SUBMITTED REQUEST UNDER:

SECTION 8 OF THE TRADEMARK STATUTE AND 37 CFR SECS. 2.161-2.166.

YOUR REQUEST FULFILLS THE STATUTORY REQUIREMENTS AND HAS BEEN ACCEPTED.

HAROLD LEE
AFFIDAVIT-RENEWAL EXAMINER
TRADEMARK EXAMINING OPERATION
(703) 308-9500 EXT. 133

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this ninth day of April 1996.

Bence Lehman

Commissioner of Patents and Trademarks

NOTICE

This Registration will be canceled by the Commissioner of Patents and Trademarks at the end of six years following the date of registration, unless within one year next preceding the expiration of such six years, the registrant files in the Patent and Trademark Office an affidavit showing that said mark is in use in Commerce or showing that its nonuse is due to special circumstances which excuse such nonuse and is not due to any intention to abandon the mark. A fee of \$100.00 for each class must accompany the affidavit.

Int. Cl.: 31

Prior U.S. Cls.: 1 and 46

United States Patent and Trademark Office

Reg. No. 1,966,543

Registered Apr. 9, 1996

**TRADEMARK
PRINCIPAL REGISTER**

OSO SWEETS

SAVEN CORPORATION (MICHIGAN CORPORATION)
1410 LEWIS STREET
CHARLESTON, WV 25301

FOR: FRESH SWEET ONIONS, IN CLASS 31
(U.S. CLS. 1 AND 46).
FIRST USE 1-1-1995; IN COMMERCE
1-1-1995.

OWNER OF U.S. REG. NO. 1,636,261.
NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SWEETS", APART FROM
THE MARK AS SHOWN.

SER. NO. 74-633,250, FILED 2-13-1995.

HOWARD FRIEDMAN, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this thirteenth day of August 1996.

Bence Lehman

Commissioner of ~~Patents and Trademarks~~ **TRADEMARKS**

REEL: 002005 FRAME: 0508

NOTICE

This Registration will be canceled by the Commissioner of Patents and Trademarks at the end of six years following the date of registration, unless within one year next preceding the expiration of such six years, the registrant files in the Patent and Trademark Office an affidavit showing that said mark is in use in Commerce or showing that its nonuse is due to special circumstances which excuse such nonuse and is not due to any intention to abandon the mark. A fee of \$100.00 for each class must accompany the affidavit.

TRADEMARK
REEL: 002005 FRAME: 0509

Int. Cl.: 31

Prior U.S. Cls.: 1 and 46



Reg. No. 1,992,643

United States Patent and Trademark Office Registered Aug. 13, 1996

**TRADEMARK
PRINCIPAL REGISTER**



SAVEN CORPORATION (MICHIGAN CORPORATION)
1410 LEWIS STREET
CHARLESTON, WV 25301

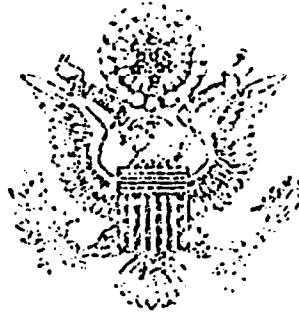
FOR: FRESH SWEET ONIONS, IN CLASS 31
(U.S. CLS. 1 AND 46).
FIRST USE 12-1-1994; IN COMMERCE
12-1-1994.
OWNER OF U.S. REG. NO. 1,636,261.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SWEET" AND "WORLD'S
PREMIER SWEET ONIONS", APART FROM
THE MARK AS SHOWN.

SER. NO. 74-632,943, FILED 2-13-1995.

HOWARD FRIEDMAN, EXAMINING ATTORNEY

The United States of America



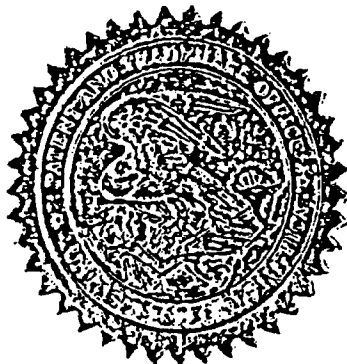
CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Maintenance Requirements

Section 8: This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time. Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

Section 9: This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time. Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.

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Int. Cl.: 31

Prior U.S. Cls.: 1 and 46

Reg. No. 2,070,302

United States Patent and Trademark Office

Registered June 10, 1997

TRADEMARK
PRINCIPAL REGISTER



SAVEN CORPORATION (MICHIGAN CORPORATION)
1410 LEWIS STREET
CHARLESTON, WV 25301

FOR: FRESH SWEET ONIONS, IN CLASS 31
(U.S. CLS. 1 AND 46).
FIRST USE: 12-1-1994; IN COMMERCE
12-1-1994.
OWNER OF U.S. REG. NO. 1,636,261.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SWEETS" AND "WORLDS
PREMIER SWEET ONIONS", APART FROM
THE MARK AS SHOWN.

SN 74-633,249, FILED 2-13-1995.

ANGELA BISHOP WILSON, EXAMINING ATTORNEY

Int. Cl.: 31

Prior U.S. Cls.: 1 and 46

Reg. No. 2,070,302

United States Patent and Trademark Office

Registered June 10, 1997

**TRADEMARK
PRINCIPAL REGISTER**



SAVEN CORPORATION (MICHIGAN CORPORATION)
1410 LEWIS STREET
CHARLESTON, WV 25301

FOR: FRESH SWEET ONIONS, IN CLASS 31
(U.S. CLS. 1 AND 46).
FIRST USE: 12-1-1994; IN COMMERCE:
12-1-1994.
OWNER OF U.S. REG. NO. 1,636,261.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SWEETS" AND "WORLDS
PREMIER SWEET ONIONS", APART FROM
THE MARK AS SHOWN.

