

05-19-2003

FORM PTO-1594



U.S. Department of Commerce

Patent and Trademark Office

(Rev. 6-92)

OMB No. 0651-0011 (exp. 4/94)

102451193

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

1. Name of conveying party(ies):

CFK

4-21-03

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

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

3. Nature of conveyance:

X Assignment Merger
Security Agreement Change of Name
Other

Execution Date: December 31, 1990

2. Name and address of receiving party(ies):

Name: Great American Foods Corporation

Internal Address:

Street Address: 7566 U.S. Hwy. 259 North

City: Ore City State: Texas Zip: 75683

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

B. Trademark Registration No(s): 1,222,984 and 1,222,985

Additional numbers attached? Yes No X

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

Name: William D. Raman

Internal Address: Thompson & Knight L.L.P.

Street Address: 1200 San Jacinto Center, 98 San Jacinto Blvd.

City: Austin State: Texas Zip: 78701-4081

6. Total number of applications and registrations involved: 2

7. Total fee (37 C.F.R. 3.41) \$ 65.00

[\$40 for 1st...\$25 each additional]

X Enclosed

Authorized to be charged to deposit account if check insufficient or inadvertently omitted

8. Deposit account number: 20-0821/503108.001010

(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.

Jane A. O'Connell

Name of Person Signing

Signature

4/17/03

Date

Total number of pages including cover sheet, attachments and documents: 8

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT

Commissioner of Patents and Trademarks
Washington, D.C. 20231

05/16/2003 TDIAZ1 00000016 1222984

01 FC:0521

40.00 OP

02 FC:0522

25.00 OP

CERTIFICATE OF MAILING
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date below:

4/17/03

Date

Jane A. O'Connell

Jane A. O'Connell

SC 108 001010 AUSTIN 194797.1

TRADEMARK
REEL: 002734 FRAME: 0712

ASSIGNMENT AND RELEASE

CFK, a Partnership (herein called CFK), as Licensor and Great American Foods Corporation (herein called GAFC), as Licensee, are parties to an Exclusive License Agreement restated December 5, 1985, and effective from November 1, 1985, wherein GAFC licenses the use of the tradename and service mark known as "Catfish King" in consideration for certain royalties. Such Exclusive License Agreement was supplemented to include the additional name "Catfish Village" by a supplement dated December 5, 1985, and effective from November 1, 1985, for certain additional royalties as therein recited. The undertakings reflected in this document are in satisfaction of all obligations of the parties pursuant to an Exchange Agreement between the parties dated of even date herewith.

In consideration for the issuance by GAFC to the Partners of CFK of thirty-seven thousand five hundred three (37,503) shares of the common stock of GAFC, such Partners, David Beard, Jerry Beard, ^{M.S.T.} ~~Margarey Schaefer~~ (formerly Schaefer) (nee, Taylor), Kathleen Hall, Bonnie Rae Wood, ^{BEARD} Lynda Fry, and Jerry Fry, do hereby assign and transfer unto GAFC ^{S.P.} their partnership interests in CFK, and by its joinder herein, CFK does hereby release and assign unto GAFC all rights to royalties under the above-referenced agreements, and does hereby assign to GAFC all rights under that certain Catfish Village Exclusive License Agreement wherein Catfish Village, Inc., is Licensor and CFK, a Partnership, is Licensee, dated December 5, 1985. GAFC does hereby accept such assignment and release and agrees to hold CFK

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and its Partners harmless from all obligations to Catfish Village, Inc. under such Exclusive License Agreement as above described, which assignment has been separately approved by Catfish Village, Inc. by its joinder in the above referenced Exchange Agreement.

By its joinder herein, CFK does hereby assign and transfer unto GAFC the tradename "Catfish King", registered in the Office of the United States Commissioner of Patents and Trademarks under registration numbers 1,222,984 and 1,222,985. CFK and each off its Partners authorize the Commissioner of Patents and Trademarks to issue certificates of registration of such trademark and tradename to GAFC. CFK also hereby assigns and transfers to GAFC similar tradenames and trademarks recorded in the Office of the Secretary of State of Louisiana, in Book "Record of Trademarks, Labels, Etc." No. 41, on the 5th day of August, 1983, for a term ending August 5, 1993.

IN WITNESS WHEREOF, the parties have executed this Agreement and on behalf of CFK, a Partnership, each Partner of CFK does hereby quitclaim unto GAFC all of each such Partner's share of the right, title and interest in and to the above-described marks and

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tradenames, together with the goodwill of the business symbolized by the marks and the registrations thereof.

SIGNED this 31st day of December, 1990, and effective at the close of business December 31, 1990.

