

06-12-2001



101746174

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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other

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

06/11/2001 TDIAZ1 00000097 78000095

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 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: 002312 FRAME: 0163

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 (830) 788-7511

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.

8

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)

78000095

2005610

75895496

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

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.

Randall Osherow

Name of Person Signing

Signature

May 31, 2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Agreement") is entered into as of the 31st day of May, 2001 (the "Effective Date") by and among Earl Campbell ("Campbell") and Earl Campbell Foods, Inc., a Delaware corporation ("ECF") (collectively hereinafter "Assignor"), and Earl Campbell Meat Products, Inc. (hereinafter "Assignee"), a Nevada corporation, as follows:

BACKGROUND

A. Assignor is the owner of the trademarks, service marks, trade names, trade slogans, and any and all trade dress associated therewith described in Schedule 1 attached hereto and incorporated by reference herein (the "Marks"), together with the goodwill of the business symbolized thereby and appurtenant thereto.

B. Assignor owns the trademark registrations ("Registrations") described in Schedule 2 attached hereto.

C. Assignor or its designee has registered the Internet domain names described in Schedule 3 attached hereto ("Domain Names") with Network Solutions, Inc. ("NSI") or other accredited domain name registrar (collectively, "Registrars").

D. Assignor owns the Marks and Registrations, has registered the Domain Names, and pursuant to the Asset Purchase Agreement, executed by Assignor and Assignee, effective as of May 31, 2001, has transferred to Assignee all of Assignor's rights, titles, and interests in and to certain trademarks and domain names, including, but not limited to, the Marks, Registrations, and Domain Names ("Purchase Agreement").

E. Assignor and Assignee desire that Assignor convey, transfer, assign, deliver, and contribute to Assignee all of Assignor's worldwide rights, titles, and interests in and to the Marks, Registrations, and Domain Names listed herein.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

AGREEMENT

Section 1. ASSIGNMENT OF MARKS

1.1 Grant for the Marks. Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's worldwide rights, titles, and interests in and to:

(a) the Marks, together with (i) the Registrations, (ii) the goodwill of the business of Assignor symbolized thereby and appurtenant thereto; (iii) 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, misappropriations, and other unauthorized uses of the Marks; and (iv) all rights to sue for past, present, and future infringements, misappropriations, or other unauthorized uses of the Marks; and

(b) the Domain Names, together with (i) the goodwill of the business of Assignor symbolized thereby and appurtenant thereto and (ii) Assignor's contractual rights to use the Domain Names licensed to Assignor by Registrars in a manner consistent with the Registrars' policies and procedures. Nothing herein shall be interpreted to contravene the terms of the domain name registration service agreement in effect between Assignor and Registrars governing the use of the Domain Names by Assignor.

1.2 Grant for Associated Rights. Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights, including copyrights, in the trade dress, labels, and designs associated with the Marks.

1.3 Assignments Irrevocable. Assignor acknowledges and agrees that all conveyances, transfers, assignments, deliveries, and contributions made by Assignor hereunder are irrevocable and shall survive any termination or expiration of this Trademark Agreement or any other agreement between the parties related to any of the Marks, Registrations, or Domain Names, provided, however, that such assignments are subject to the security interest of ECF pursuant to Section 2(f) of the Purchase Agreement and in the event that all of the Marks are transferred pursuant to such security interest, the assurances provided by the parties hereto shall be terminated as of that date.

1.4 Limitations. The parties understand and agree that the right to use the name "Earl Campbell" (including shortened versions of the name, such as "Earl" and "Campbell"), pictures, likenesses, caricatures, and the signatures of Earl Campbell on any good or in connection with any service other than the Campbell Food Products Line is retained by Campbell and is not conveyed herein.

Section 2.
WARRANTIES AND COVENANTS

2.1 Authority and General Warranties. Each party represents and warrants to the other that it is duly existing; that it has full power and authority to enter into this Trademark Agreement; that this Trademark Agreement does not and will not interfere with any other agreement to which it is a party; and that it will not enter into any agreement the execution or performance of which would violate or interfere with this Trademark Agreement.

Section 3.
FURTHER ASSURANCES

3.1 Domain Name Registration. Without limiting the foregoing, Assignor agrees:

(a) to transfer ownership of the registration of the Domain Names (including, without limitation, "earlcampbellfoods.com") to Assignee or its designee, and to execute and return to Assignee the Registrant Name Change Agreements required by NSI (or other assignment agreements required by the applicable Registrar) for such purpose.

