

11-15-2000



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MRD  
11.06.00

### RECORDATION FORM COVER SHEET 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  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name LYDIA NUNEZ Execution Date  
Month Day Year  
09 22 2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization US

#### Receiving Party

Mark if additional names of receiving parties attached

Name GONZALEZ AND TAPANES FOODS, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 868 NW 21ST TERRACE

Address (line 2) \_\_\_\_\_

Address (line 3) MIAMI FL 33127  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization DELAWARE

FOR OFFICE USE ONLY

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. 20221

REEL: 002173 FRAME: 0958

**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

617 573 5866

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)		
<input type="text" value="75/658163"/>	<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"/>

**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.

GEORGE W. TUTTLE

Name of Person Signing

Signature

11 02 2000

Date Signed

Exhibit "D"

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 22nd day of September, 2000, by Lydia Nunez, an individual resident of the State of Florida with an address at 8445 S.W. 102 Place, Miami, Florida 33173 ("Assignor"), and Gonzalez and Tapanes Foods, Inc., a Delaware corporation with an address at 868 North West 21st Terrace, Miami, Florida 33127 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademark SELECTED CLASSICS (the "Mark"); and

WHEREAS, Assignee desires to acquire the Mark, and any and all registrations and applications therefor, and Assignor agrees to sell, grant, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Mark, and any and all registrations and applications therefor, in the United States, its territories and possessions, and throughout the world, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, grants, assigns, transfer, conveys and delivers to Assignee its entire right, title and interest in, to and under the Mark, and any and all registrations and applications therefor (including, but not limited to, United States Trademark Application Serial No. 75/658163), as it is used in the United States and throughout the world, together with the goodwill associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and equipment of its successors, assigns, or other legal representatives.

2. Further Assistance. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and reasonable expense (except for subparagraph (d) below, which shall be at the expense of Assignor) (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation, maintenance and prosecution of any applications or registrations or any applications for renewal of registrations covering the Mark in the United States and throughout the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with the Mark anywhere in the world, including, but not limited to, testifying as to any facts relating to the trademark assigned herein and this Assignment;

(c) in obtaining any additional trademark, service mark or trade name protection for the Mark that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in the perfection of the Assignor's title to the Mark and the assignment of the Mark to Assignee under this Assignment.

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

(a) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark, including any and all registrations and applications therefor, and all rights to sue and recover for past infringement thereof;

(b) to the knowledge of Assignor, the Mark does not infringe the rights of any third party;

(c) it has not licensed the Mark to any third party; and

(d) it has the power and authority necessary to enter into this Assignment, without the consent of any third party, and effect the intent of this Assignment as provided for herein.

4. Indemnification. Assignor (the "Indemnitor") shall indemnify, defend and hold harmless the Assignee, and its directors, officers, employees and agents, and their respective successors, heirs and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), from and against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees in connection with any claims, suits, actions, demands or judgments arising out of or resulting from any breach of any representation, warranty, covenant, undertaking of the Indemnitor in this Assignment. In the event that any Indemnitee seeks indemnification from the Indemnitor under this Section 4, the Indemnitee shall:

(a) notify the Indemnitor within 15 (fifteen) days of receiving notice of such claim, suit or action (the "Claim") giving rise to the Indemnitor's obligations;

(b) give the Indemnitor sole authority to defend or settle the Claim; provided, however, that the Indemnitee shall be entitled to appear, defend, and protect its rights and interests, through settlement or otherwise, if the Indemnitee reasonably believes it has grounds for insecurity, and provided further, however, that the Indemnitor shall not settle the Claim without the prior written consent of the Indemnitee, which consent shall not unreasonably be withheld; and

(c) responsibly cooperate and assist the Indemnitor (including, but not limited to, the provision of information related to the Claim) at the Indemnitor's expense with defense of the claim.

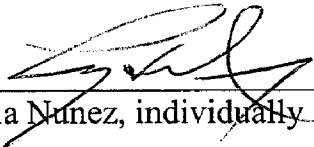
5. Subsequent Payments. If any proceeds of the Mark or any payment thereon is for any reason received by Assignor subsequent to the date hereof, Assignor will remit the same to

Assignee immediately in the form in which received, together with all necessary assignments and endorsements.

6. Consent of Assignee. Assignee hereby acknowledges and consents to the assignment by Assignor to Assignee of all of the right, title and interest in the Mark, and any and all registrations and applications therefor, pursuant to the Agreement.

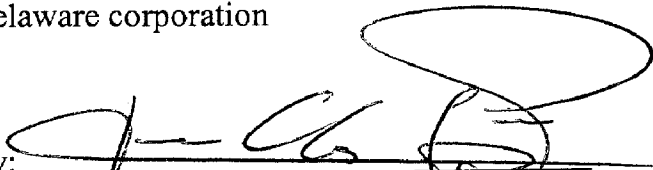
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

  
Lydia Nunez, individually

ASSIGNEE:

GONZALEZ AND TAPANES FOODS, INC., a  
Delaware corporation

By:   
Name: J. CARLOS PENA  
Title: president

State of FLORIDA )

County of DADE )

On this 22<sup>nd</sup> day of SEPTEMBER 2000, before me personally appeared Lydia Nunez, to me personally known, who being by me duly sworn (or affirmed), did acknowledge her execution of the foregoing instrument to be her free act and deed.

Witness my hand and seal this 22<sup>nd</sup> day SEPTEMBER 2000.

Miriam Romero

Notary Public



Miriam Romero

My Commission CC932175

My commission expires \_\_\_\_\_

Expires April 30, 2004

State of FLORIDA )  
County of DADE )

On this 22<sup>nd</sup> day of SEPTEMBER 2000, before me personally appeared J. CARLOS PENA, to me personally known, who being by me duly sworn (or affirmed), did say that he/she is the PRESIDENT of Gonzalez and Tapanes Foods, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the same on behalf of the corporation.

Witness my hand and seal this 22<sup>nd</sup> day SEPTEMBER, 2000.

Miriam Romero  
Notary Public

My commission expires  Miriam Romero  
My Commission CC932175  
Expires April 30, 2004

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