CFK, A PARTNERSHIP, AND ITS PARTNERS:

David Beard
David Beard, Individually
and as Partner

Margaret K. Taylor (formerly Schaefer)
Margaret Schaefer, Individually and
as Partner *Taylor*

Jerry Beard
Jerry Beard, Individually
and as Partner

Linda Beard
Linda Beard, Individually and as
Partner

Kathleen Hall
Kathleen Hall, Individually
and as Partner

Bonnie Rae Wood
Bonnie Rae Wood, Individually and
as Partner

Jerry Fry
Jerry Fry, Individually and
as Partner

GREAT AMERICAN FOODS CORPORATION

BY: Homer K. Jenkins
Homer K. Jenkins, President

TRADE-MARK
REEL U / U 4 FRAME / U 3

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF UPSHUR

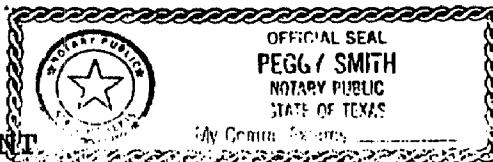
On this the 31st day of December, 1990, before me appeared David Beard, and acknowledged to me that he signed this instrument of his own free will for the purposes and considerations therein expressed.

My Commission Expires:

9-2-92

Peggy Smith

Notary Public, State of Texas
Notary's Printed Name:



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF UPSHUR

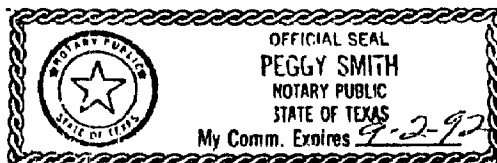
On this the 31st day of December, 1990, before me appeared Margarey Schaefer ^{SMITTA} and acknowledged to me that she signed this instrument of her own free will for the purposes and considerations therein expressed.

My Commission Expires:

9-2-92

Peggy Smith

Notary Public, State of Texas
Notary's Printed Name:



TRADE-MARK

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ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF UPSHUR

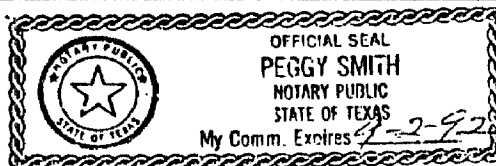
On this the 31st day of December, 1990, before me appeared Jerry Beard, and acknowledged to me that he signed this instrument of his own free will for the purposes and considerations therein expressed.

My Commission Expires:

9-2-92

Peggy Smith

Notary Public, State of Texas
Notary's Printed Name:



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF UPSHUR

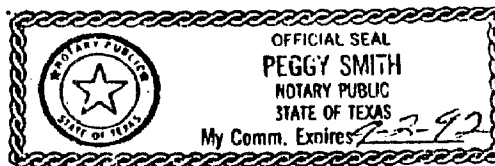
On this the 31st day of December, 1990, before me appeared Lynda Beard, and acknowledged to me that she signed this instrument of her own free will for the purposes and considerations therein expressed.

My Commission Expires:

9-2-92

Peggy Smith

Notary Public, State of Texas
Notary's Printed Name:



TRADE-MARK

REEL U / 84 FRAME / 33

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF UPSHUR

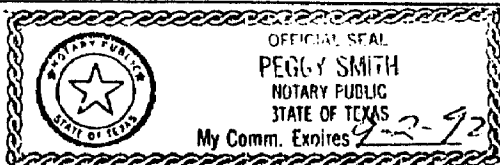
On this the 31st day of December, 1990, before me appeared Bonnie Rae Wood, and acknowledged to me that she signed this instrument of her own free will for the purposes and considerations therein expressed.

My Commission Expires:

9-2-92

Peggy Smith

Notary Public, State of Texas
Notary's Printed Name:



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF UPSHUR

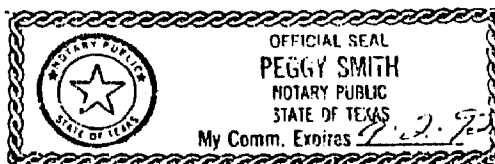
On this the 31st day of December, 1990, before me appeared Kathleen Hall, and acknowledged to me that she signed this instrument of her own free will for the purposes and considerations therein expressed.

My Commission Expires:

9-2-92

Peggy Smith

Notary Public, State of Texas
Notary's Printed Name:



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REEL U / 84 FRAME / 36

ACKNOWLEDGMENT

STATE OF TEXAS

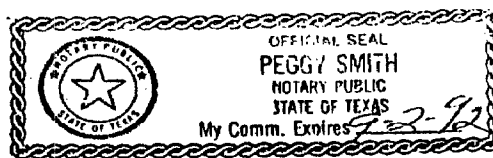
COUNTY OF UPSHUR

On this the 3rd day of December, 1990, before me appeared Jerry Fry, and acknowledged to me that he signed this instrument of his own free will for the purposes and considerations therein expressed.

My Commission Expires:

9-2-92

Peggy Smith
Notary Public, State of Texas
Notary's Printed Name:



RECORDED
PATENT AND TRADEMARK
OFFICE

APR 15 1991

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