

08-12-2002

Form PTO-1594
(Rev. 6/93)
OMB No 0651-0011 (exp. 4/94)



SHEET

U.S. Department of
Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

7-18-02

Daisy Marketing Group, Inc.

- Individual(s)
 - General Partnership
 - Corporation-State (California)
 - Other
- Association
 - Limited Partnership
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Gazelle, Inc.

Internal Address:

Street Address: 40940 County Centre Drive

City: Temecula State: CA Zip: 92590

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution: December 3, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,246,704

Additional numbers attached? Yes No

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

Name: Cathryn J. Quinn

Internal Address: Suite 1500

Street Address: 7900 Xerxes Avenue South

08/09/2002 08:38 AM Bloomingdale, MN ZIP: 55431
01 FD 481 40.00 DP

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)

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.

Cathryn J. Quinn
Name of Person Signing

Cathryn J. Quinn
Signature

July 17, 2002
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Trademarks
2900 Crystal Drive, Arlington, VA 22202-3513

ASSIGNMENT OF RIGHTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Daisy Marketing Group, Inc. a California corporation whose address is 40940 County Centre Drive, Temecula, California 92590 (the Assignor), hereby transfers, sells, and assigns to Gazelle Inc., a Wisconsin corporation whose address is 40940 County Centre Drive, Temecula, California 92590 (the Assignee), all of its right, title, and interest in and to any and all patent rights, rights of copyright, trademark and service mark rights and all other proprietary rights of the Assignor; including without limitation all of the Assignor's right, title, and interest in and to the trademarks VEGETABLE FRIENDS® (Registration No. 2,184,224), and VEGGIE FRIEND SEEDIES® (Registration No. 2,246,704) and all the goodwill associated with such trademarks (collectively, the Marks).

The Assignor hereby transfers, sells, and assigns to the Assignee all of its right, title, and interest in and to any and all registrations and applications for registration of the Marks, together with any and all extensions and renewals. The transfer, sale, and assignment of the Marks and the associated rights shall be deemed to include the right of the Assignee to sue for and collect damages and profits by reason of any past, present, or future infringement of any associated rights.

Upon the request of the Assignee, the Assignor shall take such actions and execute such documents and instruments as may be required in order for the Assignee to perfect, protect, enforce, transfer, or register the Marks or any associated rights.

The Assignor represents and warrants that: (a) it is the exclusive owner of the Marks; (b) the Marks are not subject to any liens, claims, charges, encumbrances, security interests, or restrictions of any kind whatsoever; (c) the Assignor has the right and authority to enter into this Assignment without receiving the consent or approval of any other person or organization, and (d) this Assignment shall be binding upon and fully enforceable against the Assignor.

This Assignment, together with the Asset Purchase Agreement dated the date hereof between Assignor and Assignee, sets forth the entire understanding between the Assignor and the

Assignee with respect to the subject matter of this agreement, there being no terms, conditions, warranties, or representations other than those contained in this Assignment, and no amendment shall be valid unless made in writing and signed by the Assignor and the Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 3rd day of December, 2001.

THE ASSIGNOR:
DAISY MARKETING GROUP, INC.

By: *Bruce Louemala*
Its: *President*

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