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Form PTO-1594 (Rev. 03-01) OMB No. 0651-0027 (exp 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): TREK Company, Inc. The
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Brio Brands Inc.
Internal Address:
Street Address: 160-7400 River Road
City: Richmond State: Canada
British Columbia
Individual(s) citizenship:
Association
General Partnership
Limited Partnership
Corporation-State: Canada
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

OFFICE OF PUBLIC RECORDS
SEP -5 AM 10:25
FINANCE SECTION

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: January 29, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/739893
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donna Rubelmann
Internal Address:
Rubelmann & Associates
Street Address:
501 Herondo Street, Suite 45
City: Hermosa Beach State: CA Zip: 90254

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.
Catherine D. Mutala
Name of Person Signing
Signature: [Signature] Date: August 29, 2002

Total number of pages including coversheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/09/2002 DBYRNE 00000143 75739893 40.00 OP 01 FC:481

08/01/02 THU 09:21 [TX/RX NO 5051]

TRADEMARK REEL: 002578 FRAME: 0097

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: 75/739893 )  
 Applicant: LBI Brands, Inc. )  
 Mark: JOHNNY'S ROADSIDE )  
 Filing Date: June 30, 1999 )

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Applicant hereby appoints Donna A. Rubelmann, Esq., of Rubelmann & Associates at the address set forth below as its Domestic Representative upon whom notices of process in proceedings affecting the mark may be served.

**POWER OF ATTORNEY**

Applicant hereby appoints Donna A. Rubelmann of the firm of Rubelmann & Associates, 501 Herondo Street, Suite 45, Hermosa Beach, California 90254, a member of the bar of the State of California as its attorney with full power of substitution and revocation, to prosecute this application to registration, to make alterations and amendments therein, to receive the Certificate of Registration and to transact all business in the Patent and Trademark Office connected therewith.

Please direct all communication to:  
 Donna A. Rubelmann, Esq.  
 Rubelmann & Associates  
 501 Herondo Street, Suite 45  
 Hermosa Beach, CA 90254  
 Phone: (310) 393-9780  
 Facsimile: (310) 318-1852

LBI Brands, Inc.

Date: August 19, 2002

C.D. Mittle  
 Name: Catherine Mittle  
 Title: Trademark Attorney

**ASSIGNMENT**

WHEREAS **The TREK Company, Inc.** (hereinafter called the "Assignor"), whose full post office address is 160 - 7400 River Road, Richmond, British Columbia, Canada, V6X 1X6, is the owner of the trade-marks, applications and registrations particularized on the attached Schedule "A";

AND WHEREAS **Brio Brands Inc.** (hereinafter called the "Assignee"), whose full post office address is 160 - 7400 River Road, Richmond, British Columbia, Canada, V6X 1X6, is desirous of acquiring all worldwide rights to the aforesaid trade-marks, applications and registrations.

NOW THEREFORE, this Assignment witnesses that in consideration of the sum of one (\$1.00 CDN.) dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor does hereby sell, assign and transfer to the Assignee all of its rights, title and interest in and to the said trade-marks, together with the goodwill of the business symbolized by the trade-marks, all rights to bring suit for past or future infringement of the trade-marks, and all rights, title and interest in and to any application(s) for registration and/or registration(s) for the trade-marks or renewal(s) thereof;
2. The Assignor does hereby sell, assign and transfer to the Assignee all worldwide rights, title and interest in and to the domain name johnnysroadside.com together with the goodwill of the business symbolized by such domain name worldwide, all worldwide rights to bring suit for past or future infringement of the domain name, and all worldwide rights, title and interest in and to any application(s) for registration and/or registration(s) for the domain name or renewal(s) thereof;
3. The Assignor shall execute and file with the appropriate Domain Name Registrar all appropriate and necessary documentation required to effect and record the transfer of the registration of the said domain name to the Assignee;
4. The Assignor does hereby sell, assign and transfer to the Assignee all worldwide copyrights in and to the trade-marks, said copyrights to be held and enjoyed by the Assignee for the duration of the entire unexpired term thereof, to the extent permitted by law, as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment and sale had not been made;

been held and enjoyed by the Assignor if this assignment and sale had not been made;

