

WUP
12/20/99

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

02-01-2000

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



101254695
RECORDATION FORM
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
07/31/99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07/31/99

Name LAWLER FOODS, INC.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name WJM INDUSTRIES, LTD.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1219 Carpenter Road

Address (line 2) _____

Address (line 3) Humble

Texas

77396

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Texas

01/31/2000 DECATES 00000105 75100604

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
275.00 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. 20231

d631221.1

TRADEMARK
REEL: 002014 FRAME: 0060

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)

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.

Rita M. Irani



12/10/99
Date Signed

Name of Person Signing

Signature

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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)

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)

2,259,722	<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"/>	<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"/>
<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"/>	<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"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**GENERAL INDENTURE OF CONVEYANCE,
ASSIGNMENT, AND TRANSFER**

This General Indenture of Conveyance, Assignment, and Transfer, dated July 31, 1999, from LAWLER FOODS, INC., a Nevada corporation (the "Grantor"), to WJM INDUSTRIES, LTD., a Texas limited partnership (the "Grantee").

W I T N E S S E T H:

Grantor, in consideration of an additional eighty-one percent (81 %) limited partnership interest in Grantee, by these presents, does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all of the following:

All properties, assets, and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including without limitation all real property and interests in real property, whether surface, mineral, or otherwise; all merchandise, materials, inventories, equipment, furniture, fixtures, and other tangible personal property; all cash, bank accounts, notes receivable, and accounts receivable; all stock, securities, and other rights and interests in other entities or ventures; and all claims, demands, and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER, and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER, and DELIVERED or intended so to be, have been validly conveyed hereby, or to aid and assist in collecting and reducing to possession, any of or

all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for Grantor and in Grantor's name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or Grantee any checks received on account of such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right,

title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, Grantee hereby assumes and agrees to pay, perform and discharge all the liabilities and obligations of Grantor, incurred in Grantor's name and relating to the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, of every kind and description as they exist on the date hereof, whether fixed, contingent, known or unknown.

Grantee further agrees that Grantor shall receive an additional eighty-one percent (81%) percent limited partnership interest in Grantee.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor might have done.

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed, and Grantee has caused its seal to be affixed hereto as of the date and year first above written.

GRANTOR:

LAWLER FOODS, INC.

By: Carol M. Lawler
Carol M. Lawler, President

GRANTEE:

WJM INDUSTRIES, LTD.

By: Lawler Real Estate, Inc., its general partner

By: Carol M. Lawler
Name: Carol M. Lawler
Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL M. LAWLER, known to me to be the person whose name is subscribed to the foregoing instrument, as president of Lawler Foods, Inc., a Nevada corporation, and, being by me first duly sworn, declared and acknowledged to me under oath that such person executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

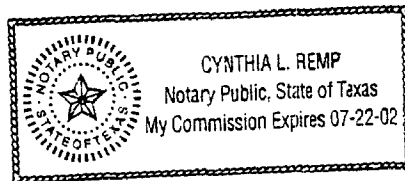
GIVEN UNDER MY HAND AND SEAL of office this 31st day of July, 1999.

[Handwritten Signature]

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §



CAROL M. LAWLER BEFORE ME, the undersigned authority, on this day personally appeared CAROL M. LAWLER, known to me to be the person whose name is subscribed to the foregoing instrument, as president of Lawler Real Estate, Inc., a Texas corporation, and the general partner of WJM Industries, Ltd., a Texas limited partnership, and, being by me first duly sworn, declared and acknowledged to me under oath that such person executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office this 31st day of July, 1999.

[Handwritten Signature]

Notary Public, State of Texas

