

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAWLER FOODS, INC.		07/31/1999	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	WJM INDUSTRIES, LTD.
Composed Of:	COMPOSED OF General Partner, Lawler Real Estate, Inc., a Texas corporation
Street Address:	1219 Carpenter Road
City:	Humble
State/Country:	TEXAS
Postal Code:	77396
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2145193	CHOCOLATE ERUPTION

CORRESPONDENCE DATA	
Fax Number:	(214)200-0853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-547-2416
Email:	ipdocketing@haynesboone.com
Correspondent Name:	Rita M. Irani c/o Haynes and Boone, LLP
Address Line 1:	901 Main Street
Address Line 2:	Suite 3100
Address Line 4:	Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	23943.26
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NAME OF SUBMITTER:	Rita M. Irani
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Total Attachments: 5
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**GENERAL INDENTURE OF CONVEYANCE,
ASSIGNMENT, AND TRANSFER**

This General Indenture of Conveyance, Assignment, and Transfer, dated July 31, 1999, from LAWLER FOODS, INC., a Nevada corporation (the "Grantor"), to WJM INDUSTRIES, LTD., a Texas limited partnership (the "Grantee").

W I T N E S S E T H:

Grantor, in consideration of an additional eighty-one percent (81 %) limited partnership interest in Grantee, by these presents, does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, and unto its successors and assigns forever, all of the following:

All properties, assets, and rights of Grantor of every kind and description, real or personal, tangible or intangible, wherever situated, including without limitation all real property and interests in real property, whether surface, mineral, or otherwise; all merchandise, materials, inventories, equipment, furniture, fixtures, and other tangible personal property; all cash, bank accounts, notes receivable, and accounts receivable; all stock, securities, and other rights and interests in other entities or ventures; and all claims, demands, and causes of action.

TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER, and DELIVERED or intended so to be unto Grantee, its successors and assigns forever.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, to execute, acknowledge and deliver all and every such further conveyance and other instruments and to do such further acts as may be necessary more fully to assure Grantee, its successors and assigns, all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER, and DELIVERED or intended so to be, have been validly conveyed hereby, or to aid and assist in collecting and reducing to possession, any of or

all the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, or in connection with the settlement of any obligations or liabilities to Grantor.

Grantor hereby binds itself to warrant and forever defend the title to all and singular said assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This General Indenture is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for Grantor and in Grantor's name and stead, but on behalf and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, by this General Indenture or by any other instruments of conveyance or assignment from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all receivables and other items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or Grantee any checks received on account of such receivables or other items; to institute and prosecute in the name of Grantor, but at the expense and for the benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect or enforce any claim, right,

title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

In consideration of the foregoing, Grantee hereby assumes and agrees to pay, perform and discharge all the liabilities and obligations of Grantor, incurred in Grantor's name and relating to the assets, properties and rights hereby GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER and DELIVERED or intended so to be, of every kind and description as they exist on the date hereof, whether fixed, contingent, known or unknown.

Grantee further agrees that Grantor shall receive an additional eighty-one percent (81 %) percent limited partnership interest in Grantee.

Nothing contained in this General Indenture shall, or shall be construed to, prejudice the right of Grantee to contest any claim or demand as fully as Grantor might have done.

IN WITNESS WHEREOF, the parties have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed, and Grantee has caused its seal to be affixed hereto as of the date and year first above written.

GRANTOR:

LAWLER FOODS, INC.

By: Carol M. Lawler
Carol M. Lawler, President

GRANTEE:

WJM INDUSTRIES, LTD.

By: Lawler Real Estate, Inc., its general partner

By: Carol M. Lawler
Name: Carol M. Lawler
Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL M. LAWLER, known to me to be the person whose name is subscribed to the foregoing instrument, as president of Lawler Foods, Inc., a Nevada corporation, and, being by me first duly sworn, declared and acknowledged to me under oath that such person executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

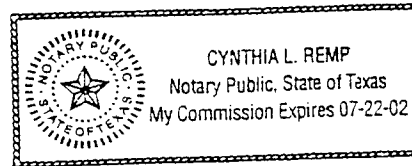
GIVEN UNDER MY HAND AND SEAL of office this 31st day of July, 1999.

[Handwritten Signature]

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §



CAROL M. LAWLER BEFORE ME, the undersigned authority, on this day personally appeared CAROL M. LAWLER, known to me to be the person whose name is subscribed to the foregoing instrument, as president of Lawler Real Estate, Inc., a Texas corporation, and the general partner of WJM Industries, Ltd., a Texas limited partnership, and, being by me first duly sworn, declared and acknowledged to me under oath that such person executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office this 31st day of July, 1999.

[Handwritten Signature]

Notary Public, State of Texas

