

03-19-2003

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

102393548

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

1. Name of conveying party(ies): 3.17.03 VDW Farms, Ltd.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 7, 2002

2. Name and address of receiving party(ies)

Name: VDW Acquisition, Ltd.

Internal Address:

Street Address: 5121 Broadway

City: San Antonio State: TX Zip: 78209

individual(s) citizenship

Association

General Partnership

Limited Partnership Texas

Corporation-State

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) 76/408986

B. Trademark Registration No.(s) 2521748, 1566229

Additional number(s) attached Yes No

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

Name: Linda M. Merritt

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

2200 Ross Avenue

Dallas, Texas 75201

Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda M. Merritt

Name of Person Signing

Signature

March 10, 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

03/18/2003 TDI A21 00000115 76408986

01 FC:8521 02 FC:8522

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TRADEMARK REEL: 002694 FRAME: 0854

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY, dated effective June 7, 2002, (this "Assignment") is entered into by and between VDW Acquisition, Ltd., a Texas limited partnership ("Purchaser"), and VDW Farms, Ltd., a Texas limited partnership ("Company").

WITNESSETH:

WHEREAS, Company and Purchaser have entered into an Asset Purchase Agreement dated as of June 7, 2002 (the "Purchase Agreement"), providing, among other things, for the sale by Company and the purchase 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. Capitalized terms used in this Assignment will have the meanings set forth in the Purchase Agreement (as hereinafter defined).

2. Assignment.

a. Company hereby GRANTS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, BARGAINS, DELIVERS, 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, the following:

i. 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, which trademark interests are listed on Exhibit A.

ii. the Company's Secret Processes, including, without limitation, its recipes.

3. Further Assurances. As and when requested by Purchaser from time to time, 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.

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 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. 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.

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

VDW FARMS, LTD.

By: VDW Genpar, Ltd.,
Its General Partner

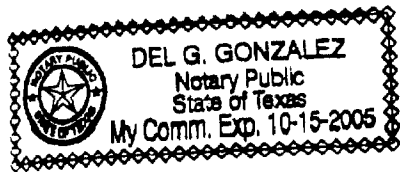
By: VDW Corp Genpar, Inc.,
Its General Partner

By: *[Signature]*
Charles Anderson,
President

THE STATE OF TEXAS §
COUNTY OF BEVIER §

This instrument was acknowledged before me on the 6th day of June 2002

(SEAL)



[Signature]
Notary Public in and for
the State of Texas
DEL G. GONZALEZ
(Printed Name of Notary)
My commission expires: 10/15/2005

EXHIBIT A

TRADEMARK INTERESTS

1. The name San Antonio Farms
2. The San Antonio Farms Trademark
3. The name Van De Walle Farms
4. The Van De Walle Farms Trademark

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