SN 74-633,249, FILED 2-13-1995.

ANGELA BISHOP WILSON, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Maintenance Requirements

Section 8: This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

Section 9: This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.

Int. Cl.: 31

Prior U.S. Cls.: 1 and 46

Reg. No. 2,120,413

United States Patent and Trademark Office

Registered Dec. 9, 1997

**TRADEMARK
PRINCIPAL REGISTER**



SAVEN CORPORATION (MICHIGAN CORPORATION)
1410 LEWIS STREET
CHARLESTON, WV 25301

FOR: FRESH SWEET ONIONS (FRESH VEGETABLE), IN CLASS 31 (U.S. CLS. 1 AND 46).
FIRST USE 12-19-1996; IN COMMERCE 12-19-1996.

THE LINING IS A FEATURE OF THE MARK
AND DOES NOT INDICATE COLOR.

SN 75-056,671, FILED 2-12-1996.

ELIZABETH HUGHITT, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Maintenance Requirements

Section 8: This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

Section 9: This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.

Int. Cl.: 31

Prior U.S. Cls.: 1 and 46

Reg. No. 2,186,268

United States Patent and Trademark Office

Registered Sep. 1, 1998

TRADEMARK
PRINCIPAL REGISTER



World's Premier
Sweet Onions

SAVEN CORPORATION (MICHIGAN CORPORATION)
1410 LEWIS STREET
CHARLESTON, WV 25301

OWNER OF U.S. REG. NOS. 1,636,261,
1,966,543, AND 1,992,643.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SWEET ONIONS" AND
"WORLD'S PREMIER SWEET ONIONS",
APART FROM THE MARK AS SHOWN.

FOR: FRESH SWEET ONIONS (FRESH VEGETABLE), IN CLASS 31 (U.S. CLS. 1 AND 46).
FIRST USE 5-18-1998; IN COMMERCE
5-18-1998.

SN 75-056,851, FILED 2-12-1996.

WILLIAM P. SHANAHAN, EXAMINING ATTORNEY

Translation
from German

FEDERAL REPUBLIC OF GERMANY

DEED

concerning the Registration
of the Trademark

Register No. 395 43 892
File No. 395 43 892.6

OSO SWEET

Trademark Owner:
Saven Corp., Charleston, USA

Date of Filing: 28 October 1995
Date of Registration: 1 August 1996

The President of the German Patent Office

s/ N. Haugg

TRADEMARK
REEL: 002005 FRAME: 0521

Munich, 4 September 1996
Telephone: 089 2195 - 0

GERMAN PATENT OFFICE

File Number: 395 43 892.6
Applicant/Owner: Saven Corp.

Your Ref.: MF/sei

Attorney-at-Law
Doeser and colleagues
Bethmannstrasse 50-54
60311 Frankfurt am Main

Please indicate file number/registration number
and applicant/owner on all payments and correspondence

CERTIFICATE
concerning the data recorded in the register

The trademark with the number 395 43 892 has been recorded in the register of the German Patent Office with the data mentioned hereinafter.

The period of protection of the trademark starts with the filing date and ends 10 years after expiration of the month of the filing date. It may be extended by periods of 10 years each (Sec. 47 of the Trademark Act).

The period of protection of the mark will end on 31 October 2005.

TRADEMARK
REEL: 002005 FRAME: 0522

Excerpt from the Register, Status: 4 September 1996

[111] Register Number: 395 28 535 [220] Filing Date: 28 October 1995
[511] Leading Class: 31

[210] File Number: 395 43 892.6
[...] Date of Receipt: 28 October 1995
[151] Registration Date: 1 August 1996
[450] Publication date of the registered mark: 9 November 1996
[540] Trademark: OSO SWEET

[...] Shape of the trademark: word mark
[591] In case of colored representation of the mark listing of the colors:

[551] Collective mark owned by an association: -
Date of Statute: -
as amended on: -

[...] The following description is attached to the application: -
[521] Trademark having acquired secondary meaning:-
[521] Part of the trademark which has acquired secondary meaning: -
[...] International Registration (Date, File Number)
[390] Telle-Quelle Mark: -
[521] Extended with effect as of: -

[732] Name and Address of the Owner of the Trademark:
Saven Corp., 1410 Lewis Street, 25301 Charleston, United States of America

[750] Address of Service:
Attorney-at-law Doeser and colleagues,
Bethmannstrasse 50-54, 60311 Frankfurt am Main

[740] Name and Address of the present domestic representatives:
W. Döeser and colleagues,
Bethmannstrasse 50 - 54, 60311 Frankfurt am Main

[510] List of Goods / Services:
31: onions

[511] Classes: 31
[300] Convention Priority (date, country, registration number): -
[230] Exhibition Priority (date, information on the exhibition): -

Rights in rem, bankruptcy proceedings, judicial execution
Kind of rights: - registered on: -
Corrections: -

BUNDESREPUBLIK DEUTSCHLAND



URKUNDE

über die Eintragung der Marke

Nr. 395 43 892

Akz.: 395 43 892.6

OSO SWEET

Markeninhaber:

Saven Corp., Charleston ,US

Tag der Anmeldung: 28.10.1995

Tag der Eintragung: 01.08.1996

Der Präsident des Deutschen Patentamts

A handwritten signature in black ink, appearing to read 'N. Haug'.

