

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Pacific Sun Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State CA
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 7/8/2002

2. Name and address of receiving party(ies)

Name: PSI Assets Holdings, Inc.

Internal

Address:

Street Address: 7060 S. 238th Ave.

City: Kent State: WA Zip: 98032

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

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

A. Trademark Application No.(s) 76/244390

B. Trademark Registration No.(s) 1790554; 1409654;
1738512; 2441593; 1622722

Additional number(s) attached Yes No

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

Name: Stephen M. Evans

Internal Address: GRAYBEAL JACKSON HALEY LLP
SUITE 350

Street Address: 155 - 108TH AVE. N.E.

City: BELLEVUE State: WA Zip: 98004-5973

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

071897

DO NOT USE THIS SPACE

9. Signature.

STEPHEN M. EVANS

Name of Person Signing


Signature

28 MAY 2003

Date

Total number of pages including cover sheet, 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

PROPRIETARY RIGHTS ASSIGNMENT

This Proprietary Rights Assignment ("*Assignment*") is made and entered into as of this 1st day of July 2002 by and between Pacific Sun Industries, Inc., a California corporation (the "*Assignor*"), and PSI Assets Holdings, Inc., a Delaware corporation (the "*Assignee*").

RECITALS

WHEREAS, Assignor owns certain intangible assets, intellectual property, and other proprietary rights described in *Attachment A* attached hereto (collectively, the "*Works*"); and

WHEREAS, Assignor desires to contribute to Assignor all right, title, and interest in and to the Works from Assignor to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Rights by Assignor. Assignor hereby assigns, transfers, and conveys to Assignee, its successors, transferees, and assignees, all of Assignor's right, title, and interest, including, without limitation, common law rights, under the laws of the United States and all other jurisdictions worldwide in and to each of the Works, including, without limitation, all rights of registration, publication, rights to create derivative works, and all other rights which are incident to Assignor's ownership, together with all claims for damages by reason of past, present, and future infringement of each of the Works, with the right to sue for, and collect, the same for Assignee's own use and benefit. The parties agree that the transfer contemplated hereby is a tax-free contribution of assets in exchange for stock in a corporation pursuant to IRC section 351.

2. Moral Rights: Further Assurances. Assignor hereby waives and agrees not to assert or exercise any moral rights, including, without limitation, rights of attribution, integrity, and disclosure, in the Works. Assignor, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof, it will cooperate with Assignee to execute and deliver such other documents and instruments and to do such further acts and things as from time to time may be reasonably requested by Assignee to perfect, register, and enforce Assignee's ownership of any such rights. Assignor hereby appoints Assignee as Assignor's attorney-in-fact (this appointment being irrevocable and coupled with an interest) to execute such documents on its behalf.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

PACIFIC SUN INDUSTRIES, INC.
a California corporation

By: [Signature]
Douglas J. Moore
President and CEO

State of CA
County of San Mateo

On this 8th day of July 2002, before me, Teresa Flock, a Notary Public in and for the state of CA, personally appeared Douglas J. Moore, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



PSI ASSETS HOLDINGS, INC.
a Delaware corporation

By: [Signature]
Douglas J. Moore
President and CEO

State of CA
County of San Mateo

On this 8th day of July 2002, before me, Teresa Flock, a Notary Public in and for the state of CA, personally appeared Douglas J. Moore personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



ATTACHMENT A TO PROPRIETARY RIGHTS ASSIGNMENT

Trademarks

All trademarks owned by Pacific Sun Industries, Inc., including but not limited to:

1. "Al Baquara", Registered April 3, 2001, Registration No. 2,441,593, Class 29, nature of goods/service: beef jerky, USA.
2. Bridge Design logo, Registered November 13, 1990, Registration No. 1,622,722, Class 29, nature of goods/service: meat products, beef jerky, USA.
3. "Mountain Jack" and design, Registered December 8, 1992, Registration No. 1,732,512, Class 29, nature of goods/service: beef jerky, USA.
4. "Pacific Gold", Registered September 16, 1986, Registration No. 1,409,654, Class 29, nature of goods/service: beef jerky, USA.
5. "Rio Grande", filed April 20, 2001, Application No 76/244,390, Class 29, nature of goods/service: beef jerky, USA.
6. "Sports" and design, Registered August 31, 1993, Registration No. 1,790,554, Class 29, nature of goods/service: beef jerky, USA.
7. "Al Baquara", filed December 9, 1999, Application No. 1039114, Class 29, nature of goods/service: beef jerky, Canada.
8. Bridge Design logo, Registered June 24, 2004, Registration No. TMA 429,618, class: meat products, Canada.
9. "Pacific Gold", Registered October 28, 1994, Registration No. TMA 434,944, class: beef jerky, Canada.
10. Bridge Design logo, Registered March 29, 1996, Class 29, nature of goods/service: beef jerky, Japan.
11. "Pacific Gold Beef Jerky", Registered January 29, 1990, Registration No. 4413/90, International Class 29, nature of goods/service: beef jerky, Singapore.

Trade Secrets:

All trade secrets owned by Pacific Sun Industries, Inc., including, but not limited to, the following, with the physical location of each trade secret listed:

1. Jerky recipes/formulas for beef and turkey: Contained in a Folder Delivered at Closing labeled "Pacific Gold Proprietary Rights Folder".
2. Beef slicer: Three slicers are included in the physical equipment contributed to PSI Assets Holding, Inc.
3. Skewering and separating processes: Know how of employees and included in employee training, and the subject of agreements with employees, included in Pacific Gold Proprietary Rights Folder.
4. Cook schedule: Included in Pacific Gold Proprietary Rights Folder.

5. Deskewing equipment: Two deskewing machines with related equipment are included in the physical equipment contributed to PSI Assets Holding, Inc.
6. Jerky conditioning process: Included in Pacific Gold Proprietary Rights Folder.

Copyrights:

All copyrights owned by Pacific Sun Industries, Inc.

Domain Names:

All domain names owned by Pacific Sun Industries, Inc., including but not limited to:
www.pacificgold.com