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02-22-2002



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To the Honorable Commissioner of Patents

101989586

and original documents or copy thereof.

1. Name of conveying party(ies):

George's, Inc.

2.22.02

- Individual(s)
- General Partnership
- Corporation-State of Arkansas
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: George's Chicken, LLC

Internal Address: _____

Street Address: 19992 Senedo Road

City: Edinburg State: VA Zip: 22824

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Co.-State of Virginia

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other License
- Merger
- Change of Name

Execution Date: December 20, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,699,262

Additional numbers attached? Yes No

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

Name: Harry A. Light

Internal Address: Regions Center, Suite 2000

Street Address: 400 West Capitol Avenue

City: Little Rock State: AR ZIP 72201

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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40.00 DP

DO NOT USE THIS SPACE

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.

Harry A. Light

Name of Person Signing

Signature

February 15, 2002

Date

Total number of pages comprising cover sheet: 7

TRADEMARK LICENSE AGREEMENT

This Agreement is made and executed effective as of September 1, 2001, by and between **GEORGE'S, INC.**, an Arkansas corporation having its principal place of business in Springdale, Arkansas, with a mailing address of P. O. Drawer G, Springdale, AR 72765 ("*Licensor*"), and **GEORGE'S CHICKEN, LLC**, a Virginia limited liability company having its principal place of business located at 19992 Senedo Road, Edinburg, Virginia 22824 ("*Licensee*").

WITNESSETH:

WHEREAS, Licensor is the owner of the Trademark (as hereinafter defined) and of all goodwill connected with the Trademark, and Licensor has the exclusive right to use and license others to use the Trademark;

WHEREAS, Licensor promotes a line of food products which are nationally marketed and sold directly by Licensor, and through authorized licensees under such Trademark;

WHEREAS, Licensee is a "related company" to Licensor in that George's Processing, Inc., an Arkansas corporation, is the sole member of Licensee, and George's Processing, Inc. is wholly owned by Licensor (making Licensee is an indirect wholly owned subsidiary of Licensor), and Licensee has been permitted to use the Trademark under the direction and control of Licensor in connection with the manufacture, processing, packaging, distribution and selling of certain products under such Trademark; and

WHEREAS, Licensor and Licensee desire to evidence their agreement regarding the Trademark in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. As used in this Agreement, the following terms shall have the following meanings:

"*Licensor*" shall mean George's, Inc., an Arkansas corporation, its successors and assigns.

"*Licensee*" shall mean George's Chicken, LLC, a Virginia limited liability

company, its successors and assigns.

"Trademark" shall mean the following Trademark, registered with the U.S. Patent and Trademark Office in International Class 29:

<u>Mark</u>	<u>Registration No.</u>	<u>Goods</u>
GEORGE'S (STYLIZED)	1,699,262	poultry and eggs

"Package" shall mean an individual carton or container of poultry containing not less than one (1) pound and not more than five hundred (500) pounds of processed poultry.

"Products" shall mean processed poultry.

"Contract Year" shall mean the period beginning September 1 of each calendar year and ending August 31 of the next calendar year.

2. Subject to the terms and conditions specified herein, Licensor hereby grants to Licensee the non-exclusive right to use the Trademark in connection with the manufacturing, processing, packaging, and selling of the Products throughout the entire United States and its territories.

3. Licensor shall have the right to supervise the manufacture, processing, and packaging of the Products and to inspect and test all goods produced and offered for sale by Licensee on which, or in connection with which, the Trademark is used, for the purpose of protecting and maintaining the standards of quality established by Licensor for goods sold under the Trademark. Licensee agrees to permit Licensor's authorized personnel to enter Licensee's premises at all reasonable times, with or without advance notice, to inspect Licensee's manufacturing, processing and packaging facilities and operations, and to inspect and test all products produced for sale under the Trademark for the purpose of determining the quality of such products. Licensee shall not directly or indirectly license or attempt to license, either orally or in writing, any other person or firm to use the Trademark.