N. Haug



REEL: 002005 FRAME: 0524

DEUTSCHES PATENTAMT

Deutsches Patentamt • 80297 München

Rechtsanwälte
Döser und Kollegen
Bethmannstr. 50-54

60311 Frankfurt

München, den 04.09.1996

☎ (089) 21 95 - 0

Aktenzeichen: 395 43 892.6

Inhaber: Saven Corp.

Ihr Zeichen: MF/sei

**Bitte Aktenzeichen und Inhaber bei
allen Zahlungen und Eingaben angeben!**

BESCHEINIGUNG

über die in das Register eingetragenen Angaben

Die Marke mit der Registernummer 395 43 892 ist mit den folgenden Angaben in das Register des Deutschen Patentamts eingetragen.

Die Schutzdauer der Marke beginnt mit dem Anmeldetag und endet zehn Jahre nach Ablauf des Monats, in den der Anmeldetag fällt.
Sie kann jeweils um zehn Jahre verlängert werden (§ 47 Markengesetz).

Die Schutzfrist der Marke endet am 31.10.2005.



Registerauszug, Stand: 04.09.1996

[111] Registernummer: 395 43 892

[220] Anmeldetag: 28.10.1995

[210] Aktenzeichen: 395 43 892.6
[—] Eingangstag: 28.10.1995
[151] Tag der Eintragung: 01.08.1996
[450] Tag der Veröffentlichung der Eintragung: 09.11.1996
[540] Marke: OSO SWEET

[—] Markenform: Wortmarke
[591] Farbige Eintragung mit folgenden Farben: -
[551] Kollektivmarke: -
Satzungsdatum: -
geändert am: -
[—] Der Anmeldung ist eine Beschreibung beigelegt: -
[521] Durchgesetzte Marke: -
[521] Durchgesetzter Markenbestandteil: -
[—] Internationale Registrierung (Datum, Aktenzeichen): -
[390] Teile-Quelle-Marke: -
[521] Verlängert mit Wirkung vom:

[732] Name und Anschrift des Inhabers der Marke:

Saven Corp., 1410 Lewis Street, 25301 Charleston, Vereinigte Staaten von Amerika

[750] Zustellanschrift:

Rechtsanwälte Döser und Kollegen, Bethmannstr. 50-54, 60311 Frankfurt

[740] Name und Anschrift des gegenwärtigen Vertreters:

W. Döser und Kollegen, Bethmannstr. 50-54, 60311 Frankfurt

[510] Verzeichnis der Waren und Dienstleistungen:

31: Zwiebeln

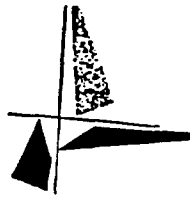
[511] Klassen: 31

[300] Unionspriorität (Datum, Land, Aktenzeichen):-

[230] Ausstellungspriorität (Datum, Angaben zur Ausstellung): -

Dingliche Rechte, Konkursverfahren, Zwangsvollstreckung
Art der Belastung: - eingetragen am: -

Berichtigungen: -



BENELUX-MERKENBUREAU

BEWIJS VAN INSCHRIJVING

01 *Inschrijvingsnummer*
576131

Nummer en dagtekening (dag en uur) van het depot
858164 26.10.1995, 10.00

02 *Vervaldatum*
26.10.2005

03 *Naam van de deposant*
Saven Corporation, Michigan corporation

04 *Adres (straat en nummer) van de deposant*
1410 Lewis Street

05 *Postcode, plaats en land van de deposant*
Charleston - West Virginia 25301,
Ver.St.v.Am.

06 *Naam en adres van de gemachtigde of vermelding van het correspondentie-adres van de deposant*
Caron & Stevens/Baker & McKenzie
Leidseplein 29
1017 PS Amsterdam
Nederland.

08 *Woordmerk*
OSO SWEET

13 *Klasse-aanduiding en opgave van de waren en diensten*
KI 31 Verse uien.

14 *Klasse-opsomming (00 = tot en met)*
31

Publikatiedatum van de inschrijving
06/1996

Kenmerken van de deposant of de gemachtigde
950846055/JAT/mto

Den Haag, 03/06/1996


P. Rome
Directeur

TRADEMARK 1/1
REEL: 002005 FRAME: 0527 576131

BENELUX TRADE MARK OFFICE
CERTIFICATE OF REGISTRATION

- unofficial translation-

01 Registration number
576131
Number and date (day and hour) of the application
858164 26.10.1995, 10.00
02 Expiry date
26.10.2005
03 Name of the applicant
Saven Corporation, Michigan corporation
04 Address (street and number) of the applicant
1410 Lewis Street
05 ZIP code, place and country of the applicant
Charleston - West Virginia 25301,
U.S.A.
06 Name and address of the representative agent or mention of the
postal address of the applicant
Caron & Stevens/Baker & McKenzie
Leidseplein 29
1017 PS Amsterdam
The Netherlands
08 Word mark
OSO SWEET
13 Classification and list of the goods and services
Cl 31 Fresh onions.
14 Classification
31
Date of publication of the registration
06/1996
References of the applicant or the representative agent
950846055/JAT/mto

The Hague, 03/06/1996

P. Rome
Director

TRADE MARKS
REGISTRY



REGISTRATION
CERTIFICATE

Trade Marks Act 1994 of Great

Britain and Northern Ireland

The mark shown below has been registered under No. 2071042 as of the date 09 May 1996.



