

10/10/02

10-23-2002

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

Salomon S.A.
(French corporation) and
Doesn't Taste Like Chicken Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - **California**
 Other _____

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

2. Name and address of receiving party(ies)

Name: **Salomon S.A.** (SEE PAGE 2.)
Internal
Address: **Siege Social de Metz-Tessy**
Street Address: **74996 Annecy Cedex 9**
City: **FRANCE** State: _____ Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____ **OCT 10 2002**
 Limited Partnership _____
 Corporation-State **FRANCE**
 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: **March 7, 2002**

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

A. Trademark Application No.(s) **76456820**

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: **Charles E. Baxley, Esquire**

Internal Address: _____

Street Address: **59 John Street**

Fifth Floor

City: **New York** State: **N.Y.** Zip: **10038**

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.

Charles E. Baxley

Name of Person Signing

Charles E. Baxley
Signature

October 1, 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

10/22/2002 JJALLAH2 00000004 76456820

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40.00 OP

ATTORNEY DOCKET: K 12707 B

TRADEMARK
REEL: 002603 FRAME: 0374

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2. Name and address of receiving party:

Name	Doesn't Taste Like Chicken Inc.
Address	230 E. Dyer Road, Unit B
City	Santa Ana
State	California
Zip	92707

Corporation State California

Attorney Docket: K 12707 B

EXHIBIT D

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SPECIFIC BRAND CO-OWNERSHIP AGREEMENT

Between "SALOMON SA"
 a French company with Executive board and supervisory board
 whose registered office is at Metz-Tessy 74996 ANNECY cedex 9 - FRANCE
 registered under number B 325 820 751 on the Companies' Register
 represented by Emmanuel JOUMARD
 referred to hereafter as "SALOMON"

and "Doesn't taste like Chicken, Inc."
 a Californian company
 230 E. Dyer Rd. Unit B
 Santa Ana, CA 92707 - USA
 hereafter "the COMPANY", represented by Shane COBURN, its President

collectively "the PARTIES".

In the Memorandum of Understanding, "MOU", to which the present agreement is appended, signed the same day, THE PARTIES have defined in Article 7 a), the ownership of the BRAND which will be jointly developed and supported by the parties as being owned 20% ~~by SHANE~~ ~~and later~~ by the COMPANY and 80% by SALOMON.

The present agreement defines the conditions of this co-ownership and specifically rules this co-ownership at the expiration of the PROJECT when one party decides to disengage from the PROJECT or at the normal end of the PROJECT.

Article 1

The BRAND is specific to the PROJECT and shall not be used by the PARTIES for another project or without any connection with the PROJECT, unless agreed differently by the Steering Committee in charge of the PROJECT.

Article 2 - Conditions in force during the PROJECT

Territory: The BRAND, in a form agreed by the Steering Committee, will be filed as Trademarks in all the countries where a business based on said BRAND will be developed, as agreed by the Steering Committee of the PROJECT.

Trademarks: The filings, prosecutions till registrations and later the defense of said registered Trademarks will be made by the Legal Department of SALOMON, no cost for the work made by SALOMON being supported by the COMPANY.
 Nevertheless, 20% of the fees and expenses invoiced to SALOMON by the trademarks attorneys in charge of the prosecution in the various countries will be paid by the COMPANY, this part of the costs corresponding to the COMPANY's ownership. This payment will be made by deducting said costs from the payments due by SALOMON according to the MOU.

The COMPANY can decide not to own the BRAND in a specific country: then SALOMON will be the sole owner and no costs and fees for this country will be paid by the COMPANY.

One party can later decide to abandon its part of ownership in one country. Then, if the other party is interested, the one party will assign its part to the other which will pay for the incurred fees and costs already paid, and no further costs or expenses will be paid by the one party.

EJ

MW

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TRADEMARK

REEL: 002603 FRAME: 0376

Article 3 – Conditions when one party decides to disengage from the PROJECT

When one of the PARTIES decides to disengage from the PROJECT, but the other party decides to continue alone or with a new partner, the party disengaging agrees to assign to the other or to the new partner of the other all the Trademarks which will be requested to continue the project at a price which will be the sum of the costs incurred by the disengaging party.

The trademarks not requested will lapse at their normal expiration time, and the disengaging party agrees upon not using them in any other business.

Article 4 – Conditions at the expiration of the PROJECT

When the PARTIES, via the Steering Committee of the PROJECT commonly decide of the expiration of the PROJECT, and decide not to use the BRAND for a new joint project, then the Steering Committee will have to decide either:

- a) to no other possible use of the BRAND, or
- b) to other possible use by one or the other party, or
- c) to other possible use by a third party.

Article 5 – No other possible use

In this case the PARTIES will simply not use the BRAND any more and will let the registered Trademarks expire at their normal term.

Article 6 – Other possible use by one of the PARTIES

In this case the party who has a possible use of the BRAND will simply buy to the other all the Trademarks needed for its future use at the costs incurred by the one who has no interest in pursuing, as results from the books of SALOMON Legal Department.

Article 7 – Other possible use by third party

If the PARTIES agree that the created BRAND has gain value and can be used by a third party then the corresponding Trademarks will be offered for sale for a price agreed by the PARTIES and when sold, the PARTIES will share the price paid according to their shares in the ownership as defined above (20% - 80%).

If the PARTIES are unable to agree on such a price for sale of the BRAND, then they shall agree to name an expert and share the corresponding costs, the expert having as its task to define the selling price of the BRAND.

Date: 3/7/02

Read and understood

Read and understood

For the COMPANY
Shane COBURN
President

Shane Coburn

(Signature) MW

Read and understood

Read and understood

For SALOMON
Emmanuel JOUMARD
In line skates Business Unit Manager

(Signature)