

FORM PTO-1618A
U.S. PATENT AND TRADEMARK OFFICE
08/91-0027

04-03-2000



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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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DEC 20 11 36 AM '99

NRD 12.20.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
12 02 99

Conveying Party

Mark if additional names of conveying parties attached

Name HFMI Trust, c/o Wilmington Trust Company

Execution Date
Month Day Year
09 28 99

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Banking Trust
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Harry's Farmers Market, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1180 Upper Hembree Road

Address (line 2) _____

Address (line 3) Roswell GA 30076

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Georgia

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 04/2000 DMBUYEN 00000060 75299002

FOR OFFICE USE ONLY

01 FC1481 40.00 DP
02 FC1482 300.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002011 FRAME: 0049

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Patent and Trademark Office
U.S. Department of Commerce

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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" value="2203705"/>	<input type="text" value="2167718"/>	<input type="text" value="1929015"/>
<input type="text" value="75299282"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2184131"/>	<input type="text" value="2165954"/>	<input type="text" value="1883811"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2180991"/>	<input type="text" value="1943178"/>	<input type="text" value="1883775"/>

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.

Jay E. Sloman, Esq.

Name of Person Signing

Signature

12-20-99

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

FORM PTO-1618C
Expires 06/30/00
CMB 0851-0027

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1871456		
1854765		
1850126		

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is dated September 28, 1999, by and between HFMI Trust, a Delaware business trust established pursuant to the Delaware Business Trust Act, as amended, having its principal office and place of business in care of Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware, 19890 ("Assignor") and Harry's Farmers Market, Inc., a Georgia corporation with its principal office and place of business at 1180 Upper Hembree Road, Roswell, Georgia ("Assignee").

WHEREAS, Assignor owns all right, title, interest in and to (i) the federal, state and foreign patents, trademarks (registered and unregistered), trademark applications, service marks (registered and unregistered), service mark applications, trade names, trade name rights and publicity rights, copyrights and copyright registrations, trade secrets and know-how and other proprietary rights and information set forth on Schedule 1 annexed hereto, (ii) all related recordations, registrations or other issued documentation and applications relating thereto worldwide, including those listed on Schedule 1 annexed hereto (collectively, items in (i) and (ii) hereinafter referred to as the "Intellectual Property") and (iii) the goodwill of the business symbolized by the trademarks, service marks, trade names and logos included in the Intellectual Property;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property (including all registrations or other issued documentation and applications therefor), and the goodwill of the business symbolized by the trademarks, service marks, trade names and logos included in the Intellectual Property;

WHEREAS, pursuant to the terms of a Trust Dissolution Agreement dated as of the date hereof by and among Assignor, Assignee and Progressive Food Concepts, Inc., a Delaware corporation ("PFCI"), Assignor has agreed to contribute, transfer, assign, set over and otherwise convey to Assignee, all right, title and interest of Assignor worldwide in the Intellectual Property and the goodwill of the business symbolized by the trademarks, service marks, trade names and logos included in the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby contribute, transfer, assign and otherwise convey to Assignee, all of Assignor's worldwide right, title and interest in and to:

1. the Intellectual Property and all rights with respect to renewals and similar rights; and
2. the goodwill symbolized by and embodied in the trademarks, service marks, trade names and logos included in the Intellectual Property, and the goodwill associated with the business conducted under said trademarks, service marks, trade names and logos included in the Intellectual Property.

Assignor hereby agrees to promptly execute all papers and to perform such other proper acts reasonably necessary to secure to Assignee, or to its successors and assigns, the rights hereby transferred, including but not limited to Assignor's execution of assignments in recordable form within a reasonable amount of time after the date hereof in each jurisdiction where trademark, service mark or copyright registrations or other documentation or applications may be issued or pending.

This Assignment of Intellectual Property is governed by the laws of the State of Georgia applicable to contracts made and performed wholly within the State, without reference to its conflict of laws provisions, and the trademark and copyright laws of the United States, as applicable.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be duly executed by its officers thereunto duly authorized as of the date set forth above.