The mark has been registered in respect of:

Class 31:

Fresh vegetables; fresh sweet onions.

In the name of Saven Corporation

Incorporated in United States of America, Michigan

Scaled this day at my direction

P. R. S. HARTNACK, REGISTRAR
DATE 6 December 1996

BAKER & MCKENZIE

SOLICITORS

**EUROPE
MIDDLE EAST**

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BARCELONA
BERLIN
BRUSSELS
BUDAPEST
CAIRO
FRANKFURT
GENEVA
KIEV
LONDON

MADRID
MILAN
MOSCOW
PARIS
PRAGUE
RIYADH
ROME
ST. PETERSBURG
STOCKHOLM
WARSAW
ZURICH

**ASIA
PACIFIC**

BANGKOK
BEIJING
HANOI
HO CHI MINH CITY
HONG KONG
MANILA
MELBOURNE
SINGAPORE
SYDNEY
TAIPEI
TOKYO

100 NEW BRIDGE STREET
LONDON EC4V 6JA
TELEPHONE 0171-919 1000
TELEX 25660 DX No 233
FAX 0171-919 1999

**NORTH AND
SOUTH AMERICA**

BOGOTA
BRASILIA
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CARACAS
CHICAGO
DALLAS
JUAREZ

MEXICO CITY
MIAMI
MONTERREY
NEW YORK
PALO ALTO
RIO DE JANEIRO
SAN DIEGO

SAN FRANCISCO
SAO PAULO
TIJUANA
TORONTO
VALENCIA
WASHINGTON, D.C.

OUR REF: RML/RGM/PAM/sm/5341

DIRECT LINE 0171-919 1275

YOUR REF:

BY REGISTERED POST

Mr Paul G Papadopoulos
Robinson & McElwee
600 United Center
500 Virginia Street, Est
Charleston
West Virginia 25301
USA

2 September 1997

Dear Mr Papadopoulos

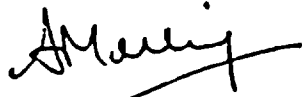
**TRADEMARK REGISTRATION NO. 182318 OSO SWEET IN THE NAME OF
SAVEN CORPORATION IN CLASS 31 IN NORWAY**

We have now received and enclose the Certificate of Registration for the above trade mark for safe-keeping and filing.

The registration will become due for renewal on 29 May 2007. We will endeavour to remind you, without obligation, of the need for instructions to renew the registration in good time before that date.

Please kindly acknowledge receipt of the enclosed.

Yours sincerely



ALISON MELLING

Enclosure

TRADEMARK
REEL: 002005 FRAME: 0530



KONGERIKET NORGE

REGISTRERINGSBREV

Varemerke reg.nr.: 182318

I henhold til varemerkeloven av 3. mars 1961 er Deres varemerke registrert med opplysninger som angitt på etterfølgende sider. Viktige opplysninger om varemerkeregistrering gis på siste side.



Patentstyret
STYRET FOR DET INDUSTRIELLE RETTSVERN

A handwritten signature in black ink, appearing to read 'Jørgen Smith'.

Jørgen Smith
Direktør

Registrerte opplysninger (Registered data)

(111) Reg. nr.: 182318 (151) Reg. dato: 29.05.1997

(210) Søk. nr.: 19963049 (220) Inn dato: 13.05.1996

(180) Registreringsperioden utløper: 29.05.2007

(540)

OSO SWEET

(730) Innehaver: Saven Corp, Charleston, WV 25301,
US

(740,750) Fullmektig: Bryns Patentkontor AS, Postboks
765 Sentrum, 0106 OSLO

(511,510) Varer:

KL. 31: Friske grønnsaker; frisk søt løk.

VIKTIGE OPPLYSNINGER

Vi gjør oppmerksom på at Deres registreringsbrev er utstedt på grunnlag av de opplysninger som foreligger i Patentstyret på registreringsdagen. I de aller fleste tilfelle vil det ikke fremkomme andre opplysninger som vil få betydning for Deres registrering. For ordens skyld gjør vi Dem likevel oppmerksom på mulige hindre for at Deres registrering ikke kan opprettholdes, se nedenfor.

Innsigelse: Etter kunngjøringen av varemerket i Norsk Varemerketidende kan enhver levere innsigelse mot registreringen av varemerket. Innsigelsen må være kommet inn til Patentstyret innen to måneder fra kunngjøringsdato. Blir en innsigelse tatt til følge, skal Patentstyret oppheve registreringen helt eller delvis.

Vi gjør oppmerksom på at hindrende varemerker kan være vernet ved innarbeidelse uten registrering, se varemerkeloven § 2. Patentstyret har ikke oversikt over slike merker.

Tidsprioritet: En norsk registrering kan oppheves helt eller delvis hvis hindrende søknader fra utlandet kommer inn til Patentstyret og krever gyldighetsdato før søknadsdato for det norske varemerket. Ifølge internasjonale konvensjoner kan utenlandsk søker påberope seg en utenlandsk søknadsdato inntil 6 måneder før innlevering av søknaden i Norge. Det samme gjelder søknader med utstillingsprioritet, se varemerkeloven §§ 30, 18, 21b og varemerkeforskriftene. Om **Internasjonale registreringer**, se varemerkeloven kap. 9 og forskrifter.

Registrering ved åpenbar feil kan oppheves helt eller delvis innen tre måneder fra registreringsdato, se varemerkeloven § 21 c og varemerkeforskriftene.

