

05-16-2002

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To the Honorable Commissioner of Patents & Trademarks

Original documents or copy thereof.

102092613

1. Name of conveying party(ies):
Sterling Foods, Inc. **FINANCE SECTION**

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

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

2. Name and address of receiving party(ies):
Name: Sterling Foods, Ltd.
Internal Address: _____
Street Address: P.O. Box 790370
City San Antonio State TX ZIP 78279

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Texas
 Corporation-State _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 22, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional numbers attached? Yes No

B. Trademark registration No.(s) 2,513,992

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Ted D. Lee
Internal Address: Cunn, Lee & Hanor
Street Address: 700 N. St. Mary's Street
Suite 1500
City: San Antonio State: TX ZIP 78205

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-0808
 (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.

Ted D. Lee [Signature] 4/22/02
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)
 05/15/2002 TD1RZ1 00000158 2513992
 01 FC:481 40.00 DP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT

WHEREAS, Sterling Foods, Inc. ("Assignor"), is the owner of the following trademark registration:

REGISTRATION NO.	ISSUE DATE	TRADEMARK
Regis. No. 2,513,992	Issued December 4, 2001	STERLING & Design

WHEREAS, Sterling Foods, Ltd., a Texas Limited Partnership ("Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the same trademark and all goodwill associated therewith;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark(s), and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark(s) and said applications to register said trademark(s); and any and all causes of action thereto that may have heretofore accrued in ASSIGNOR'S favor, including the right to sue for and recover for prior acts of infringement..

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

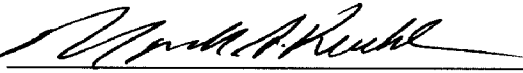
AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.


Both Assignor and Assignee hereby acknowledge and agree that the mark herein assigned is subject to the lien of Heller Financial, Inc., a Delaware corporation ("Heller") as provided in that certain Credit Agreement dated as of September 13, 2001, between Assignor and Heller, as Agent, an Issuing Lender and a Lender (as such terms are defined in the Credit Agreement) (the "Credit Agreement"), and under the Loan Documents (as such term is defined in the Credit Agreement).

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22nd day of April, 2002.

STERLING FOODS, INC.

By: 
Name: Mark S. Kuehl
Title: Vice President/Chief Operating Officer

STERLING FOODS, LTD.
By Its General Partner, GP Sterling, LLC,
a Delaware Limited Liability Company

By: 
Name: Mark S. Kuehl
Title: Vice President

STATE OF TEXAS

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COUNTY OF BEXAR

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BEFORE ME, the undersigned authority, on this day personally appeared MARK S. KUEHL, in his capacity as Vice President/Chief Operating Office of Sterling Foods, Inc., known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 22 day of April, 2002



April D. Ford
Notary Public

April D. Ford
Printed Name of Notary

Commission Expires August 27, 2005

STATE OF TEXAS

§

COUNTY OF BEXAR

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BEFORE ME, the undersigned authority, on this day personally appeared MARK S. KUEHL, in his capacity as Vice President of GP Sterling, LLC, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 22 day of April, 2002



April D. Ford
Notary Public

April D. Ford
Printed Name of Notary

Commission Expires August 27, 2005

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