4. If Licensor at any time finds the Products as manufactured, processed, prepared and packaged by Licensee to be deficient in quality or packaged in a misleading or deceptive manner, or otherwise manufactured, processed, prepared, packaged, advertised, or sold in a manner in

violation of this Agreement, then Licensor may notify Licensee in writing of such deficiency or deficiencies, and if Licensee fails to correct or eliminate such deficiency or deficiencies within thirty (30) days after receipt of such notice, Licensor may at its election declare this License terminated.

5. Licensor shall maintain adequate control and exercise adequate supervision over the manufacture, processing, packaging, and sale of all food products marketed under the Trademark, whether marketed directly by Licensor or through other licensees, to insure maintenance of a high standard of quality with respect to all food products sold under the Trademark.

6. Licensor will diligently promote the Trademark as a national brand for food products generally of uniform high quality.

7. Prior to the execution of this Agreement, Licensor has assisted Licensee in developing quality control methods to maintain the standards of quality established by Licensor for the Products, and assisted Licensee in designing appropriate packaging for the Products and developing a nationwide marketing campaign and sales program. Licensor shall continue to assist Licensee with these efforts.

8. All packages, labels, designs, descriptive material, and advertising of every type shall be subject to Licensor's approval. Insofar as possible, standard programs will be established for advertising, promotional work, and packaging, and routine matters handled in accordance with approved programs need not be submitted to Licensor for prior approval; all advertising copy must be approved by Licensor before dissemination to the public.

9. Licensor shall at its own expense challenge all unauthorized uses or infringements of the Trademark, and Licensor shall prosecute any person or firm who unlawfully uses or attempts to use the Trademark for food products. Licensor shall also diligently oppose or seek to cancel registrations or applications for registration of Trademark that infringe or appear to infringe on the Trademark. Licensee agrees to assist Licensor in the prosecution of lawsuits by providing such evidence and expert assistance as Licensee may have within its control and, to the

extent permitted by law, Licensee shall have the right to intervene at its own expense in any legal proceeding affecting the rights acquired by Licensee under this Agreement.

10. In all packaging, labeling, and advertising, and wherever Licensee uses the Trademark in connection with any Products, Licensee may use a manufacturing source designation identifying Licensee.

11. Licensee agrees that any and all food and beverages processed or sold by Licensee under Licensor's Trademark, and any and all products manufactured or sold under Licensor's Trademark for use in connection with any kind of food or beverage, shall comply with all applicable food and drug laws and regulations and shall not contain any harmful or offensive substances or any preservatives detrimental to health.

12. This Agreement shall continue in full force and effect perpetually; provided, however, that either party may terminate this Agreement, with or without cause, upon sixty (60) days notice in writing to the other.

13. Any notices or other writings between the parties needed to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth in the introductory paragraph to this Agreement, or to such other addresses as the parties may from time to time designate in writing in like manner.

14. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Arkansas. No purported modification of its terms or provisions, or waiver thereof, shall be binding upon either party unless it is in writing, and signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LICENSOR:

GEORGE'S, INC.

By: *Gary C. George*
Gary C. George, Chief Executive Officer

LICENSEE:

GEORGE'S CHICKEN, LLC

By: *Monty Henderson*
Monty Henderson, President

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared the within named Gary C. George, being the Chief Executive Officer of **GEORGE'S, INC.**, an Arkansas corporation, who had been designated by said corporation to execute the foregoing instrument, to me personally well known, who stated he was the Chief Executive Officer of **GEORGE'S, INC.** and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 26th day of December, 2001.

[Signature]
NOTARY PUBLIC

My Commission expires:

March 13, 2010

State of Arkansas
~~COMMONWEALTH OF VIRGINIA~~)
) ss.
COUNTY OF Washington)

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared the within named Monty Henderson, being the President of **GEORGE'S CHICKEN, LLC**, a Virginia limited liability company, who had been designated by said company to execute the foregoing instrument, to me personally well known, who stated he was the President of **GEORGE'S CHICKEN, LLC** and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of December, 2001.

[Signature]
NOTARY PUBLIC

My Commission expires:

March 13, 2010