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



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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): Adams Extract Co., Inc. Individual(s) General Partnership Corporation-State Other Association Limited Partnership

2. Name and address of receiving party(ies) Name: Adams Extract & Spice, LLC Internal Address: Street Address: 100 Main Street City: Waelder State: TX Zip: 78959 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Texas limited liability company

3. Nature of conveyance: Assignment Security Agreement Other Merger Change of Name Execution Date: August 30, 2002

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1351970, 2318917

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jackson Walker, LLP Internal Address: Street Address: 112 E. Pecan Street Suite 2100 City: San Antonio State: TX Zip: 78205

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

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Daniel D. Chapman Name of Person Signing Signature September 19, 2002 Date

09/27/2002 BBYRNE 00000095 1351970

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

TRADEMARK REEL: 002590 FRAME: 0388

## TRADEMARK ASSIGNMENT

WHEREAS, ADAMS EXTRACT COMPANY, INC., a Texas corporation ("Assignor"), and ADAMS EXTRACT & SPICE, LLC ("Assignee") entered into an Asset Purchase Agreement effective as of August ~~30~~<sup>30</sup>, 2002 relating to the purchase by Assignee from Assignor of certain assets and properties and goodwill associated with the businesses of the Seller as is provided in the Asset Purchase Agreement;

WHEREAS, Assignor has adopted and used, or owns and has a bona fide intent to use, the trademarks and service marks identified in Schedule A attached hereto and incorporated by reference herein (the "Marks") in association with the sale of its goods and/or services, certain of which Marks Assignor either has applied to federally register or for which Marks it owns the registrations on the Principal Register of the United States Patent and Trademark Office as identified and listed in Schedule A for the goods and/or services identified therein;

WHEREAS, Assignee desires to acquire the Marks, including the applications and registrations listed in Schedule A and the associated goodwill appurtenant thereto that Assignee may own; and

WHEREAS, Assignee is the successor of the ongoing and existing business, or portion thereof, of Assignor to which certain Marks pertain, and is desirous of acquiring such Marks and any pending intent-to-use applications therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, *nunc pro tunc*, effective as of ~~August 30~~<sup>August 30</sup>, 2002, any and all of Assignor's rights, title and interest in and to each of the Marks together with the goodwill of the business symbolized thereby and appurtenant thereto, as well as any pending applications or issued registrations thereof as listed in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title, and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to promptly execute, verify, acknowledge, and deliver to all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors or assigns.

IN WITNESS WHEREOF, the parties have duly executed this Assignment on this 30<sup>th</sup> day of August, 2002.

**ASSIGNOR:**

ADAMS EXTRACT COMPANY, INC.

By: *John G. Adams*  
Name: John G. Adams  
Title: President

**ASSIGNEE:**

ADAMS EXTRACT & SPICE, LLC

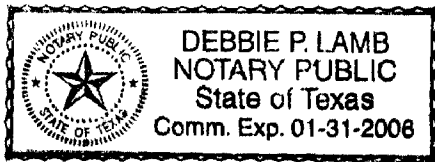
By: *Perry Lee* President  
Name: Perry Lee  
Title: President

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

BEFORE ME, the undersigned Notary Public, on this day personally appeared John G. Adams, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adams Extract Company, Inc., a Texas corporation, and that he has executed same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 30 day of August, 2002.

[Notary Seal]



*Debbie P. Lamb*  
Notary Public in and for the State of Texas

STATE OF TEXAS

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Gonzales

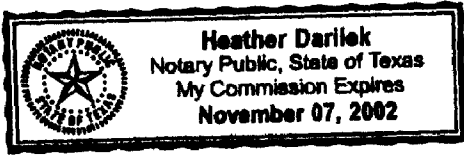
COUNTY OF TRAVIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Penny Lee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adams Extract & Spice, LLC, a Texas limited liability company, and that he has executed same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 3<sup>rd</sup> day of September, 2002.

[Notary Seal]

Heather Darilek  
Notary Public in and for the State of Texas



Schedule A

MARKS, APPLICATIONS, AND REGISTRATIONS

Applications

*Federal Applications*

None

Registrations

*Federal Registrations*

<b>U.S. Registration No.</b>	<b>Mark</b>	<b>Goods / Services</b>	<b>Class</b>
1351970	Louisiana Gourmet	Dry powdered seasoning.	International Class 030
2318917	Rex	Condiments, namely, spices and seasonings used for crab boils and fish fries in a variety of packages and sizes geared to both retail and food service requirements.	International Class 030

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