

Form PTO-1594  
(rev 3/1)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
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):

**Zacky Farms**

- Individual(s)       Association
- General Partnership     Limited Partnership
- Corporation - **California**
- Other

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

2. Name and Address of receiving party(ies)

**Zacky Farms, LLC  
2000 N. Tyler Avenue  
South El Monte, CA 91733**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other - **California 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: **December 21, 2001**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

**2781924**

Additional numbers attached?  Yes  No

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

**Bruce Goldner, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036**

6. Total number of applications/registrations involved: 1

7. Total fee (37 CFR 3.41) **\$40**

All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 047820/2)**

8. Deposit Account No. **19-2385**


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.*

Bruce Goldner

Name



Signature

March 11, 2004

Date

Total number of pages including cover sheet, attachments, and document: **6**

CH \$40.00 192385 2781924

## INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

Instrument of Assignment and Assumption (the "Assignment and Assumption"), dated as of December 21, 2001, by and between Zacky Farms, a California Corporation ("Assignor") and Zacky Farms, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor currently owns 8.1429% of the membership interests (the "Excluded Assets") of Assignee;

WHEREAS, Assignor desires to contribute, assign and convey to Assignee, all of Assignor's assets and property other than the Excluded Assets (collectively, the "Remainder Assets") and all of Assignor's liabilities, including without limitation, those liabilities set forth on Exhibit A hereto (collectively, the "Assumed Liabilities") and Zacky Farms, LLC desires to accept the Remainder Assets and to assume, all of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration (receipt of which is hereby acknowledged) the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignor hereby sells, conveys, transfers and delivers over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in, to and under all the Remainder Assets owned by Assignor.
2. Assignee hereby assumes all of the Assumed Liabilities, including without limitation, those liabilities set forth on Exhibit A hereto.
3. This Assignment and Assumption and the covenants and agreements set forth herein shall be binding upon and inure to the benefit of Assignor and Assignee, respectively, and their respective successors and assigns.
4. This Assignment and Assumption shall be governed by the laws of the State of California (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

5. Assignor and Assignee, from time to time, shall execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered and performed, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be necessary or proper to carry out the provisions and intent of this Assignment and Assumption.

IN WITNESS WHEREOF, this Instrument of Assignment and Assumption has been duly executed and delivered by the undersigned Assignor and Assignee, as of December 21, 2001.

ZACKY FARMS

By: Robert Zacky  
Name: Robert Zacky  
Title: President

ZACKY FARMS, LLC

By: Robert D. Zacky  
Name: Robert D. Zacky  
Title: Manager

By: \_\_\_\_\_  
Name: Richard N. Zacky  
Title: Manager

IN WITNESS WHEREOF, this Instrument of Assignment and Assumption has been duly executed and delivered by the undersigned Assignor and Assignee, as of December 21, 2001.

**ZACKY FARMS**

By: \_\_\_\_\_  
Name:  
Title:

**ZACKY FARMS, LLC**

By: \_\_\_\_\_  
Name: Robert D. Zacky  
Title: Manager

By: Richard N. Zacky  
Name: Richard N. Zacky  
Title: Manager

**Exhibit A****LIABILITIES**

1. Assignor's known but unpaid liabilities including those to trade creditors.
2. Assignor's workers compensation liabilities.
3. Assignor's medical insurance claims.
4. Assignor's environmental liabilities, if any.
5. Assignor's litigation and other liabilities.
6. Assignor's other employment-related liabilities.
7. Assignor's liabilities for taxes, both income and sales.
8. Assignor's trade payables and accruals.