

U.S. PATENT AND TRADEMARK OF  
ASSIGNMENT RECORDATION FORM COVER SHEET  
APPENDIX B

06-12-2001



101745922

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-7-07

NPF PRODUCT GROUP, INC.  
8900 Chaparral, Suite 1000  
Scottsdale, Arizona 85250

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation ☐ Other  
(State of Delaware)

2. Name and address of receiving party(ies): JUN - 7 2001

KAN-PAK, LLC  
1016 South Summit  
Arkansas City, Kansas 67005

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation ☒ Other (Delaware  
limited liability  
company)

If assignee is not described in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designation must be a separate document from Assignments)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: October 18, 2000

4. Application Nos. or Registration Nos.

A. Trademark Application No.(s) N/A  
Additional Numbers Attached? ☐ Yes ☒ No

B. Trademark Registration No.(s) 2,337,818; 2,325,049; 2,341,544; and 2,345,688  
Additional Numbers Attached? ☐ Yes ☒ No

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

HEAD, JOHNSON & KACHIGIAN

Attn: Mark G. Kachigian

228 West 17th Place

Tulsa, Oklahoma 74119

(918) 587-2000

mkachigian@hjkllaw.com

6. Total number of applications/registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00

☒ Enclosed  
☐ Authorized to be charged to deposit account  
☒ Any fees, charges or credits necessary during the prosecution of this application may be charged to the deposit account of the undersigned, No. 08-1500, unless otherwise notified.

8. Deposit account number: 08-1500

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

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.

Mark G. Kachigian  
Name of Person Signing

[Signature]  
Signature

June 5, 2001  
Date

TRADEMARK  
REEL: 002311 FRAME: 0933

**ASSIGNMENT OF TRADE NAMES AND TRADEMARKS**

THIS ASSIGNMENT OF TRADE NAMES AND TRADEMARKS is made by NATIVE PLANET FOODS, INC., a Delaware corporation, and NPF PRODUCT GROUP, INC., a Delaware corporation, whose addresses are both at 8900 Chaparral, Suite 1000, Scottsdale, AZ 85250 (the "Assignors"), in favor of KAN -PAK, LLC, a Delaware limited liability company ("Kan-Pak") and is delivered pursuant to an Asset Purchase Agreement of even date herewith by and among Kan-Pak, as the Purchaser, and Assignors, as Sellers.

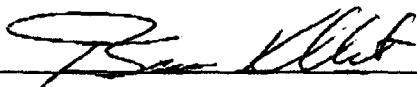
For value received, the Assignors hereby sell, transfer, assign and convey to Kan-Pak, to have and to hold forever, all of the Assignors' rights, title and interest in the trade names, trademarks, and service marks listed on the attached Exhibit I (the "Marks"), if any, together with the goodwill of Assignor's business symbolized by the Marks and all registrations and applications for registration of the Marks, including the registrations and applications listed on the attached Exhibit 1, for Kan-Pak's own use and for the use of its successors and assigns.

The Assignors hereby acknowledge and agree that, at Kan-Pak's reasonable request and without further consideration, the Assignors, shall execute, acknowledge, and deliver any further documents and instruments and perform any further acts that Kan-Pak reasonably requests to vest in Kan-Pak all of the Assignors' interest in and to the Marks.

The Assignors hereby appoint and constitute Kan-Pak as the Assignors' attorney-in-fact to act for the Assignors and in their and its name, place, and stead, but for Kan-Pak's own benefit, to assert or enforce any of the Assignors' rights, title or interest in the Marks.

IN WITNESS WHEREOF, the undersigned Assignors have caused this Assignment of Trade Names and Trademarks to be executed on this 16<sup>th</sup> day of October, 2000.

**NATIVE PLANET FOODS, INC.**

By: 

**NPF PRODUCT GROUP, INC.**

By: 