

12-13-2002



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 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): Discovery Food Co., Inc.

12-9-02

- 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: Discovery Foods, LLC

Internal

Address:

Street Address: 2695 American Avenue

City: Hayward State: CA Zip: 94545

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

Other Delaware Limited Liability Company

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: November 19, 2002

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

A. Trademark Application No.(s) 78/019,229, 78/011,410, 78/090,716

B. Trademark Registration No.(s) 2,042,334, 2,012,708, 2,203,674, 2,560,471, 2,353,839, 2,147,437

Additional number(s) attached Yes No

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

Name: David H. Tannenbaum

Internal Address: Fulbright & Jaworski L.L.P.

Street Address: 2200 Ross Avenue

Suite 2800

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- 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.

Linda M. Merritt

Name of Person Signing

Signature

Signature

12/4/02

Date

Total number of pages including cover sheet, attachments, and document: 10

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

12/12/2002 GTOM11 00000116 78019229

01 FC:8521 02 FC:8522

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TRADEMARK REEL: 002632 FRAME: 0555

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY, dated effective November 19, 2002 (this "Assignment"), is entered into by and between Discovery Foods, LLC, a Delaware limited liability company ("Purchaser"), and Discovery Food Co., Inc., a California corporation ("Company").

WITNESSETH:

WHEREAS, Company, the holders of common stock of the Company, Silver Brands Partners II, L.P., a Texas limited partnership, and Purchaser have entered into an Asset Purchase and Contribution Agreement dated as of November 19, 2002 (the "Purchase Agreement"), providing, among other things, for the sale and contribution by Company and the purchase and acceptance by Purchaser of the Transferred Property (as defined herein); and

WHEREAS, in order to effectuate the sale and purchase of the Transferred Property as aforesaid, Company is executing and delivering this Assignment.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby acts and agrees as follows:

1. Capitalized Terms; Incorporation. Capitalized terms used in this Assignment will have the meanings set forth in the Purchase Agreement. This Assignment evidences the transfers, assignments and conveyances contemplated by the Purchase Agreement which is incorporated herein by reference and is subject to all of the terms, provisions and conditions thereof. This Assignment and Transfer of Intellectual Property is executed and delivered in connection with the Purchase Agreement and anything to the contrary set forth herein notwithstanding, nothing herein shall in any way vary the promises, agreements, representations and warranties of the parties hereto set forth in said Purchase Agreement.

2. Assignment. Company hereby grants, sells, conveys, transfers, assigns, bargains, delivers, contributes and relinquishes exclusively to Purchaser, in perpetuity, all of its right, title, and interest in and to all of the Company's Intellectual Property Rights relating to, or used in connection with, the Business and all Intangible Assets (collectively, the "Transferred Property"), which includes, without limitation, all trademark and service mark interests (including the goodwill of the business represented thereby) relating to, or used in connection with or in the conduct of, the Business, including, without limitation, the trademark interests listed on Exhibit A.

3. Further Assurances. As and when requested in writing by Purchaser from time to time sufficiently in advance and at Purchaser's sole cost and expense, Company shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further actions as may be reasonably necessary to carry out the purposes of this Assignment or any related provision of the Purchase Agreement.

4. Acknowledgment of Rights. In furtherance of this Assignment, Company hereby acknowledges that, from and after the effective date of this Assignment, Purchaser has acceded to all of its right, title, and standing to:

- a. receive all rights and benefits pertaining to the Transferred Property;
- b. institute and prosecute all suits and proceedings and take all actions that

Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title or interest assigned hereunder;

c. defend and compromise any and all such actions, suits, or proceedings relating to any right, title, interest assigned hereunder, and perform all other such acts in relation thereto as Purchaser, in its sole discretion, deems advisable; and

d. register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Property, including (without limitation) trademark protection.

5. Waiver. Company hereby waives and relinquishes any and all rights which it may have to any utilization of the Transferred Property or to object to any use of the Transferred Property by Purchaser.

6. Authorization. Company hereby represents and warrants to Purchaser that Company has the absolute and unrestricted right, power and authority to enter into this Assignment.

7. Controlling Agreement. It is contemplated that, pursuant to Section 6 hereof, Company may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Properties. Unless otherwise agreed in writing by the parties, no such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts-of-law rule or principle which might refer same to another jurisdiction.

10. Successors and Assigns. This Assignment shall bind Company and its successors and assigns and inure to the benefit of Purchaser and its successors and assigns.

11. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

(Signatures on following page)

This Assignment and Transfer of Intellectual Property is executed and delivered effective as of the date first set forth above.

DISCOVERY FOOD CO., INC.

By: *Cl - gh*
Clarence Y. Mou, Chief Financial Officer

STATE OF TEXAS §
 § ss.
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 19th day of November 2002 by Clarence Y. Mou, Chief Financial Officer of Discovery Food Co., Inc. a California corporation, on behalf of said corporation.

Paulette Gerhart
Notary Public, State of Texas

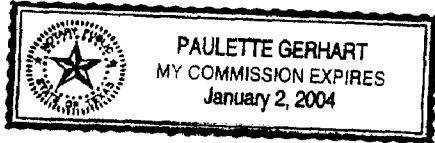


EXHIBIT A**TRADEMARK INTERESTS****United States**

	<u>Mark</u>	<u>Application Numbers</u>	<u>Registration Numbers</u>	<u>Filing Dates</u>	<u>Registration Dates</u>
1.	Ling Ling & Design	75/229778	2,147,437	1/23/97	3/31/98
2.	Ling Ling & Design	75/771440	2,353,839	8/9/99	5/30/00
3.	Ling Ling (common law)				
4.	Spazzio	78/041650	2,560,471	1/3/01	4/9/02
5.	Spazzio & Design	78/090716		10/29/01	
6.	San Francisco Dim Sum Co. Potstickers (common law)				
7.	San Francisco Dim Sum Co. Potstickers & Design	75/294949	2,203,674	5/20/97	11/17/98
8.	Yumplings	78/011410		6/6/00	
9.	Yumplings & Design	78/019229		8/1/00	
10.	Peking Cuisine (common law)				
11.	Jungle Jon's	<u>74/634830</u>	<u>2,012,708</u>	<u>2/16/95</u>	<u>10/29/96</u>
12.	Zombie	<u>74/642227</u>	<u>2,042,334</u>	<u>3/6/95</u>	<u>3/4/97</u>

Canada

	<u>Mark</u>	<u>Application Numbers</u>	<u>Registration Numbers</u>	<u>Filing Dates</u>	<u>Registration Dates</u>
1.	Ling Ling	084086800	TMA491542	4/1/97	3/18/98