Gyldighet: Når registreringen er endelig, gjelder en varemerkeregistrering fra den dato søknaden kom inn til Patentstyret eller anses inngitt (prioritetssaker), og inntil 10 år fra registreringsdato, se varemerkeloven § 23.

Om bruk: se varemerkeloven § 25 a.

Fornyelse: Registreringshaver kan skriftlig kreve registreringen fornyet for 10 år om gangen regnet fra utgangen av foregående registreringsperiode. Som skriftlig begjæring om fornyelse godtas: angivelse av varemerkets registreringsnummer og innbetaling av fastsatt avgift, samt respittavgift dersom registreringsperioden er utløpt. Begjæringen innleveres til Patentstyret tidligst ett år før og senest 6 måneder etter registreringsperiodens utløp, se varemerkeloven § 23 a og varemerkeforskriftene.

Om Internasjonale registreringer: se varemerkeloven kap. 9 og forskrifter.



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS
AND
DESIGNS

OHMI - OFFICE DE L'HARMONISATION DANS LE MARCHÉ INTÉRIEUR

MARQUES,
DESSINS
ET MODÈLES

CERTIFICATE OF REGISTRATION

This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

CERTIFICAT D'ENREGISTREMENT

Le présent certificat d'enregistrement est délivré pour la marque communautaire identifiée ci-dessous. Les mentions et les renseignements qui s'y rapportent ont été inscrits au registre des marques communautaires.

N° 000264861

OSO SWEET

Registered/Enregistrée, 12/05/1998

The President / Le Président


TRADEMARK
REEL: 002005 FRAME: 0534



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS
AND
DESIGNS

OHMI - OFFICE DE L'HARMONISATION DANS LE MARCHÉ INTÉRIEUR

MARQUES,
DESSINS
ET MODÈLES

450 03/08/1998

210 000264861

220 16/05/1996

442 22/12/1997

541

732 Savén Corporation
1410 Lewis Street
Charleston West Virginia 25301
ESTADOS UNIDOS

740 BAKER & MCKENZIE
100 New Bridge Street
LONDON EC4V 6JA
REINO UNIDO

270 EN FR

511 ES - 31 - Legumbres frescas; cebollas dulces frescas.

DA - 31 - Friske grøntsager; friske løg.

DE - 31 - Frisches Gemüse; frische Gemüsezwiebeln.

EL - 31 - Νωπά λαχανικά· νωπά γλυκά κρεμμύδια.

EN - 31 - Fresh vegetables; fresh sweet onions.

FR - 31 - Légumes frais; oignons doux frais.

IT - 31 - Ortaggi freschi; cipolle dolci fresche.

NL - 31 - Verse groenten; verse zoete uien.

PT - 31 - Legumes frescos; cebolas doces frescas.

FI - 31 - Tuoreet vihannekset; tuoreet salaattisipulit.

SV - 31 - Färska grönsaker; färska syltökar.

<p>4 5 0</p> <p>Fecha de publicación del registro Registrierens offentliggørelsesdato Tag der Veröffentlichung der Eintragung Ημερομηνία δημοσίευσης της καταχώρησης Date of publication of the registration Date de publication de l'enregistrement Data di pubblicazione della registrazione Datum van publikatie van de inschrijving Data de publicação do registo Rekisteröinnin julkaisemispäivä Datum för offentliggörandet av registreringen</p>	<p>5 5 4</p> <p>Marca tridimensional Tredimensionelt varemærke Dreidimensionale Marke Τριδιάστατο σήμα Three dimensional trade mark Marche tridimensionnelle Marchio tridimensionale Driedimensionaal merk Marca tridimensional Kolmiulotteinen merkki Tredimensionellt märke</p>
<p>2 1 0</p> <p>Número de expediente atribuido a la solicitud Ansøgningsnummer Aktenzeichen der Anmeldung Αριθμός φακέλλου της αίτησης File number given to the application Numéro de dossier attribué à la demande Numero d'ordine del fascicolo relativo alla domanda Nummer van de aanvraag Número de processo atribuído ao pedido Hakemukselle annettu numero Ansökningsnummer</p>	<p>5 5 6</p> <p>Marca sonora Lydmærke Hörmarke Ηχητικό σήμα Sound mark Marche sonore Marchio sonoro Klankmerk Marka sonora Äänimerkki Ljudmärke</p>
<p>2 2 0</p> <p>Fecha de presentación de la solicitud Ansøgningsdato Anmeldetag Ημερομηνία κατάθεσης της αίτησης Filing date of application Date du dépôt de la demande Data del deposito della domanda Datum van de aanvraag Data de depósito do pedido Hakemispäivä Ansökningsdag</p>	<p>5 5 1</p> <p>Marca colectiva Lydmærke Hörmarke Συνολικό σήμα Collective mark Marche collective Marchio collettivo Collectief merk Marca colectiva Yhteismerkki Kollektivmärke</p>
<p>4 4 2</p> <p>Fecha de publicación de la solicitud Ansøgningsdato Anmeldetag Ημερομηνία δημοσίευσης της αίτησης Date of publication of the application Date de publication de la demande Data di pubblicazione della domanda Datum van publikatie van de aanvraag Data da publicação do pedido Hakemuksen julkaisemispäivä Datum för offentliggörandet av ansökan</p>	<p>5 7 1</p> <p>Descripción de la marca Beskrivelse af varemærket Beschreibung der Marke Περιγραφή του σήματος Description of the trade mark Description de la marque Descrizione del marchio Beschrijving van het merk Descrição da marca Selostus merkistä Beskrivning av märket</p>
<p>5 4 1</p> <p>Reproducción de la marca en caracteres normalizados Gengivelse af varemærket, med standardtyper Wiedergabe der Marke in üblicher Schreibweise Αναπαράσταση του σήματος με τυποποιημένους χαρακτήρες Reproduction of trade mark in standard script Reproduction de la marque en écriture standard Riproduzione del marchio secondo le usuali modalità di scrittura Afbeelding van het merk in gewoon schrift Reprodução da marca em escrita normal Tavaramerkin kuvaus esitettynä vakiokirjaimin Atergivning av märke med standardtext</p>	<p>5 9 1</p> <p>Indicación del (de los) color(es) Angivelse af farve(r) Angabe der Farbe(n) Ενδειξη του χρώματος (των χρωμάτων) Indication of colour or colours Indication de la ou des couleur(s) Indicazione del/dei colore/i Aanduiding van de kleur(en) Indicação da(s) cor(es) Värejä koskeva maininta Uppgift om färg eller färger</p>
<p>5 4 6</p> <p>Reproducción de la marca en caracteres no normalizados Gengivelse af varemærket ved brug af ikke standardiserede typer Wiedergabe der Marke ohne Beachtung der üblichen Schreibweise Αναπαράσταση του σήματος με μη τυποποιημένους χαρακτήρες Reproduction of trade mark in non-standard script Reproduction de la marque en écriture non standard Riproduzione del marchio secondo modalità di scrittura diverse dalle usuali Afbeelding van het merk indien niet weergegeven in gewoon schrift Reprodução da marca em escrita não normal Tavaramerkin kuvaus esitettynä ei-vakiokirjaimin Atergivning av märke med speciell profiltypografi</p>	<p>5 3 1</p> <p>Elementos figurativos (Clasificación de Viena) Figurative elementer (Wiener-Klassifikation) Bildbestandteile (Wiener-Klassifikation) Γραφικά στοιχεία (Ταξινόμηση της Βιέννης) Figurative elements (Vienna Classification) Éléments figuratifs (Classification de Vienne) Elementi figurativi (Classificazione di Vienna) Figuratieve elementen (Classificatie van Wenen) Elementos figurativos (Classificação de Viena) Kuvalliset osat (Wienin luokitus) Figurativa element (Wien-klassificering)</p>