5. The Assignor hereby grants to the Assignee a power of attorney to execute and file any documents required to give effect to the terms of this Assignment should the Assignor refuse or be unable to execute such documents; and
6. The Assignment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

EXECUTED AT Richmond, British Columbia, Canada, this 29<sup>th</sup> day of

January, 2001.

**The TREK Company, Inc.**

(C/S)

By:   
Name: Ralph McRae  
Title: President

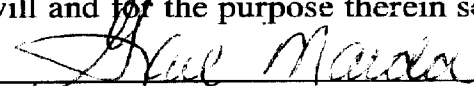
**Brio Brands Inc.**

(C/S)

By:   
Name: Ralph McRae  
Title: President


**NOTARIAL CERTIFICATE**

Before me this 29<sup>th</sup> day of JANUARY, 2001, personally appeared the above-signed Ralph McRae, known to me to be the President of the Assignor, The TREK Company, Inc. and the Assignee, Brio Brands Inc., who acknowledged to me that he executed the foregoing instrument of his own free will and for the purpose therein set forth.

  
Notary Public in and for the  
Province of British Columbia, Canada.

**GAIL MAIDA**  
NOTARY PUBLIC  
#138 - 8040 Garden City Road  
Richmond, BC V6Y 2N9  
Tel: (604) 273-9688  
PERMANENT COMMISSION

SCHEDULE "A"

<u>Trade-mark</u>	<u>Appln./Regn. No.</u>	<u>Filing/Regn. Date</u>
1. COOL CANADIAN & Design	Regn. No. 525,557 Canada	March 22, 2000
	Regn. No. 738,494 Taiwan	December 1, 1996
	Regn. No. 1004622 China P.R.C.	May 14, 1997

2. COOL CANADIAN unregistered  
(in association with the manufacture and/or distribution of juice and other beverages)

3. KELSEY'S Appln. No. 880,718 June 5, 1998  
Canada April 11, 2001

4. COOLER unregistered  
(in association with the manufacture and/or distribution of juice, other beverages and vending machines)

5. PLAY WITH THE PRO unregistered  
(in association with the manufacture and/or distribution of juice and other beverages)

6. AQUANOVA2 & Design unregistered  
(in association with the manufacture and/or distribution of juice and other beverages)



7. AQUANOVA unregistered  
(in association with the manufacture and/or distribution of juice and other beverages)

8. COUNTRY HARVEST Regn. No. 420,398 December 3, 1993  
Canada

9. CAESAR'S CAESAR COCKTAIL Regn. No. 339,883 May 6, 1988  
Canada

10. CAESAR'S BLOODY CAESAR Appln. No. 892,103 September 30, 1998  
Canada

11. WESTERN FOODS unregistered  
(in association with the manufacture and/or distribution of juice and other beverages)

12. JOHNNY'S ROADSIDE Appln. No. 1,016,012 May 18, 1999  
Canada  
Appln. No. 75/739,893 June 30, 1999  
United States

**13. JOHNNY'S**

unregistered

(in association with the manufacture and/or distribution of juices and other beverages)

14. Other trade-marks related to any beverages having contained in their formulation tomato and clam broth or tomato and clam juice, having a formulation which gives rise to a taste similar to that of a tomato and clam broth/tomato and clam juice based beverage, or being produced to be included or used with Bloody Caesar's Cocktails, but not including any vegetable cocktails similar to the vegetable cocktail beverage manufactured in association with the trade-mark **V8**.
15. Any other unregistered trade-marks, certification marks, service marks and proposed trade-marks which are the same as or derivative of the foregoing Trade-marks.