



03-19-2002



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Attorney Docket No. 031123-002 (EDW)

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

1. Name of conveying party(ies):

Taylor & Sledd, Inc.

3.14.02

- Individual(s)
- General Partnership
- Corporation - Virginia
- Association
- Limited Partnership

Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: \_\_\_\_\_

Execution Date: March 6, 2002

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

Name: Lake Packing Co., Inc.

Address: 755 Lake Landing Drive

Lottsburg, Virginia 22511

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Virginia
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

176,452  
~~260,263~~

Additional numbers attached?  Yes  No

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

Name: B. Parker Livingston, Jr.

Address: Burns, Doane, Swecker & Mathis

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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

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.

B. Parker Livingston, Jr.  
Name of Person Signing

[Signature]  
Signature

3/14/02  
Date

Total number of pages including cover sheet, attachments, and document: 5

03/18/2002 GTOW11 00000002 176452

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of MARCH 6, 2002 by Taylor & Sledd, Inc., a Virginia corporation, with its principal place of business at P.O. Box 1957, Mechanicsville, Virginia 23116 ("Assignor") to Lake Packing Co., Inc., a Virginia corporation, with its principal place of business at 755 Lake Landing Drive, Lottsburg, Virginia 22511 ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks and trademark registrations set forth on Exhibit 1 hereto (the "Trademarks"), together with the good will of the business symbolized thereby.

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

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.
3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

TAYLOR & SLEDD, INC. (Assignor)

By: James R. Sladd

Name: JAMES R. SLEDD

Title: PRESIDENT

STATE OF Virginia )

COUNTY OF Henrico )

SS.

On this 6<sup>th</sup> day of March, 2002, before me Rebecca M. Moore a Notary Public in and for said state, personally appeared James R. Sladd known to be to be the person who executed the within instrument on behalf of Taylor & Sladd, Inc. and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Rebecca M. Moore  
Notary Public

My Commission Expires: 6/30/02

LAKE PACKING CO., INC. (Assignee)

By: S. Lake Cowart

Name: S. LAKE COWART, JR

Title: V - PRES.

STATE OF Virginia )

COUNTY OF Northumberland )

SS.

On this 6<sup>th</sup> day of March, 2002, before me Patricia J. Dwyer Notary Public in and for said state, personally appeared S. Lake Cowart, Jr. known to me to be the person who executed the within instrument on behalf of Lake Packing Co. Inc. and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Patricia J. Basye  
Notary Public

My Commission Expires: 11-30-03

EXHIBIT 1

U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
TIDEWATER	176,452
TIDEWATER	260,263