HFMI Trust
By: Wilmington Trust Company,
not in its individual capacity,
but solely as Trustee

Charlotte Paglia
Name: Charlotte Paglia
Financial Services Officer

WITNESSES

Carmella Bowden
Michelle Whaley

STATE OF DELAWARE

COUNTY OF NEW CASTLE

On the 28 day of September, 1999, before me personally came CHARLOTTE PAGLIA, to me personally known and known to me to be the person describe in and who executed the foregoing instrument as Financial Services Officer of Wilmington Trust Company, not in its individual capacity but solely as Trustee of HFMI Trust, who being by me duly sworn, did depose and say that he resides at NCC - DELAWARE; that he/she is Financial Services Officer of Wilmington Trust Company, the Trustee of HFMI Trust described in and which executed the foregoing instrument; that the said instrument was signed on behalf of HFMI Trust by Wilmington Trust Company, as Trustee; and that he/she acknowledged said instrument to be the free act and deed of said Trust.

Katherine C. Jannuzzio
Notary Public

Acknowledged and accepted by:

Harry's Farmers Market, Inc.

[Signature]
Name: John D. Branch
Title: Chief Financial Officer

WITNESSES

[Two witness signatures]

STATE OF GEORGIA

COUNTY OF FULTON

On the 21st day of September, 1999, before me personally came John Branch to me personally known and known to me to be the person describe in and who executed the foregoing instrument as Chief Financial Officer of Harry's Farmers Market, Inc., who being by me duly sworn, did depose and say that he resides at 114 Mount Vernon, Dunwoody, GA that he/she is Chief Financial Officer of Harry's Farmers Market, Inc.; that the said instrument was signed on behalf of Harry's Farmers Market, Inc.; and that he/she acknowledged said instrument to be the free act and deed of said corporation.



**Schedule 1 to
Assignment of Intellectual Property**

1. Trademarks and Service Marks (registered and unregistered, including applications for registration thereof):

<u>MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>
Bear Dance & Design	1943178
Coral River Orchard	2167718
Grainger County (Stylized)	1883811
Harry's (Stylized)	1929015
Harry's Farmers Market (Stylized)	1854765
Harry's Farmers Market	75-299282
Harry's Old Fashioned Layer Cakes and Design	1883775
Harry's In A Hurry & Design	1850126
Harry's in a Hurry	2203705
Marthasville Creamery and Design	1871456
Marthasville Farm Fresh and Good & Design	2184131
Spill-Da-Beans	2165954
The Pie to Die For	2180991
Harry's in a Hurry	530,550 (CTM)
Chipitos	T-12,443 (Georgia)
Chipitos and Design	T-12,444 (Georgia)
Chipitos Jalapeno Tortilla Chips	T-12,439 (Georgia)
Chipitos Nacho Cheese Tortilla Chips	T-12,438 (Georgia)
Chipitos Restaurant Style White Tortilla Chips	T-12,441 (Georgia)
Chipitos Restaurant Style White Tortilla Chips and Design	T-12,442 (Georgia)
Chipitos Tortilla Chips	T-12,440 (Georgia)
Grainger County Home Grown Tomatoes	T-12,162 (Georgia)
Harry's Farmers Market	T-9603 (Georgia)
Harry's Farmers Market and Design	T-9602 (Georgia)
Harry's Farmers Market	S-9819 (Georgia)
Harry's Farmers Market and Design	S-9820 (Georgia)
Hungry In A Hurry Meals	T-10,945 (Georgia)
Hungry In A Hurry Meals	S-10,946 (Georgia)
Lion Forest Supermarket	S-15,415 (Georgia)
Crispitos	n/a
Harry's High 5 and Design	n/a

2. Trade Names

**Harry's
Harry's Farmers Market
Marthasville Trading**

3. Copyrights (registered and unregistered, including applications for registration thereof):

**"Food for the way we live today."
product labels for Harry's brand name foods
training and instructional manuals
customized software
content of Harry's webpage**

4. Trade Secrets

Recipes owned by Harry's for Harry's brand name foods

5. Know-How

**Fresh food procurement, handling, preparation, transportation, storage and replenishment
Fresh food waste control
Par baking, packaging and preparation of ready to eat meals**

6. Domain Name

www.hfm.com