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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Name: Carolina Soy Products, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (North Carolina), 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: September 3, 2003

2. Name and address of receiving party(ies)

Name: Carolina Soy Products, LLC

Internal Address:

Street Address: 202 Cleft Road

City: Mill Neck State: NY Zip: 11765

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited liability company (North Carolina)

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)

76/343971, 76/425614, 76/162782

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

2,572,368

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

Name: Jeffrey C. Hart

Internal Address:

Robinson, Bradshaw, Hinson, P.A.

Street Address: 101 North Tryon Street, Suite 1900

City: Charlotte State: NC Zip: 28246

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500327

(Attach duplicate copy of this page if paying by deposit account)

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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.

Jeffrey C. Hart Name of Person Signing

Jeffrey C. Hart Signature

September 10, 2003

Date

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

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

ASSIGNMENT OF MARKS

This **ASSIGNMENT OF MARKS AGREEMENT** (the "Agreement"), dated as of September 3, 2003, is between **CAROLINA SOY PRODUCTS, INC.**, a North Carolina corporation (the "Assignor") and **CAROLINA SOY PRODUCTS, LLC**, a North Carolina corporation formerly known as Carolina Soy Acquisition Co., LLC (the "Assignee").

BACKGROUND STATEMENT

The Assignor has adopted, used and is using certain trademarks and/or service marks that are registered in (or applications have been filed to registered such marks in) the United States Patent and Trademark Office and other similar offices in foreign countries, each as identified on Appendix A attached hereto (the "Marks"). For the consideration and on the terms set forth in the Asset Purchase Agreement, dated as the date hereof, between the Assignee, the Assignor and Jerry Richmond (the "Asset Purchase Agreement"), the Assignor desires to assign and the Assignee desires to acquire all rights that the Assignor has in the Marks, and the registrations thereof, together with the goodwill of the business represented by the Marks for the consideration and on the terms set forth herein.

STATEMENT OF AGREEMENT

The parties hereto agree as follows:

1. Assignment. The Assignor does hereby assign to the Assignee all of the Assignor's right, title and interest in and to the Marks in the United States and throughout the world, any common law rights relating to the Marks and the registrations (and applications for registration) thereof, together with the goodwill of the business represented by the Marks, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Marks or such represented goodwill.
2. Further Acts. The Assignor hereby covenants and agrees that, without compensation to the Assignor but at the Assignee's expense, it will, and will cause its legal representatives, employees, agents and assigns to, execute and deliver to the Assignee any and all documents, and take such further acts, in addition to those expressly provided for herein or in the Asset Purchase Agreement that may be necessary or appropriate to convey, assign, transfer, endorse and confirm in the Assignee all of the Assignor's rights and benefits in, to and under the Marks.

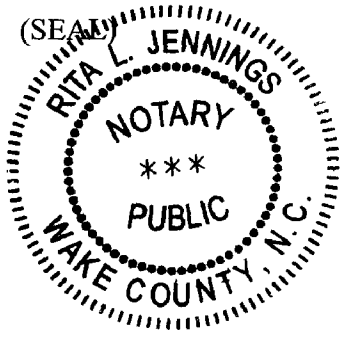
(Signatures begin on following page)

CAROLINA SOY PRODUCTS, INC.

By: [Signature]
Name: JERRY Z. RICHMOND
Title: PRESIDENT

STATE OF NORTH CAROLINA)
COUNTY OF Wake)

This 3rd day of September, 2003 before me personally came the above-named Jerry Z. Richmond, to me personally known as the individual who executed the foregoing assignment on behalf of CAROLINA SOY PRODUCTS, INC. who has acknowledged to me that he, as President of CAROLINA SOY PRODUCTS, INC., being authorized to do so, signed and sealed the same on behalf of CAROLINA SOY PRODUCTS, INC., for the purposes therein set forth.



[Signature]
Notary Public
my commission expires 7/08/04.

ACCEPTANCE

The undersigned, **CAROLINA SOY ACQUISITION CO., LLC**, hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED on this 3rd day of September, 2003.

CAROLINA SOY ACQUISITION CO., LLC

By: Earl E Ellis
Name: Earl E. Ellis
Title: Manager

APPENDIX A

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>International Class(es)</u>	<u>U.S. Classes</u>	<u>Date Registered</u>
Carolina Soy	2,572,368	29	46	May 21, 2002

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>International Class(es)</u>	<u>U.S. Classes</u>	<u>Date Filed</u>
Smartcoat	76/343971	29	Not Yet Assigned	November 30, 2001
Whole Harvest	76/425614	29	Not Yet Assigned	June 25, 2002
Smartfry	76/162782	29	Not Yet Assigned	November 9, 2000

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BACKGROUND STATEMENT

The Assignor has adopted, used and is using certain trademarks and/or service marks that are registered in (or applications have been filed to registered such marks in) the United States Patent and Trademark Office and other similar offices in foreign countries, each as identified on Appendix A attached hereto (the "Marks"). For the consideration and on the terms set forth in the Asset Purchase Agreement, dated as the date hereof, between the Assignee, the Assignor and Jerry Richmond (the "Asset Purchase Agreement"), the Assignor desires to assign and the Assignee desires to acquire all rights that the Assignor has in the Marks, and the registrations thereof, together with the goodwill of the business represented by the Marks for the consideration and on the terms set forth herein.

