

FORM PTO-151
1-31-92



ECC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

05-02-2000

101369583

To the Honorable U.S. Patent & TMO/TM Mail Rcpt Dt. #61

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): The Crawford Group, Inc.

- Individual Association
- General Partnership Limited Partnership
- Corporation-State of Missouri
- Other _____

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

2. Name and address of receiving party(ies):

Name: Centric Group, LLC

Internal Address: 1260 Andes Boulevard

Street Address: 1260 Andes Boulevard

City St. Louis State: Missouri Zip: 63132

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company of State of Missouri

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

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

Execution Date: April 24, 2000

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

A. Trademark Application No.(s) (SEE ATTACHED)

B. Trademark Registration No.(s) (SEE ATTACHED)

Additional numbers attached? Yes No

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

Name: Thomas A. Polcyn

Internal Address: 7733 Forsyth Boulevard, Suite 1400

St. Louis, Missouri 63105

Street Address: 7733 Forsyth Boulevard, Suite 1400

City: St. Louis State: MO ZIP: 63105

6.

Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41)\$440.00

Enclosed

Authorized to be charged to deposit account (if amount is insufficient)

8. Deposit account number:

18-1829

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

DO NOT USE THIS SPACE

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FC:481
FC:482

40.00 DP
400.00 DP

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.

Thomas A. Polcyn
Name of person signing

Thomas A. Polcyn
Signature

4-28-00
Date

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

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

Do not detach this portion

Mail documents to be recorded with required

SCHEDULE A
TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>H&H File No. Status</u>	<u>Application Number Filing Date</u>	<u>Registration Number Registration Date</u>
CACTUS ANNIE'S	1217-4723 Registered	75/106990 20-May-1996	2,149,727 07-Apr-1998
CACTUS ANNIE'S	1217-9444 Registered	74/487027 07-Feb-1994	2,024,270 17-Dec-1996
CRAWFORD	1217-2005 Registered	73/803850 01-Jun-1989	1,625,518 04-Dec-1990
E.Z. DIGBY'S	1217-8415 Registered	73/819755 17-Aug-1989	1,596,703 15-May-1990
HERITAGE	1217-7460 Registered	74/313673 14-Sep-1992	1,947,824 16-Jan-1996
"K" DESIGN	1217-8243 Registered	74/388018 10-May-1993	1,872,923 10-Jan-1995
"K" DESIGN	1217-1982 Registered	74/598724 14-Nov-1994	1,931,523 31-Oct-1995

SCHEDULE A
TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>H&H File No. Status</u>	<u>Application Number Filing Date</u>	<u>Registration Number Registration Date</u>
KEEFE	1217-8428 Registered	74/400401 11-Jun-1993	1,943,352 26-Dec-1995
KEEFE COMMISSARY NETWORK	1217-8244 Registered	74/375177 05-Apr-1993	1,958,201 27-Feb-1996
KEEFE KITCHENS	1217-5189 Registered	75/181694 15-Oct-1996	2,171,833 07-Jul-1998
KEEFE KITCHENS and Design	1217-2215 Registered	73/824712 11-Sep-1989	1,626,165 04-Dec-1990
KEEFE KITCHENS and Design	1217-4898 Registered	75/181695 15-Oct-1996	2,171,834 07-Jul-1998
SECUREPAK	1217-6817 Registered	75/317448 30-Jun-1997	2,302,528 21-Dec-1999
TOKYO DINER	1217-6273 Registered	74/233693 27-Dec-1991	2,003,321 24-Sep-1996
TOKYO DINER and Design	1217-8095 Registered	74/364502 04-Mar-1993	2,003,331 24-Sep-1996

SCHEDULE B
TRADEMARKS AND INTENT-TO-USE TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>H&H File No.</u> <u>Status</u>	<u>Application Number</u> <u>Filing Date</u>	<u>Registration Number</u> <u>Registration Date</u>
FRESH CATCH	1217-8156 Pending	75/628807 27-Jan-1999	
UNCANNY TASTE AND CONVENIENCE	1217-8785 Pending	75/659260 12-Mar-1999	

ASSIGNMENT OF TRADEMARKS

WHEREAS, The Crawford Group, Inc., a corporation of the State of Missouri with offices at 600 Corporate Park Drive, St. Louis, Missouri, U.S.A. ("Crawford"), is the owner of the trademarks and United States trademark registrations listed in Schedule A attached hereto and the trademarks and pending intent-to-use United States trademark applications listed in Schedule B attached hereto (hereinafter the trademarks, trademark applications and trademark registrations listed in Schedules A and B attached hereto shall be referred to collectively as the "Marks");

WHEREAS, Centric Group, LLC, a limited liability company of the State of Delaware with offices at 1260 Andes Boulevard, St. Louis, Missouri 63132 ("Centric"), is desirous of acquiring all of Crawford's right, title and interest in and to the trademarks and registrations listed in Schedule A and the trademarks and pending intent-to-use trademark applications listed in Schedule B and any registrations issuing therefrom, pursuant to an Action By Unanimous Written Consent Of The Board Of Directors Of The Crawford Group, Inc. executed July 26, 1999 in connection with a plan of corporate restructuring; and

WHEREAS, Centric has acquired and is acquiring the portion of Crawford's business to which the trademarks and pending intent-to-use trademark applications listed in Schedule B pertain, which business is ongoing and existing.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Crawford has sold, assigned and transferred, and hereby does, sell, assign and transfer unto Centric the entire right, title and interest in and to the trademarks and registrations listed in Schedule A, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Centric, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Crawford had no sale and assignment of said Marks been made.

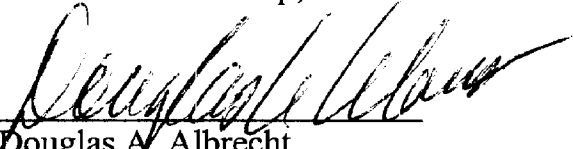
2. Crawford has sold, assigned and transferred, and hereby does, sell, assign and transfer unto Centric the entire right, title and interest in and to the trademarks and pending intent-to-use trademark applications listed in Schedule B, and any registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Centric, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Crawford had no sale and assignment of said Marks been made.

3. Crawford further agrees to execute such further documents reasonably required by Centric to secure and enforce the rights granted to Centric under this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand the 24 day of

April 2000.

The Crawford Group, Inc.



Douglas A. Albrecht
Vice President

STATE OF MISSOURI

:
: SS

COUNTY OF ST. LOUIS

:

On this 24th day of April 2000 before me, a Notary Public, within and for the County of St. Louis, State of Missouri, personally appeared Douglas A. Albrecht, to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

PENNE C. LAYTON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES: SEPT. 13, 2003

Penne C. Layton

Notary Public

My Commission Expires: September 13, 2003