

08-16-2001

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RECORDATION FORM COVER TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New *08/08/01*

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

Merger
Effective Date
Month Day Year

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/15/2001 TBIAZI 00000078 0538007

01 FC:481

40.00 DP

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 the
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 002349 FRAME: 0164

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

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.

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="0538007"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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

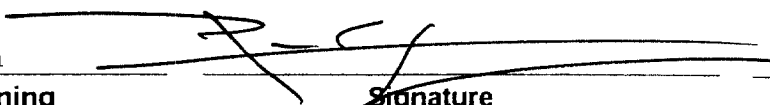
No

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.

Patrick C. Stephenson

Name of Person Signing



Signature

8/6/01

Date Signed

BILL OF SALE AND ASSIGNMENT

STATE OF LOUISIANA §
 §
PARISH OF PLAQUEMINES §

KNOW ALL MEN BY THESE PRESENTS:

THAT Reuther's Sea Food Company Inc., Reuther, Inc., Orleans Trading Corporation and Reuther Properties, L.L.C. (collectively, the "Grantors"), in consideration of the payment by Orleans Acquisition Corporation, a Delaware corporation ("Grantee"), of the consideration specified in that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of November 24, 1997, by and among Grantee and Grantors et al, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer, assign and deliver unto Grantee, pursuant to the Purchase Agreement, all of each Grantor's rights, title, and interests in and to all of the Transferred Assets. Capitalized terms not otherwise defined herein or in the Schedules hereto will have the meanings set forth in the Purchase Agreement.

TO HAVE AND TO HOLD the Transferred Assets unto Grantee and its successors and assigns forever. The Transferred Assets are being sold, conveyed, transferred, assigned and delivered to Grantee with such representations and warranties as are expressly provided for in the Purchase Agreement, the terms and conditions of which shall survive the execution and delivery of this Assignment and Bill of Sale (the "Assignment").

It is hereby acknowledged and agreed that, except for Owned Property and Leased Property, the Transferred Assets subject to this Assignment shall include all rights, titles, and interests of each Seller in and to the assets and properties of that Seller of every kind, type or designation that are used in, held for use in, the operation of the Business, whether tangible or intangible, real, personal or omitted, wherever located, including, without limitation:

(a) all machinery and equipment and spare parts, furniture, office equipment and other personal property of any kind or type, whether physically located on the Real Property or elsewhere (including, without limitation, that certain real property described on Schedule 1.1(b) of the Purchase Agreement) that are used in, or held for use in, the operations of the Business;

(b) all inventories, including finished products, samples, work-in-process, raw materials, labels and packaging materials, whether physically located on the Real Property or elsewhere, that are used in, or held for use in, the operations of the Business;

(c) all of the trade notes or accounts receivable arising out of Inventory sold or shipped or services performed in connection with the operation of the Business ("Accounts Receivable");

(d) all rights under the Contracts set forth on Schedule 1.1(e) of the Purchase Agreement;

(e) all of the books and records of the Business, wherever located, relating to the Business, including, but not limited to, the following: sales records, books of account, files, invoices, inventory records, accounting records, product specifications, drawings, engineering, maintenance, operating and production records, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, quality control records and manuals, blueprints, research and development files, laboratory books, patent and trademark files and litigation files, other than records kept solely for tax purposes and excluding any of the foregoing relating solely to the Excluded Assets or the Retained Liabilities;

(f) to the extent transfer is permitted under applicable law or regulation, all permits, approvals, franchises, licenses or other rights granted by any Governmental Entity (as defined herein) and necessary for the lawful ownership of the Transferred Assets or other lawful conduct of the Business as currently conducted (the "**Permits**");

(g) all U.S. patents and U.S. patent applications and all rights deriving therefrom (the "**Patents**") including, without limitation, the Patents set forth on Schedule 3.10(a) and (b) to the Purchase Agreement, a copy of which is attached as Annex I hereto;

(h) all U.S. trademarks, U.S. trademark applications, U.S. trademark registrations, U.S. trade names and U.S. service marks (including, without limitation, the name "Orleans"), together with the goodwill associated therewith and all rights deriving therefrom (the "**Trademarks**") including, without limitation, the Trademarks set forth on Schedule 3.10(a) and (b) to the Purchase Agreement, a copy of which is attached as Annex I hereto;

(i) all U.S. registered copyrights or unregistered copyrights used or held for use in connection with the Business and all rights deriving therefrom (the "**Copyrights**") including, without limitation, the Copyrights set forth on Schedule 3.10(a) and (b) to the Purchase Agreement, a copy of which is attached as Annex I hereto;

(j) all unpatented formulas, know-how, manufacturing methods and processes, inventions, discoveries, trade secrets, improvements and other technology in which a Seller has any rights (whether owned or not) and all rights deriving therefrom;

(k) all goodwill of the Business, including the right to represent oneself as the successor to the Business;

(l) all rights under manufacturers' and vendors' warranties relating to items included in the Transferred Assets and all similar rights against third parties relating to items included in the Transferred Assets; and

(m) all prepaid items, costs and fees.


Each Grantor covenants and agrees, for the benefit of Grantee and its successors and assigns, without further consideration, and whenever and as often as required so to do by Grantee and its successors and assigns, to execute and deliver to Grantee such other instruments of conveyance,

transfer and assignment, and take such other action, as Grantee may require more fully and effectively to transfer, assign and convey to and vest in Grantee and its successors and assigns, and to put Grantee and its successors and assigns in actual possession and operating control of, the Transferred Assets that are subject to this Assignment.

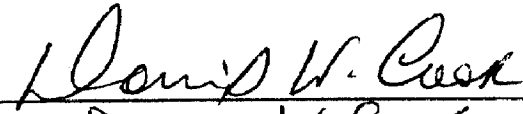
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IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 24th day of November, 1997.


REUTHER'S SEA FOOD COMPANY INC.

By: 
Name: CLARENCE G REUTH
Title: President


REUTHER, INC.

By: 
Name: DAVID W-COOK
Title: PRESIDENT

ORLEANS TRADING CORPORATION

By: 
Name: DOUGLAS HINES
Title: President

REUTHER PROPERTIES, L.L.C.

By: 
Name: DAVID PIPPIN
Title: MEMBER

ORLEANS ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 24th day of November, 1997.

REUTHER'S SEA FOOD COMPANY INC.

By: _____
Name: _____
Title: _____

REUTHER, INC.

By: _____
Name: _____
Title: _____

ORLEANS TRADING CORPORATION

By: _____
Name: _____
Title: _____

REUTHER PROPERTIES, L.L.C.

By: _____
Name: _____
Title: _____

ORLEANS ACQUISITION CORPORATION

By: Andrew S. Rosen
Name: Andrew S. Rosen
Title: President

Schedule 3.10(a) & (b)

Intellectual Property

Copyrights, Trademarks, Patents & Other Intellectual Property

Reuther, Inc. - see attached information regarding

- 1) Canadian Trademark Application No. 844367 for "ORLEANS"
- 2) Mexican Trademark Application No. 308496 for "ORLEANS"
- 3) U.S. Trademark Application Serial Nos.
75/348,396 - ORLEANS
75/348,397 - GULF BELLE
- 4) Assignment of Trademarks from Reuther's Sea Food Company, Inc. to Reuther, Inc.