MND 5.12.00

06-12-2001

TO: Assistant Commissioner o 2900 Crystal Drive



Atty Dkt. No. 1189.14/.15

101715489 Arlington, VA 22202-3513 Please record the attached original document(s) or copy(les) thereof. 2. NAME/ADDRESS OF RECEIVING PARTY(IES): 1. NAME OF CONVEYING PARTY(IES): J BAR B TRANSPORTATION, INC. John Foshee Name: of Harris County Internal Address: Street Address: 100 Main Street Houston, Texas, U.S.A. City: <u>Waelder</u> 78959 State: TX Zip Code: [] General Partnership 肾 Individual [] Limited Partnershp [] Association If assignee is not domiciled in the United States, a [] Corporation (State: domestic representative designation is attached. [] Other._ [] Yes [] No (Designation must be a separate document ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED? []YES XX NO from Assignment.) ADDITIONAL NAME(5) AND ADDRESS(ES) ATTACHED? [] YES XONO Execution Date: _3 / 7_/96 3. NATURE OF CONVEYENCE: [] OTHER:_ [] SECURITY AGREEMENT KKASSIGNMENT [] CHANGE OF NAME [] MERGER 4. APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S): A. Trademark Application No.(s): B. Trademark Registration No.(s): 1,883,731 1,890,014 Additional numbers attached? I] Yes [] No Additional numbers attached? [] Yes XXNo 6. TOTAL NUMBER OF APPLICATIONS 5. NAME AND ADDRESS OF PARTY TO WHOM AND REGISTRATIONS INVOLVED: CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED: (\$40.00 first/\$25.00 addt'l) NAME: Daniel D. Chapman, Esquire 7. TOTAL FEE (37 CFR 3.41): \$ 65.00 INTERNAL ADDRESS: Gunn, Lee & Miller, P.C. [X] Enclosed [X] Authorized to Charge any Deficiency or Credit STREET ADDRESS: 300 Convent Street any Overpayment to Account No. 07-2400. Suite 1650 CITY: San Antonio ZIP CODE: 78205-3731 8. DEPOSIT ACCOUNT NUMBER 07-2400. STATE: Texas 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. April 29, 1996 DANIEL D. CHAPMAN, REG. NO. 32,726 DATE

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T-189,14 T-189,15

TRADEMARK REEL: 002268 FRAME: 0530

ASSIGNMENT OF REGISTERED TRADEMARK

THIS ASSIGNMENT, made and entered into as of the _____ day of March, 1996, between JOHN FOSHEE, a resident of Houston, Harris County, Texas ("Assignor"), and J BAR B TRANSPORTATION, INC., a corporation organized pursuant to the laws of the State of Texas, with offices located at 100 Main Street, Waelder, Gonzales County, Texas ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the trademark "Cajun Hollar" for food products which is registered in the United States Patent and Trademark Office, Registration No. 1,883,731, dated March 14, 1995, and Registration No. 1,890,014 dated April 18, 1995; and

WHEREAS, Assignee is desirous of acquiring said trademark and the registrations thereof (hereinafter whether one or more referred to as "Trademark");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all rights, title and interest in and to the trademark and the said registrations, together with that part of the good will of the business connected with and symbolized by the said Mark, as well as all tradenames, labels, and other trade rights, whether or not registered, including but not limited to, the right to use of the name "Cajun Hollar", the processes, formulae, recipes, and the equipment referred to in the Bills of Sale executed of even date herewith, and the rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of the said Mark, or injury to the said good will, and the right to sue for and recover the same in its, the Assignee's, own name.

AND ASSIGNOR FURTHER COVENANTS, WARRANTS AND AGREES AS FOLLOWS:

- (1) The trademark and the federal trademark registrations thereof are valid and enforceable throughout the United State of America, and no such trademark or federal trademark registration is subject to any pending or, to the best of Assignor's knowledge, threatened challenge, claim or right;
- (2) The entire right, title and interest of Assignor in and to the trademark and federal trademark registrations are free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights, registered user agreements and covenants by Assignor not to sue third persons, other than the interests created hereunder;
- (3) Assignor has good and marketable title to the trademark and federal trademark registrations owned or acquired by it, the interests created by any subsequent assignment or license granted to any customer, supplier or licensee for the purpose of facilitating the business of or generating revenue for Assignees; and

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TRADEMARK REEL: 002268 FRAME: 0531

- (4) Assignor shall not further assign or license any right, title or interest in the trademark or federal trademark registrations, the processes, formulae, recipes, processes, or the goodwill associated therewith.
- (5) Assignor will execute any and all documents required to protect Assignee's interest and rights under this agreement, including without limitation, documents required to be filed with the United States Patent and Trademark Office to maintain registrations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

JOHN FOSHEE

ATTESTATION

COUNTY OF GONZALES)(
STATE OF TEXAS)(
	1996, before me personally appeared JOHN name is subscribed to the foregoing instrument as uted the foregoing instrument for the purposes and
consideration therein contained.	Law Muchalio
LORI MICHALEC NOTARY PUBLIC STATE OF TEXAS	Notary Public My Commission Expires: 3-17-98

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RECORDED: 05/12/2000

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TRADEMARK REEL: 002268 FRAME: 0532