

11-16-2000



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*8.29.00*

To the Honorable Commissione

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
Patricia Moore  
22151 Eden Road  
Topanga, California 90290

08-29-2000  
U.S. Patent & TMO/TM Mail Rpt Dt. #54

Name and address of receiving party(ies):

Name: Eden Foods, Inc.

Internal Address: \_\_\_\_\_

Street Address: 701 Tecumseh Road

City: Clinton State: MI Zip: 49236

- Individual(s)
  - General Partnership
  - Corporation-State of Delaware
  - Other \_\_\_\_\_
- Additional name(s) of conveying party(ies) attached?  Yes  No

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Michigan
- Other \_\_\_\_\_

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

3. Nature of conveyance:

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

Execution Date: August 25, 2000

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

A. Trademark Application No.(s)

SN 75/425,698

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

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

Name: J. Timothy Hobbs

Internal Address: Wiley, Rein & Fielding

Street Address: 1776 K Street, N.W.

City: Washington State: D.C. Zip: 20006

6. Total number of applications and registrations involved: \_\_\_\_\_ 1

7. Total fee (37 CFR 3.41) ..... \$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501129

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

DO NOT USE THIS SPACE

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.*

J. Timothy Hobbs  
Name of Person Signing

*J. Timothy Hobbs*  
Signature

29 August, 2000  
Date

Total number of pages comprising cover sheet \_\_\_\_\_

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per documents to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**TRADEMARK**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

EDEN FOODS, INC.,	)	
	)	
	)	
Opposer,	)	
	)	
v.	)	Opposition No. 118,276
	)	
PATRICIA MOORE,	)	
	)	
Applicant.	)	
	)	

**ASSIGNMENT OF TRADEMARK AND TRADEMARK APPLICATION**

**WHEREAS**, Patricia Moore, an individual citizen of the United States having an address at 22151 Eden Road, Topanga, California 90290, (hereinafter "Ms. Moore"), is the owner of all right, title and interest in and to the trademark EDEN RANCH as applied to food supplements, namely, vitamins, minerals, dietary food supplements, and food digestant aids in tablet form for human use, and is also the owner of trademark App. Ser. No. 75/425,698 - EDEN RANCH, now pending in the United States Patent and Trademark Office;

**WHEREAS**, Eden Foods, Inc., a Michigan corporation located and doing business at 701 Tecumseh Road, Clinton, Michigan 49236, (hereinafter "Eden Foods"), is desirous of acquiring the above identified trademark and trademark application;

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ms. Moore hereby sells, conveys and assigns unto Eden Foods

all right, title and interest in and to the above-identified trademark, as applied to food supplements, and App. Ser. No. 75/425,698, together with the goodwill of the food supplement business symbolized thereby.

Ms. Moore further assigns unto Eden Foods all right to sue for and to receive all damages accruing from past infringement of the above-identified trademark, as applied to food supplements, by other parties.

Ms. Moore agrees that, upon the request of Eden Foods, she will execute all documents, make all rightful oaths, testify on behalf of Eden Foods and do all other lawful acts necessary to carry out the intent of this agreement; as well as to provide such other material, information, documentation or assistance as Eden Foods may reasonably consider necessary. In the event expenses are reasonably incurred by Ms. Moore in performing such requests by Eden Foods, Eden Foods shall reimburse Ms. Moore for such expenses.

Ms. Moore represents and warrants that she is the full and sole owner of the trademark conveyed herein and that she has the full right and power to execute this Assignment; and that there are no licenses, encumbrances or other agreements, written or implied, relating to the mark EDEN RANCH as applied to food supplements.

This assignment shall be construed in accordance with the laws of the State of Michigan.

PATRICIA MOORE, an Individual

By: Patricia Moore  
Patricia Moore

Date: 8-25-00