

05-16-2000



101358517

04/27/00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of Party(ies) conveying an interest:
CENTRAL TRACTOR FARM & COUNTRY, INC.

2. Name and Address of Party(ies) receiving an interest:
Name: **QUALITY STORES SERVICES, INC.**
Address: 455 East Ellis Road
City: Muskegon
State: Michigan Zip: 49443

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Iowa
 Other

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Delaware
 Other Citizenship _____

3. Interest Conveyed:
 Assignment Change of Name
 Security Agreement Merger
 Other
Execution Date: April 12, 2000

If not domiciled in the United States, a domestic representative designation is attached:
 Yes
 No (The attached document must **not** be an assignment)

4. Application number(s) or registration number(s). Additional numbers attached? Yes No
A. Trademark Application No.(s):
75/513,792 and 75/541,947

B. Trademark Registration No.(s): 1,087,928; 1,177,745; 1,301,004; 1,799,948; 1,801,863; 1,917,060; 1,932,054; 1,982,008; 1,983,473; 2,020,875; 2,038,541; 2,044,457; 2,176,644; 2,180,367

5. Name and address of party to whom correspondence concerning document should be mailed
Name: **HENDERSON & STURM LLP**
Address: Midland Building
206 Sixth Avenue - Suite 1213
City: Des Moines
State: IA Zip: 50309-4076

6. Number of applications and registrations involved: **16**

7. Amount of fee enclosed or authorized to be charged:
\$ 415

8. Deposit account number: **08-1650**

(Attach duplicate copy of this page if paying by deposit account)

05/15/2000 JSHADAZZ 00000227 75513792

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
375.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true copy of the original document.

Michael O. Sturm
Name of Person Signing

Michael O. Sturm
April 19, 2000
Signature

Date

Total number of pages comprising cover sheet: **4**

ASSIGNMENT

WHEREAS, I. Douglas S. Hutchings, a United States citizen, residing at 6751 Brissac Place, Alta Loma, California 91737, together with Kenyon M. King, Gregory D. King, and Barry J. Brummett, have invented certain new and useful improvements in a SYSTEM FOR DISPENSING CONTROLLED AMOUNTS OF FLOWABLE MATERIAL FROM A FLEXIBLE CONTAINER for which an application for Letters Patent in the United States was filed on August 11, 1997, and assigned Application No. 08/909.783:

AND WHEREAS, Restaurant Automation Development Company (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 10841 Skyline Drive, Santa Ana, California 92705, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28 day of March, 2000.

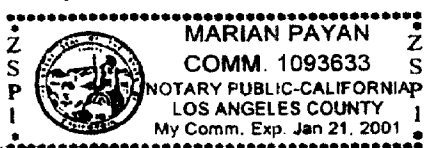

Douglas S. Hutchings

STATE OF California
COUNTY OF San Bernardino

On March 28, 2000, before me, Marian Payan, personally appeared Douglas S. Hutchings ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Marian Payan
Notary Signature

ASSIGNMENT

WHEREAS, I, Gregory D. King, a United States citizen, residing at 5003 Via Paraiso, Alta Loma, California 91701, together with Kenyon M. King, Douglas S. Hutchings, and Barry J. Brummett, have invented certain new and useful improvements in a SYSTEM FOR DISPENSING CONTROLLED AMOUNTS OF FLOWABLE MATERIAL FROM A FLEXIBLE CONTAINER for which an application for Letters Patent in the United States was filed on August 11, 1997, and assigned Application No. 08/909,783;

AND WHEREAS, Restaurant Automation Development Company (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 10841 Skyline Drive, Santa Ana, California 92705, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 16 day of March, 2000.

Gregory D. King

Gregory D. King

STATE OF California

COUNTY OF San Bernardino

On March 16, 2000, before me, Dan R. Cordero, Notary Public, personally appeared Gregory D. King personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Dan R. Cordero

Notary Signature

