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Box Assignment  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Post Office Box 7068  
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): <b>Mallard's Food Prodcuts, Inc.</b> <i>08/15/01</i></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Other  <input checked="" type="checkbox"/> Exists Under Laws of California</p> <p>Additional name(s) of conveying party(ies) attached: <b>NO</b></p>	<p>2. Name and address of receiving party(ies): Name: <b>Port Stockton Food Distributors, Inc.</b> Street Address: <b>4343 E. Fremont Street, Stockton, California 95215</b></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Other:  <input checked="" type="checkbox"/> Exists Under Laws of <b>California</b></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <b>N/A</b>   (Designation must be a separate document from Assignment).  Additional name(s) &amp; address(es) attached? <b>NO</b></p>
<p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other: <b>Pages 1, 2 and 26 of Asset Purchase Agreement</b></p> <p>Execution Date: <b>May 30, 1997</b></p>	
<p>4. A. Trademark Application No.(s)</p>	<p>4. B. Trademark Registration No.(s) 1,626,437</p> <p>Additional numbers attached? <b>NO</b></p>
<p>5. Please return the recorded document and address all correspondence to: <b>CHRISTIE, PARKER &amp; HALE, LLP</b> P.O. Box 7068 Pasadena, CA 91109-7068 Attention: <b>David A. Plumley</b></p>	<p>6. Total number of applications or registrations involved..... <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41):      \$ <b>40.00</b></p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to <b>Deposit Account No. 03-1728</b>, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p>	
<p>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.</p> <p>Date: August 10, 2001</p> <p>By: <i>David A. Plumley</i> Name: <b>David A. Plumley</b> 626/795-9900</p> <p><i>I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231 on August 10, 2001.</i></p> <p>Signature: <i>David A. Plumley</i></p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">4</span></p>	

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 30th day of May, 1997, by and among PORT STOCKTON FOOD DISTRIBUTORS, INC., a California corporation (the "Buyer"), and MALLARD'S FOOD PRODUCTS, INC., a California corporation (the "Company").

### RECITALS

A. The Company through its DAVIS LAY FOOD SERVICE division ("Davis Lay") is engaged in the wholesale distribution of produce in northern California (the "Business") and is interested in selling substantially all of the assets of Davis Lay. The Company also operates a separate division that manufactures, distributes and sells various food products. The parties understand, acknowledge, and agree that the transaction contemplated by this Agreement relates only to the Company's produce distribution business, and does not include any of the assets or liabilities of the Company's food products division.

B. Buyer desires to purchase and the Company desires to sell substantially all of the Davis Lay assets, on the terms and conditions set forth below. Buyer is also engaged and has substantial experience in the wholesale distribution of produce in Northern California.

ACCORDINGLY, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

### AGREEMENT

#### 1. PURCHASE AND SALE OF ASSETS.

1.1 Transfer of Purchased Assets. In consideration of the payment of the purchase price set forth in Section 1.6 below, the Company shall sell, assign and deliver to Buyer, on the Closing Date (as defined in Section 2.1 below), free and clear of any and all material liens, charges, claims, encumbrances, pledges, security interests, community property rights, liabilities, debts, obligations, restrictions on transfer or other defects in title of any kind or nature, fixed or contingent, except as otherwise set forth or identified, and except for the Assumed Liabilities (as defined in Section 1.3 below), and Buyer shall purchase and accept, all assets, properties, rights, titles and interests of every kind and nature owned or leased by the Company and used in connection with the Business, as specified in this Agreement, as of the Financials Date (as defined below), whether tangible or intangible, real or personal, and wherever located and by whomever possessed (the "Purchased Assets"), including, without limitation, the following assets used exclusively in connection with the Business, but excluding the Excluded Assets (as defined in Section 1.2 below):

any;

(a) all deposits, cash and cash equivalents, securities and investments, if

(b) all accounts receivable, whether or not evidenced by a note;

charges;

(c) all prepayments, prepaid taxes and expenses, credits and deferred

(d) all of Davis Lay's interest in its month-to-month lease in the real property located at 1601 Cummins Drive in Modesto, Stanislaus County, California;

(e) all raw materials, packaging, spare parts, work-in-process, finished goods, inventories and supplies located at 1601 Cummins Drive;

(f) all machinery, equipment, computers, telephone systems, furniture, automobiles, trucks, tractors, trailers, vehicles and other tangible personal property located at 1601 Cummins Drive;

(g) all rights, title and interests in and to all patents, copyrights, trademarks, trade names, service marks, service names, logos, and identifying marks and styles, if any, including, without limitation, the name "Davis Lay Food Service Distributors" and any variant thereof. Notwithstanding the foregoing, Buyer understands, acknowledges and agrees that the Company may continue to utilize existing packaging for sale of its manufactured food products which include the language "MALLARD'S FOOD PRODUCTS, a Division of DAVIS LAY, INC." until such currently existing packaging materials are completely used up;

(h) all rights under the contracts, agreements, orders, leases, licenses and arrangements, to the extent assignable;

(i) all rights under all permits, licenses, variances, approvals and other authorizations obtained from foreign, federal, state or local governments or governmental agencies or other similar rights, to the extent such exist and are assignable;

(j) all claims, insurance, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature relating to the operation of the Business, and, other than those relating exclusively to the Excluded Assets or the Excluded Liabilities;

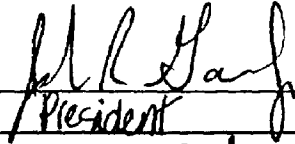
(k) all insurance, warranty and condemnation proceeds received after the Closing Date hereof with respect to damage, non-conformance or loss to the Purchased Assets;

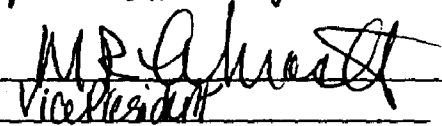
(l) all books, ledgers, files, documents, correspondence, brochures, lists, studies, reports, data, business records and other printed or written materials (including, without limitation, records pertaining to past and current customer accounts, suppliers, distributors, personnel and agents) as such items existed on the Financials Date, up to and through the Closing Date;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered in Modesto, California as of the date and year first set forth above.

BUYER:

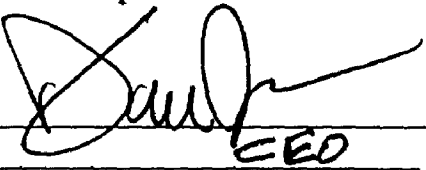
PORT STOCKTON FOOD DISTRIBUTORS, INC.,  
a California corporation

By   
Its President

By   
Its Vice President

THE COMPANY:

MALLARD'S FOOD PRODUCTS, INC., a  
California corporation

By   
Its CEO