(b) to immediately relinquish all rights in and to the Domain Names and authorize the applicable Registrars to take all steps necessary to fully effectuate a transfer of such domain names to Assignee or its designee.

3.2 Intellectual Property.

(a) ECF and Campbell shall never oppose, seek to cancel, challenge or contest, either directly or indirectly, Assignee's use and registration of the Marks, Domain Names or the name "Earl Campbell," including shortened versions of the name, such as "Earl" and "Campbell," in connection with the Campbell Food Products Line, as defined in the Purchase Agreement.

(b) ECF shall not hereafter use or register any Mark, name or Domain Name which includes "Earl Campbell" or any term confusingly similar to it in connection with the Campbell Food Products Line, as defined in the Purchase Agreement, except through a written agreement with Assignee. Similarly, Assignee shall not hereafter use or register any Mark, name or Domain Name which includes "Earl Campbell" or any term confusingly similar to it in connection with any product or service, other than those related to the Campbell Food Products Line, except through a written agreement with Campbell.

(c) ECF and Campbell, jointly and severally, warrant that other than the Marks and the Domain Names, they have not previously used any trademark, service mark, trade name or domain name in connection with the Campbell Food Products Line confusingly similar to the Mark and that except as disclosed in Section 5(a) of the Purchase Agreement neither of them has applied for or received any trademark or service mark registration in any country, province, state or other political subdivision anywhere in the world.

Section 4.
MISCELLANEOUS

4.1 Governing Law; Venue; Jurisdiction. This Trademark Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without reference to conflicts of law principles. Jurisdiction and venue for all disputes arising under this Trademark Agreement shall be in the state and federal courts residing in Travis County, Texas.

4.2 Modification. This Trademark Agreement may not be modified, nor any obligation waived, except by a writing signed by both Assignee and Assignor. This Trademark Agreement may not be modified, nor any obligation waived, except by a writing signed by both Assignee and Assignor.

4.3 Assignment. The rights and liabilities of the parties under this Trademark Agreement will bind and inure to the benefit of the parties' respective successors, permitted assigns, executors and administrators, as the case may be.

4.4 Counterparts. This Trademark Agreement may be executed in duplicate and either copy or both copies are considered originals.

4.5 Severability. If, but only to the extent that, any provision of this Trademark Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the specific intent and agreement of the parties that this Trademark Agreement shall be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent. It is the specific intent and request of the parties that the court or other adjudicative body called upon to interpret or enforce this Trademark Agreement modify such provision to the minimum extent necessary so as to render it enforceable. If such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor. If the remainder of this Trademark Agreement is not affected by such declaration or finding and is capable of substantial performance by the parties, then the remainder shall be enforced to the extent permitted by law.

4.6 No Bias. This Trademark Agreement shall be interpreted as written and negotiated jointly by the parties. It shall not be strictly construed against either party, regardless of the actual drafter of the Trademark Agreement.

4.7 Attorneys' Fees. In the event any obligation of this Trademark Agreement must be enforced, through litigation or otherwise, the prevailing party will be entitled to recover reasonable costs and expenses incurred in enforcing the obligation, including costs, reasonable attorneys' fees and experts' fees.

4.8 Headings. The section headings appearing in this Trademark Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Trademark Agreement or any of the Sections thereto.

4.9 Waiver. The waiver by either party of any breach of any provision of this Trademark Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Agreement, effective as of the day and year first above written.

Assignee: ^{or} E.C.

Assignor: ^{et}

EARL CAMPBELL FOODS, INC.

EARL CAMPBELL MEAT PRODUCTS, INC.

By: [Signature]

By: [Signature]

Its: Capt. T. T. T.

Its: President

[Signature]

Earl Campbell, Individually

Schedule 1

MARKS

Marks

Word Marks

Earl Campbell's

Earl's Favorite

Cocina Del Rey

Thrifty Man

Schedule 2**TRADEMARK REGISTRATIONS**Federal Registrations

U.S. Registration No.	Mark	Goods / Services	Class
2005610	Earl Campbell's	barbecue sauce; meats, namely sausage	International Class 29 & 30
Serial No. 78000095 (Registration Pending)	Cocina Del Rey	prepared and packaged meals consisting primarily of prepared or packaged meats	International Class 29 and US Class 46
Serial No. 75895496 (Registration Pending)	Thrifty Man	prepared meals consisting primarily of meat, fish, poultry, or vegetables, and also containing rice or pasta	International Class 29

State Registrations

None

Schedule 3

DOMAIN NAMES

earlcampbellfoods.com