

ASSIGNMENT OF REGISTERED TRADEMARK

THIS ASSIGNMENT, made and entered into as of the 7 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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