

OFFICE OF PUBLIC RECORDS

REC

12-10-2003

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TO THE ASSISTANT COMMISSIONER FOR TRADE

102619215

ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):

TechCom International, Inc.

11-10-03

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

Other

Additional name(s) of conveying party(ies) attached? yes no

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

Name: F&F Foods

Internal Address:

Street Address: 3501 West 48th Place

City: Chicago State: IL Zip: 60632

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation 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: 10/08/2003

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

2,693,606

Additional numbers attached? yes no

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

Name: PATRICIA B. HOGAN

Internal Address: Keating, Muething & Klekamp, P.L.L.

Street Address: 1400 Provident Tower, One E. 4th Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Patricia B. Hogan

Name of Person Signing

Patricia B. Hogan
Signature

11/06/03
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 8th day of OCT, 2003 ("Effective Date") from TechCom International, Inc., an Ohio corporation located at 1000 S.W. 52nd Avenue, Suite 177, Gainesville, Florida 32608 ("Assignor") to F&F Foods, Inc., located at 3501 West 48th Place, Chicago, Illinois 60632 ("Assignee").

WHEREAS, Assignor has adopted, has licensed use of and is the exclusive owner of all right, title, and interest in and to the trademark SMOKERSGUARD, U.S. Serial No. 75/508277; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. The trademark SMOKERSGUARD, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademark");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademark, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademark and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademark and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademark and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademark and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

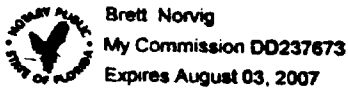
This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 8th day of OCT, 2003.

By: *John R. Anfinson*
Name: JOHN R. ANFINSON
Title: PRESIDENT

State of Florida)
 : SS
County of Alachua)

On this 8th day of oct, 2003, before me appeared John Anfinson, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).



Brett Norvig - Brett Norvig
Signature of Notary Public

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