STATEMENT OF AGREEMENT

The parties hereto agree as follows:

1. Assignment. The Assignor does hereby assign to the Assignee all of the Assignor's right, title and interest in and to the Marks in the United States and throughout the world, any common law rights relating to the Marks and the registrations (and applications for registration) thereof, together with the goodwill of the business represented by the Marks, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Marks or such represented goodwill.

2. Further Acts. The Assignor hereby covenants and agrees that, without compensation to the Assignor but at the Assignee's expense, it will, and will cause its legal representatives, employees, agents and assigns to, execute and deliver to the Assignee any and all documents, and take such further acts, in addition to those expressly provided for herein or in the Asset Purchase Agreement that may be necessary or appropriate to convey, assign, transfer, endorse and confirm in the Assignee all of the Assignor's rights and benefits in, to and under the Marks.

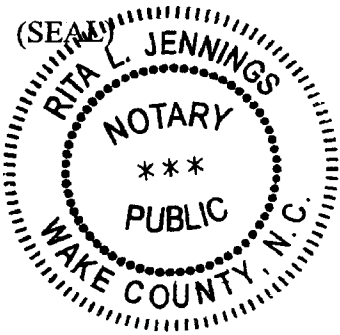
(Signatures begin on following page)

CAROLINA SOY PRODUCTS, INC.

By: [Signature]
Name: JERRY J. RICHMOND
Title: PRESIDENT

STATE OF NORTH CAROLINA)
COUNTY OF Wake)

This 3rd day of September, 2003 before me personally came the above-named Jerry J. Richmond, to me personally known as the individual who executed the foregoing assignment on behalf of CAROLINA SOY PRODUCTS, INC. who has acknowledged to me that he, as President of CAROLINA SOY PRODUCTS, INC., being authorized to do so, signed and sealed the same on behalf of CAROLINA SOY PRODUCTS, INC., for the purposes therein set forth.



[Signature]
Notary Public
my commission expires 7/8/04.

ACCEPTANCE

The undersigned, **CAROLINA SOY ACQUISITION CO., LLC**, hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED on this 3rd day of September, 2003.

CAROLINA SOY ACQUISITION CO., LLC

By: Earl E Ellis
Name: Earl E. Ellis
Title: Manager

APPENDIX A

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Smartfry	76/162782	29	Not Yet Assigned	November 9, 2000

ROBINSON BRADSHAW & HINSON

JEFFREY C. HART
CHARLOTTE OFFICE

DIRECT DIAL: 704.377.8392
DIRECT FAX: 704.373.3992
JHART@RBH.COM

September 10, 2003

VIA UPS OVERNIGHT

U.S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Highway
Suite 320
Washington, D.C. 20231

Re: Assignment of Marks and Patent Assignment

Dear Sir or Madam

Enclosed for recordation are the following:

1. an original and one copy of the Assignment of Marks between Carolina Soy Products, Inc. and Carolina Soy Products, LLC; and
2. an original and one copy of the Patent Assignment between Carolina Soy Products, Inc. and Carolina Soy Products, LLC.

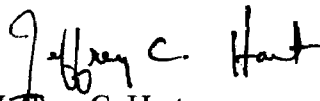
Also enclosed are two checks, one in the amount of \$115.00 and the second in the amount of \$120.00 representing the filing fees. Should there be an overage with regard to the two filings, please charge the remaining amount to our deposit account 500327.

As proof of receipt of this filing, please return the file-stamped evidence to our office in the enclosed pre-paid UPS Envelope.

Should you have any questions or comments regarding these documents, please do not hesitate to contact me at 704-377-8392.

Very truly yours,

ROBINSON, BRADSHAW & HINSON, P.A.


Jeffrey C. Hart

JCH/pbg
Enclosures

C-840529v01_17289.00011

Attorneys at Law

Charlotte Office: 101 North Tryon St., Suite 1900, Charlotte, NC 28246 Ph: 704.377.2536 Fx: 704.378.4000

South Carolina Office: 140 East Main St., Suite 420, P.O. Drawer 12070, Rock Hill, SC 29731 Ph: 803.325.2900 Fx: 803.325.2929

TRADEMARK

RECORDED: 09/15/2003

REEL: 002824 FRAME: 0282