<p>5 2 6</p> <p>Renuncia a invocar derechos exclusivos Disclaimer Disclaimer Δήλωση μη διεκδότησης αποκλειστικών δικαιωμάτων στοιχείου του σήματος Disclaimer Renonciation à invoquer un droit exclusif Rinuncia a far valere un diritto esclusivo Disclaimer Renúncia a invocar direitos exclusivos sobre elementos da marca Erottamislauseuma Disclaimer</p>	<p>3 0 0</p> <p>Pais, fecha y número de la solicitud cuya prioridad se reivindica Land, dato og nummer for prioritetsansøgningen Land, Datum und Aktenzeichen der Anmeldung(en), deren Priorität in Anspruch genommen wird Χώρα, ημερομηνία και αριθμός αίτησης για την οποία διεκδικείται προτεραιότητα Country, date and number of application for which priority is claimed Pays, date et numéro du dépôt dont la priorité est revendiquée Paese, data e numero del deposito relativamente a cui si rivendica la priorità Land, datum en nummer van het verzoek om voorrang Pais, data e número do depósito cuja prioridade se reivindica Valtio ja päivämaa ja numero, josta vaaditaan etupikeultta Land, datum och ansökningsnummer för prioritetsgrundande ansökan</p>
<p>5 2 1</p> <p>Adquisición de carácter distintivo a consecuencia del uso Opnaelse af særpræg som følge af den brug, der er gjort deraf Erlangung von Unterscheidungskraft durch Benutzung Αποκτών διακριτικής δύναμης με χρήση Acquisition of distinctive character by use Acquisition de caractère distinctif par l'usage Acquisto del carattere distintivo in seguito all'uso Verkrijging van onderscheidend vermogen door gebruik Aquisição de carácter distintivo na sequência de utilização Erottamiskyky käytön perusteella Särskiljningsförmåga uppnådd genom användning</p>	<p>2 3 0</p> <p>Nombre de la exposición y fecha de la primera presentación (prioridad según el art. 33) Udstillingens navn og dato for den første udstilling (prioritet i henhold til Artikel 33) Name der Ausstellung und Tag der ersten Zurschaustellung (Priorität gemäß Artikel 33) Όνομα της έκθεσης και ημερομηνία πρώτης παρουσίασης (προτεραιότητα σύμφωνα με το άρθρο 33) Name of the exhibition and date of first display (priority under Art. 33) Nom de l'exposition et date de première présentation (priorité selon l'art. 33) Nome dell'esposizione e data della prima presentazione (priorità ai sensi dell'art. 33) Naam van de tentoonstelling en datum van de eerste expositie (voorrang overeenkomstig artikel 33) Nome da exposição e data primeira apresentação (prioridade nos termos do art. 33) Näyttelyn nimi ja ensimmäisen esittelyajankohdan päivämäärä (33 artiklan mukainen) Namn på utställningen och dagen för den första förevisningen (prioritet enl. art. 33)</p>
<p>7 3 2</p> <p>Nombre, dirección y nacionalidad del solicitante Ansøgers navn, adresse og nationalitet Name, Anschrift und Staatsangehörigkeit des Anmelders Όνομα, διεύθυνση και εθνικότητα του αιτούντος Name, address and nationality of the applicant Nom, adresse et nationalité du demandeur Nome, indirizzo e nazionalità del richiedente Naam, adres en nationaliteit van de aanvrager Nome, morada e nacionalidade do requerente Hakijan nimi, osoite ja kansalaisuus Sökandens namn, adress och nationalitet</p>	<p>Antigüedad: país, (a) número de registro, (b) fecha de registro, (c) fecha de presentación, (d) fecha de prioridad Senioritet: land, (a) registreringsnummer, (b) registreringsdato, (c) ansøgningsdato, (d) prioritetsdato Zeitrang: Land, (a) Nummer der Eintragung, (b) Tag der Eintragung, (c) Anmeldetag, (d) Prioritätsdatum Αρχαιότητα: χώρα, (α) αριθμός καταχώρησης, (β) ημερομηνία καταχώρησης, (γ) ημερομηνία κατάθεσης, (δ) ημερομηνία προτεραιότητας Seniority: country, (a) registration