



D.

05-26-2000

06-22-2000

U.S. Patent & TMO for TM Mail Rpt Dt. #34

FORM PTO-1594  
1-31-92

RE



U.S. DEPARTMENT OF COMMERCE  
Patent & Trademark Office

101386920

MRD  
5.26.00

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

1. Name of conveying party(ies):

Monarch Company, Inc.

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

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

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

Leading Edge Flavors, Inc.  
2101 Baker Boulevard, P. O. Box 1089  
Temple, TX 7650-1089

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

3. Nature of conveyance

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

Execution Date April 20, 2000

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

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

A. Trademark Application No. (s)      B. Trademark Registration No. (s)

0,212,910

Additional numbers attached?  Yes  No

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

David G. Her...  
Regis. No. 32,735  
Naman, Howell, Smith & Lee, P.C.  
900 Washington Avenue  
P. O. Box 1470  
Waco, TX 76703-1470

6. Total number of applications and registrations involved

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

06/22/2000 DNGUYEN 00000060 212910

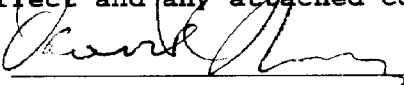
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9. Statement and Signature

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.

  
\_\_\_\_\_  
Signature

5/23/00  
\_\_\_\_\_  
Date

  
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Name of Person Signing

Total number of pages comprising cover sheet [   2   ]

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MARK: KIST  
REGIS. NO.: 0212910  
INT. CLASS NO.: 32

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
ASSIGNMENT OF REGISTERED TRADEMARK**

WHEREAS, Monarch Company, Inc. ("Assignor"), is the owner of the following trademark now registered in the United States Patent and Trademark Office:

Trademark: KIST  
Registration No.: 0212910  
Date of Regis.: 05/18/86 (Last Renewal)

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, Assignor hereby assigns to Leading Edge Flavors, Inc., a Texas corporation ("Assignee") all right, title and interest in the United States in and to said trademark and said registration therefor, together with the goodwill of the business symbolized by said trademark and the registration thereof, all causes of action, known or unknown, pertaining thereto, and all rights and interests in marks, if any, which are owned by Assignor and are colorable imitations of, or otherwise confusingly similar to the mark expressly hereby assigned, without limitation, including all rights in and to any form or version of KIST.

Assignor agrees to cooperate with Assignee or its successors or assigns in any legal proceeding pertaining to the assigned rights and interests, and, provided that Assignor's expenses incurred are promptly reimbursed by Assignee, upon reasonable request, to cause knowledgeable representatives to be available to Assignee's then counsel for testifying or otherwise providing information in connection with such proceedings. Assignor agrees to sign all lawful papers, make

