

12-07-2000

FORM PATENT AND TRADEMARK OFFICE-1594

U.S. DEPARTMENT OF



PATENT AND TRADEMARK OFFICE

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

101543589

COPY THEREOF

1. NAME OF CONVEYING PARTY(IES):

LYKES BROTHERS, INC.

11.21.00

- INDIVIDUAL(S)
- GENERAL PARTNERSHIP
- CORPORATION-STATE OF FLORIDA
- OTHER
- ASSOCIATION
- LIMITED PARTNERSHIP

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? Yes No

3. NATURE OF CONVEYANCE:

- ASSIGNMENT
- SECURITY AGREEMENT
- OTHER
- MERGER
- CHANGE OF NAME

EXECUTION DATE: JULY 2, 1999

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):

NAME:
LYKES PASCO, INC.

INTERNAL ADDRESS:

STREET ADDRESS:
400 N. TAMPA STREET, TAMPA, FL 33602

- INDIVIDUAL(S) CITIZENSHIP
- ASSOCIATION
- GENERAL PARTNERSHIP
- LIMITED PARTNERSHIP
- CORPORATION-STATE OF FLORIDA
- OTHER

IF ASSIGNEE IS NOT DOMICILED IN THE UNITED STATES, A DOMESTIC REPRESENTATIVE DESIGNATION IS ATTACHED Yes No

ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? Yes No

4. APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S):

A. TRADEMARK APPLICATION No(s):

75/429,597
75/429,598
75/429,599

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: C. Douglas McDonald
INTERNAL ADDRESS: Carlton, Fields, et al.
STREET ADDRESS: P. O. Box 3239
Tampa, FL 33601-3239

6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED: 3

7. TOTAL FEE (37 CFR 3.41)\$ 120.00

ENCLOSED

AUTHORIZED TO BE CHARGED TO DEPOSIT ACCOUNT¹
¹NOTE: (ONLY IF AMOUNT ENCLOSED IS INCORRECT)

8. DEPOSIT ACCOUNT NUMBER:

03-0683

(ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT)

12/06/2000 DBYRNE 00000221 75429597

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

C. Douglas McDonald

11/17/00

NAME OF PERSON SIGNING

SIGNATURE

DATE

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

Refund Ref:
12/07/2000 DBYRNE 0000100065

CHECK Refund Total: \$30.00

TPA#1651938.01

TRADEMARK
REEL: 002190 FRAME: 0565

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), effective as of July 2, 1999, is between Lykes Bros. Inc., a Florida corporation having an address at 400 N. Tampa Street, Tampa, Florida 33602 ("Assignor"), and Lykes Pasco, Inc., a Florida corporation having an address at 400 N. Tampa Street, Tampa, Florida 33602 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks and trade names, including any registrations or applications therefor, listed on attached Exhibit A (collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks and all other rights owned by Assignor in the Trademarks.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in the United States and elsewhere in and to the Trademarks, including without limitation all registrations and applications therefor, together with the goodwill of the business symbolized by the Trademarks and the right to sue for and collect damages for past infringements of the Trademarks.

Assignor shall deliver to Assignee all files in its possession or in possession of its agents concerning the Trademarks, including any trademark prosecution, cancellation and enforcement files.

Upon the execution and delivery of this Assignment, Assignor shall cease all use of the Trademarks and shall not use any marks confusingly similar to the Trademarks.

Assignor represents and warrants that it has the full right to convey the entire right, title and interest in and to the Trademarks and the rights herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Assignor covenants that it will sign all lawful papers, make all rightful declarations and/or oaths, and generally do what is necessary to enable Assignee, and its successors, legal representatives and assigns, to record and enforce this Assignment and protect and enforce the Trademarks in all countries.

IN WITNESS OF THIS ASSIGNMENT, an authorized representative of Assignor, Lykes Bros. Inc., has signed below:

Assignor: LYKES BROS. INC.

By: [Signature]
Name: Elizabeth A Waters
Title: Secretary

STATE OF New York
COUNTY OF New York

§
§
§

Before me, a Notary Public, on this day personally appeared Elizabeth Waters known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Lykes Bros. Inc., and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 2nd day of July, 1999.

[Signature: Mona Style]
Notary Public in and for the State of New York

MONA STYLE
NOTARY PUBLIC, State of New York
No. 24-471199d
Qualified in Kings County
Commission Expires August 31, 2000

(PERSONALIZED SEAL)

[Handwritten mark]

EXHIBIT A

Trademark List

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Country</u>
BELLE HARBOUR	n/a	n/a	75-429,598	Feb. 5, 1998	U.S.A.
BELLE HARBOUR GIFT FRUIT COMPANY Logo	n/a	n/a	75-429,597	Feb. 5, 1998	U.S.A.
BELLE HARBOUR GIFT FRUIT COMPANY	n/a	n/a	75-429,599	Feb. 5, 1998	U.S.A.

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