number, (b) date of registration, (c) filing date, (d) date of priority Ancienneté: pays, (a) numéro d'enregistrement, (b) date d'enregistrement, (c) date de dépôt, (d) date de priorité Preesistenza: paese, (a) numero di registrazione, (b) data di registrazione, (c) data di deposito, (d) data di priorità Ancienniteit: land, (a) inschrijvingsnummer, (b) inschrijvingsdatum, (c) datum van aanvrage, (d) datum van de voorrang Antiguidade: país, (a) número de registo, (b) data de registo, (c) data do depósito, (d) data de prioridade Aiemuus: valtio, (a) rekisterinumero, (b) rekisteröintipäivä, (c) hakemispäivä, (d) etuikeuspäivämäärä Senioritet: land, (a) registreringsnummer, (b) registreringsdatum, (c) ansökningsdatum, (d) prioritetsdatum</p>
<p>7 4 0</p> <p>Nombre y dirección del representante Fuldmægtigs navn og adresse Name und Anschrift des Vertreters Όνομα και διεύθυνση του εκπροσώπου Name and address of representative Nom et adresse du représentant Nome e indirizzo del rappresentante Naam en adres van de vertegenwoordiger Nome e morada do mandatário Edustajan nimi ja osoite Ombudets namn och adress</p>	<p>Antigüedad: país, (a) número de registro, (b) fecha de registro, (c) fecha de presentación, (d) fecha de prioridad Senioritet: land, (a) registreringsnummer, (b) registreringsdato, (c) ansøgningsdato, (d) prioritetsdato Zeitrang: Land, (a) Nummer der Eintragung, (b) Tag der Eintragung, (c) Anmeldetag, (d) Prioritätsdatum Αρχαιότητα: χώρα, (α) αριθμός καταχώρησης, (β) ημερομηνία καταχώρησης, (γ) ημερομηνία κατάθεσης, (δ) ημερομηνία προτεραιότητας Seniority: country, (a) registration number, (b) date of registration, (c) filing date, (d) date of priority Ancienneté: pays, (a) numéro d'enregistrement, (b) date d'enregistrement, (c) date de dépôt, (d) date de priorité Preesistenza: paese, (a) numero di registrazione, (b) data di registrazione, (c) data di deposito, (d) data di priorità Ancienniteit: land, (a) inschrijvingsnummer, (b) inschrijvingsdatum, (c) datum van aanvrage, (d) datum van de voorrang Antiguidade: país, (a) número de registo, (b) data de registo, (c) data do depósito, (d) data de prioridade Aiemuus: valtio, (a) rekisterinumero, (b) rekisteröintipäivä, (c) hakemispäivä, (d) etuikeuspäivämäärä Senioritet: land, (a) registreringsnummer, (b) registreringsdatum, (c) ansökningsdatum, (d) prioritetsdatum</p>
<p>2 7 0</p> <p>Lengua de presentación de la solicitud y segunda lengua Angivelse af første og andet sprog som anført i ansøgningen Sprache, in der die Anmeldung eingereicht wurde, und zweite Sprache Γλώσσα κατάθεσης της αίτησης και δεύτερη γλώσσα Language in which application is filed and second language Langue de dépôt de la demande et deuxième langue Lingua di deposito della domanda e seconda lingua Taal van de aanvrage en een tweede taal Lingua de depósito do pedido e segunda lingua Kielet, jolla hakemus on tehty ja toinen kielet Språk på vilken ansökan ingivits samt andraspråk</p>	
<p>5 1 1</p> <p>Productos y servicios agrupados (Clasificación de Niza) Fortegnelse over varer og tjenesteydelser (Nice-klassifikationen) Waren und Dienstleistungen in klassifizierter Reihenfolge (Nizzaer Klassifikation) Προϊόντα και υπηρεσίες ταξινομημένα σε κλάσεις (Ταξινόμηση της Νίκαιας) Goods and services grouped (Nice Classification) Produits et services regroupés (Classification de Nice) Prodotti e servizi raggruppati (Classificazione di Nizza) Opgave van de waren en diensten (Classificatie van Nice) Produtos e serviços agrupados (Classificação de Nice) Tavarat ja palvelut luokiteltuina (Nizzan luokitus) Grupperade varor och tjänster (Nice-klassificering)</p>	

