

10-25-2000



REC 101496833 .T

TRADEMARKS ONLY

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

Submission Type

- New 10-10-00
- 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
09/29/00

Conveying Party

Mark if additional names of conveying parties attached

Name MERJAN FARMLANDS, LLC

Execution Date
Month Day Year
09/29/00

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other LIMITED LIABILITY COMPANY
- Citizenship/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name FRESNO FARMLANDS CORP.

DBA/AKA/TA

Composed of

Address (line 1) 11 MADISON AVENUE

Address (line 2)

Address (line 3) NEW YORK

NY

10010

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

- Citizenship/State of Incorporation/Organization DELAWARE

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.)

FOR OFFICE USE ONLY

10/24/2000 MTHAI1 00000134 2042646

01 FC:481
02 FC:482

40.00 OP
75.00 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 Practices. 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

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

212-325-2822

Name

RHONDA G. MATTY

Address (line 1)

CREDIT SUISSE FIRST BOSTON

Address (line 2)

11 MADISON AVENUE

Address (line 3)

NEW YORK, NY 10010

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

8

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)

2042646

2244894

2042707

2114974

Number of Properties

Enter the total number of properties involved.

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115---

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.

SEE ATTACHED SIGNATURE PAGE

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF U. S. TRADEMARKS

This ASSIGNMENT OF U. S. TRADEMARKS (this "**Assignment**"), dated as of September 29, 2000, is executed by MERJAN FARMLANDS, LLC, a California limited liability company having as its principal place of business at 7541 Eads Avenue, Suite F, La Jolla, California 92037 ("**Assignor**"), in favor of FRESNO FARMLANDS CORP., a Delaware corporation having as its principal place of business at 11 Madison Avenue, New York, New York 10010 ("**Assignee**").

A. Assignor has adopted, used and is the owner of all right, title and interest in and to the trademarks and respective registrations thereof in the United States Patent and Trademark Office listed in Schedule A attached hereto (collectively, the "**Trademarks**").

B. The parties set forth on Schedule 1 attached hereto have entered into that certain Settlement Agreement, dated as of September 29, 2000 (the "**Settlement Agreement**"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

C. Pursuant to the Settlement Agreement, Assignor has agreed to enter into this Assignment.

D. Assignor and Assignee may be referred to herein collectively as the "**Parties**" and individually as a "**Party**".

NOW, THEREFORE, pursuant to the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignor hereby assigns unto Assignee all of Assignor's right, title and interest in and to the Trademarks. In order to give full force and effect to such assignment, Assignor further agrees to execute formal U.S. Patent and Trademark Office assignment documents in the form attached hereto as Exhibit B as to the registrations listed in Schedule 1 attached hereto.

2. Assignor represents and warrants that it has made no prior assignment or encumbrance of any of the Trademarks which remains effective as of the date hereof. Assignors disclaim any and all implied warranties. The only warranties made by Assignors are the express warranties herein and in the Settlement Agreement.

3. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. This Assignment shall be interpreted and enforced according to the laws of the State of California. In any action or proceeding hereunder, the prevailing Party shall be entitled to recover from the non-prevailing Party or Parties its reasonable costs and expenses of such action or proceeding, including reasonable attorneys' fees.

5. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Assignment.

6. This Assignment may be executed in several counterparts, each of which shall constitute an original, and together shall constitute one Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR:

MERJAN FARMLANDS, LLC,
a California limited liability company

By: MERJAN FACILITIES, LLC,
a California limited liability company
its managing member

By: MERJAN LAND HOLDINGS, INC.,
a California corporation

By: William J. Barkett
William J. Barkett,
its President

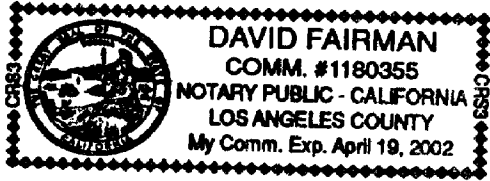
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On September 26, 2000, before me, David Fairman,
personally appeared William J. Barkett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, to the entity upon behalf of which the person acted, executed the instrument.

David Fairman
Notary Public

[Seal]

My Commission Expires: 4/19/2002



SCHEDULE 1

Parties to Settlement Agreement

Credit Suisse First Boston Mortgage Capital LLC, a Delaware limited liability company
Credit Suisse First Boston, a Swiss Bank, acting through its New York branch
Merjan Farmlands, LLC, a California limited liability company
Merjan Management Company, a California corporation
Golden State Leasing, LLC, a California limited liability company
William J. Barkett, an individual
Sunmet Agricultural, Inc., a California corporation
Merjan Financial Corporation, a California corporation
Sunmet Growers, LLC, a California limited liability company
Merjan Land Holdings, Inc., a California corporation
Merjan Nevada Corporation, a Nevada corporation
Merjan Facilities, LLC, a California limited liability company
Merjan Clarksburg Corporation, a California corporation
Merjan Alamos, LLC, a Delaware limited liability company
Merjan Alamos II, LLC, a Delaware limited liability company
Lisa Barkett, an individual
Dr. Joseph A. Barkett, an individual

EXHIBIT A

List of Trademarks

- 1) Mark: SUNMET
Reg. No.: 2042646
Reg. Date: March 11, 1997
- 2) Mark: SUNMET (w/ design)
Reg. No.: 2042707
Reg. Date: March 11, 1997
- 3) Mark: SUNMET (w/ design)
Reg. No.: 2114974
Reg. Date: November 25, 1997
- 4) Mark: APPLE IN A BAG
Reg. No.: 2244894
Reg. Date: May 11, 1999

EXHIBIT B

**Form of Recorded Trademark Assignment
(see attached)**

SIGNATURE PAGE

September 29, 2000

MERJAN FARMLANDS, LLC,
a California limited liability company

By: **MERJAN FACILITIES, LLC,**
a California limited liability company
its managing member

By: **MERJAN LAND HOLDINGS, INC.,**
a California corporation

By: _____
William J. Barkett,
its President

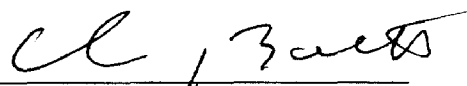
SIGNATURE PAGE

September 29 2000

MERJAN FARMLANDS, LLC,
a California limited liability company

By: **MERJAN FACILITIES, LLC,**
a California limited liability company
its managing member

By: **MERJAN LAND HOLDINGS, INC.,**
a California corporation

By: 
William J. Barkett,
its President