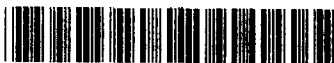


12-07-2000



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

R

NOV 27 2000

11.27.w

101543565

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

Execution Date
Month Day Year

Name Royal Oak Enterprises, Inc.

08102000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Lord, Jr., William W.

DBA/AKA/TA Chef's Choice

Composed of _____

Address (line 1) P.O. Box 707

Address (line 2) _____

Address (line 3) Carpinteria California 93014

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- 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.)

Citizenship/State of Incorporation/Organization USA

12/06/2000 DBYRNE 00000191 74558040

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 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 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. 20231

TRADEMARK
REEL: 002190 FRAME: 0496

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

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="74558040"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75270746"/>	<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:

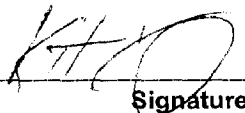
Yes

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.

Kurt Koenig
Name of Person Signing


Signature

11/21/00
Date Signed

QUITCLAIM TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of August 10, 2000 ("Effective Date") from Royal Oak Enterprises, Inc., a Delaware Corporation with a place of business at One Royal Oak Avenue, Roswell, GA, 30076 ("ASSIGNOR"), to William Lord, Jr., an individual dba Chef's Choice with an address at P.O. Box 707, Carpinteria, CA 93014, ("ASSIGNEE");

WHEREAS, pursuant to an Agreement dated May 31, 2000 between ConAgra, Inc. and ASSIGNOR a copy of which is attached as **Exhibit A**, ASSIGNOR purchased all right title and interest in and to Trademark Application Serial Nos. 74/558,040 and 75/270,746 ("the Applications") for the mark CHEF'S CHOICE ("the Mark") as identified in **Exhibit B**, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized by the Marks in connection with the goods on which the Marks are used; and

WHEREAS, ASSIGNOR desires to quitclaim, convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Applications.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby quitclaims, conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark and the Applications, together with (1) the goodwill of the business relating to the Products in respect upon which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute such documents, papers, forms, and authorizations and take all other actions reasonably requested by ASSIGNEE that may be necessary for securing, completing, or vesting in ASSIGNEE, its designees, successors and assigns full right, title, and interest in the Mark and the Applications as assigned hereunder.

The foregoing assignments are made on an "as is" basis without any warranties or representations whatsoever, and are subject to any third party claims of infringement. The foregoing assignments are limited to such rights, if any, that ASSIGNOR may hold in the Mark and Applications as used on wood chips, wood chunks used for fuel, charcoal briquettes and lighter fluid.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the Effective Date.

ASSIGNOR: ROYAL OAK ENTERPRISES, INC.

by: James E. Allen
Name: James E. Allen
Title: President

ASSIGNEE: WILLIAM LORD, JR.

by: William W. Lord, Jr.
Name: William, Lord, Jr.
Title: Owner

ACKNOWLEDGEMENT

State of Georgia)
County of Forsyth)

On August _____, 2000 before me, Beverly Gayle Fox, Notary Public,
personally appeared James E. Allen personally known to me - **OR**- proved to me on
the basis of satisfactory evidence to be the person(s)
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, or the entity upon behalf of
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Beverly Gayle Fox
Signature of Notary Public

Notary Public, Forsyth County, Georgia
My Commission Expires June 7, 2004

Exhibit A

Trademark Assignment from ConAgra, Inc. to Royal Oak Enterprises, Inc.
dated May 31, 2000

Exhibit A

TRADEMARK ASSIGNMENT

WHEREAS, ConAgra, Inc., a Delaware corporation ("Assignor"), whose address is One ConAgra Drive, Omaha, Nebraska, 68102-5001 is the applicant to register the trademark "Chef's Choice" under Serial No. 75-270,746 and Serial No. 74-558,040, now pending before the United States Patent and Trademark Office; and

WHEREAS, Royal Oak Enterprises, Inc., a Delaware corporation ("Assignee") whose address is One Royal Oak Avenue, Roswell, Georgia, 30076, desires to acquire Assignor's right title and interest in and to the aforesaid Trademark and the applications related thereto, together with the goodwill of the business appurtenant thereto.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey unto the said Assignee the entire right, title and interest in and to the Trademark "Chef's Choice" which is the subject of applications to register under Serial No. 75-270,746 and Serial No. 74-558,040 now pending before the United States Patent and Trademark Office; together with all income, royalties and damages now or hereafter due or payable with respect to the Trademark, the goodwill of the business symbolized by the Trademark and the registrations and applications therefore.

Assignor further assigns unto Assignee all right to pursue the above applications to register the Trademark and to sue for and receive all damages accruing from present, future and past infringements of the Trademark.

Assignor undertakes that upon the request of Assignee or its designees, it and/or its successor in business, shall execute and deliver such further instruments as Assignee or its designees may reasonably request to more fully vest the right, title and interest in the Trademark assigned hereunder to Assignee, its designees, successors and assigns.

The foregoing assignments are made on an "as is" basis without any warranties or representations whatsoever, and are subject to any third party claims of infringement. The foregoing assignments are limited to such rights, if any, that Assignor may hold in the Trademark as used on wood chips, wood chunks used for fuel, charcoal briquettes and lighter fluid, and expressly exclude any rights that Assignor may hold in the Trademark as used on any other goods.

IN WITNESS WHEREOF, the undersigned Assignor has caused this assignment to be executed as of this thirty-first day of May, 2000.

CONAGRA INC.

By:

Name:

Title:

Peter J. Foley
Peter J. Foley
Director of Corporate Planning

K:\ROYAL OAK\CORP\Bemside\arrow\TRADEMARK ASSIGNMENT.doc

Exhibit B

ASSIGNED TRADEMARK(S)

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. CHEF'S CHOICE	74/558,040	08/08/94	N/A	N/A
2. CHEF'S CHOICE	75/270,746	04/08/97	N/A	N/A

Exhibit B