BAKER & MCKENZIE

LONDON

TRADE MARK FILING REPORT

COUNTRY: Japan

MARK:

OSO SWEET

APPLICANT: Saven Corporation

FILING DATE: 12 September 1997

APPLICATION NO.: HEI 9-158570

CLASS: 31

GOODS: Fresh vegetables; fresh sweet onions.

(Translation)

TRADEMARK REGISTRATION APPLICATION

(¥21,000)

September 12, 1997

TO: The Director-General of the Patent Agency

1. Trademark:

(Attached)

2. Classification and Designation of Goods or Services

Class 31

Fresh vegetables, fresh sweet onions.

3. Trademark Registration Applicant

Address: 1410 Lewis Street, Charleston, West Virginia
25301, U.S.A.

Title: Saven Corporation

4. Agent

Patent Attorney No.: 100082625
Address: 410 Aoyama Building, 2-3, Kita Aoyama
1-chome, Minato-ku, Tokyo
Tel: (03) 3403-5281

Name: Patent Attorney Hidetaka Sekine

5. List of Appended Documents

- (1) Document indicating trademark for which
a trademark registration is sought 4 copies
(To be submitted later.)



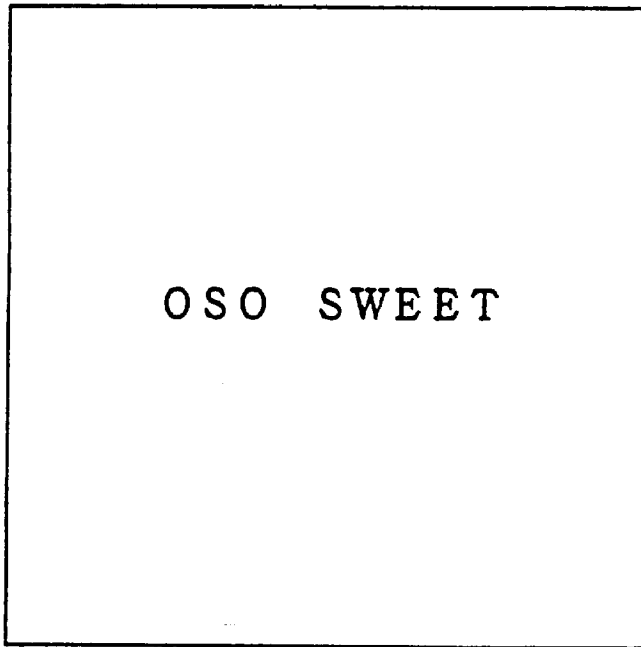
(21,000 円)

商 標 登 録 願

平成 9 年 9 月 12 日

特 許 庁 長 官 殿

1. 商標登録を受けようとする商標



2. 標準文字

3. 指定商品又は指定役務並びに商品及び役務の区分

第 3 1 類

指定商品 (指定役務)

スイートオニオンその他の野菜

4. 商標登録出願人

(識別番号)

住所 アメリカ合衆国 25301 ウェスト ヴァージニア州
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名称 サベン コーポレーション

5. 代理人

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氏名(名称) 弁理士 関根 秀太

6. 添付書類の目録

(1) 委任状及び同訳文

各1通(追完)

[Translation]

NOTIFICATION OF APPLICATION NUMBER

Agent's Address: Tokyo Aoyama Law Office
410 Aoyama Building
2-3, Kita Aoyama 1-chome
Minato-ku, Tokyo 107

Agent's Name: Hidetaka Sekine

October 24, 1997

<u>Classification Code</u>	<u>Application Date</u>	<u>Identification Mark</u>	<u>Application Number</u>
Trademark	September 12, 1997		Hei 9-158570

Applicant: Saven Corporation

Director-General of the Patent Agency

Remarks: * An application number greater than 700000 indicates an application for renewal of a registered trademark.

** "9" means the 9th year of the present era (Heisei) of Japan, corresponding to 1997. You may identify the number by using /97 at the end of the serial number.



郵便はがき

107

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100082625

出願番号通知

平成 9年10月24日

特許庁長官

注別	出願日	符号	出願番号
商標	平成 9年 9月12日		9-158570

出願人

サベン コーポレイション

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特許庁

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SAN DIEGO

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SAO PAULO
TIJUANA
TORONTO
VALENCIA
WASHINGTON, D C

OUR REF: RML/RGM/PAM/sim

DIRECT LINE 0171-919 1275

YOUR REF: PGP/ddk

Mr Paul G Papadopoulos
Robinson & McElwee LLP
PO Box 1791
Charleston
West Virginia 25326
U.S.A.

9 January 1998

Dear Paul

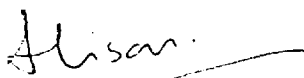
SOUTH AFRICA - TRADE MARK APPLICATION NO. 97/17176
"OSO SWEET" IN CLASS 31 IN THE NAME OF SAVEN CORPORATION

I refer to my letter of 20 November 1997.

We have now received confirmation from our associates in South Africa that the above application was filed on 10 November 1997 and allocated the above number. Our filing report is attached.

We will contact you again as soon as we receive any further developments.

Yours sincerely



ALISON MELLING

With enclosures

TRADEMARK
REEL: 002005 FRAME: 0544

BAKER & M^CKENZIE

LONDON

TRADE MARK FILING REPORT

COUNTRY: South Africa

MARK:

OSO SWEET

APPLICANT: Saven Corporation

FILING DATE: 10 November 1997

APPLICATION NO.: 97/17176

CLASS: 31

GOODS: Fresh vegetables; fresh sweet onions.