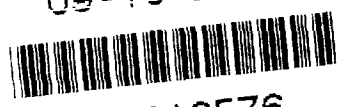


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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102216576

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

1. Name of conveying party(ies):
Mexico Spices Corporation

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: Mojave Foods Corporation
Internal
Address: _____
Street Address: 6200 East Slauson Avenue
City: Commerce State: CA Zip: 90040

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Maryland
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08/23/2002

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

B. Trademark Registration No.(s) 2,165,120

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Judith Sapp
Internal Address: Pierce Atwood

Street Address: One Monument Square

City: Portland State: ME Zip: 04101-1110

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:
500282

DO NOT USE THIS SPACE

9. Signature.
Judith Sapp
Name of Person Signing

Signature

09/09/2002
Date

Total number of pages including cover sheet, attachments, and document: 4

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

09/11/2002 JYALLANR 00000001 500282 2165120

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TRADEMARK
REEL: 002578 FRAME: 0249

AGREEMENT AND ASSIGNMENT

AGREEMENT dated as of the 23rd day of August, 2002, by and between Mojave Foods Corporation ("Assignee"), a Maryland corporation with its principal place of business located at 6200 East Slauson Avenue, Commerce, California 90040, and Mexico Spices Corporation ("Assignor"), a California corporation with a principal place of business located at 710 South Glenwood Place, Burbank, California 91506.

WHEREAS, Assignor is the owner of all rights in the label design for products sold under Assignor's MEXICO mark (the "Work"), a true and correct copy of an example of which is attached hereto as Exhibit A; and

WHEREAS, Assignor is the owner of a federal trademark registration of the Work, United States Registration No. 2,165,120 (the "Registration"); and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of conveying of all rights in the Work and Registration to Assignee;

NOW THEREFORE, the parties hereby agree as follows:

1. For and in consideration of good and valuable consideration paid to Assignor by Assignee, receipt of which is hereby acknowledged, Assignor hereby grants, assigns, conveys, sells, transfers, and delivers to Assignee all right, title, and interest in and to the Work and Registration, including without limitation all right, title, and interest in and to copyright in the Work and trademark rights in the Work and Registration, together with the good will of the business symbolized by the Work, the effective date of such assignment being August 23, 2002.

2. In connection with the foregoing, Assignor hereby confirms that it is the sole owner of the Work and Registration, that its ownership of the Work and Registration is free and clear of any liens or encumbrances of any kind, and that it has the full right, power, and authority to transfer to Assignee good and marketable title to the Work and Registration.

3. Assignor represents and warrants to Assignee that it is the sole owner of all rights in and to the Work and Registration; that the Work is original and does not infringe upon any existing common law or statutory copyright or upon any common law right, trademark right, proprietary right, civil right, or any other right whatsoever; that no material in the Work violates any contract of the Assignor or the Assignor's predecessors in interest express or implied; and that the Work contains no information or element furnished to Assignor or Assignor's predecessors in interest in confidence or on the understanding it would not be published or disclosed or assigned.

4. Assignor agrees to take all such further actions, and to execute any and all such further documents and instruments, as may be necessary or desirable to confirm the assignment effected hereby.

IN WITNESS WHEREOF, this Agreement and Assignment has been executed by each party hereto through its duly authorized officer, all as of the date first above written.

MEXICO SPICES CORPORATION

By: [Signature]
Name: EDUARDO ALVAREZ
Title: PRESIDENT

SWORN TO AND SUBSCRIBED before me this 23 day of August, 2002.

[Signature]
Notary Public
My commission expires Apr 6, 2004



MOJAVE FOODS CORPORATION

By: [Signature]
Name: Robert W. Schroeder
Title: Chairman of the Board & President

SWORN TO AND SUBSCRIBED before me this 21st day of August, 2002.

[Signature]
Notary Public ANNETTE SCHROEDER
My commission expires 3/1/2005

EXHIBIT A



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