

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Correction of assignee's address for assignment previously recorded at Reel/Frame 002632/0555

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Discovery Food Co., Inc.		11/19/2002	CORPORATION:

RECEIVING PARTY DATA

Name:	Discovery Foods, LLC
Street Address:	2395 American Avenue
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545
Entity Type:	Delaware Limited Liability Company:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2042334	ZOMBIE
Registration Number:	2012708	JUNGLE JON'S
Registration Number:	2203674	SAN FRANCISCO DIM SUM CO. POTSTICKERS
Registration Number:	2560471	SPAZZIO
Registration Number:	2353839	LING LING
Registration Number:	2147437	LING LING
Serial Number:	78019229	YUMPLINGS
Serial Number:	78011410	YUMPLINGS
Serial Number:	78090716	SPAZZIO AN EXQUISITE ITALIAN EXPERIENCE

CORRESPONDENCE DATA

Fax Number: (214)855-8200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-855-8000
 Email: DOTrademark@fulbright.com
 Correspondent Name: David H. Tannenbaum

OP \$240.00 2042334

Address Line 1: 2200 Ross Avenue, Suite 2800
Address Line 2: Fulbright & Jaworski L.L.P.
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

65134-10305995

NAME OF SUBMITTER:

Linda M. Merritt

Total Attachments: 8

source=Discover_1(a)#page1.tif
source=Discover_2(a)#page1.tif
source=Discover_3(a)#page1.tif
source=Discover_4(a)#page1.tif
source=Discover_5(a)#page1.tif
source=Discover_6(a)#page1.tif
source=Discover_7(a)#page1.tif
source=Discover_8(a)#page1.tif

12-13-2002



102311204

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. 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): Discovery Food Co., Inc. 12-9-02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Discovery Foods, LLC
Internal
Address:
Street Address: 2695 American Avenue
City: Hayward State: CA 94545
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other Delaware 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:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: November 19, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78/019,229, 78/011,410, 78/090,716
Additional number(s) attached Yes [X] No

B. Trademark Registration No.(s)
2,042,334,
2,012,708, 2,203,674, 2,560,471, 2,353,839,
2,147,437
Additional number(s) attached Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David H. Tannenbaum
Internal Address: Fulbright & Jaworski L.L.P.
Street Address: 2200 Ross Avenue
Suite 2800
City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41) \$ 240.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(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.
Linda M. Merritt Signature Date 12/4/02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 10

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

12/12/2002 6TOM11 00000116 78019229

01 FC:8521
02 FC:8522

40.00 DP
200.00 DP

TRADEMARK
REEL: 002935 FRAME: 0489

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY, dated effective November 19, 2002 (this "Assignment"), is entered into by and between Discovery Foods, LLC, a Delaware limited liability company ("Purchaser"), and Discovery Food Co., Inc., a California corporation ("Company").

WITNESSETH:

WHEREAS, Company, the holders of common stock of the Company, Silver Brands Partners II, L.P., a Texas limited partnership, and Purchaser have entered into an Asset Purchase and Contribution Agreement dated as of November 19, 2002 (the "Purchase Agreement"), providing, among other things, for the sale and contribution by Company and the purchase and acceptance by Purchaser of the Transferred Property (as defined herein); and

WHEREAS, in order to effectuate the sale and purchase of the Transferred Property as aforesaid, Company is executing and delivering this Assignment.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby acts and agrees as follows:

1. Capitalized Terms; Incorporation. Capitalized terms used in this Assignment will have the meanings set forth in the Purchase Agreement. This Assignment evidences the transfers, assignments and conveyances contemplated by the Purchase Agreement which is incorporated herein by reference and is subject to all of the terms, provisions and conditions thereof. This Assignment and Transfer of Intellectual Property is executed and delivered in connection with the Purchase Agreement and anything to the contrary set forth herein notwithstanding, nothing herein shall in any way vary the promises, agreements, representations and warranties of the parties hereto set forth in said Purchase Agreement.

2. Assignment. Company hereby grants, sells, conveys, transfers, assigns, bargains, delivers, contributes and relinquishes exclusively to Purchaser, in perpetuity, all of its right, title, and interest in and to all of the Company's Intellectual Property Rights relating to, or used in connection with, the Business and all Intangible Assets (collectively, the "Transferred Property"), which includes, without limitation, all trademark and service mark interests (including the goodwill of the business represented thereby) relating to, or used in connection with or in the conduct of, the Business, including, without limitation, the trademark interests listed on Exhibit A.

3. Further Assurances. As and when requested in writing by Purchaser from time to time sufficiently in advance and at Purchaser's sole cost and expense, Company shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further actions as may be reasonably necessary to carry out the purposes of this Assignment or any related provision of the Purchase Agreement.

4. Acknowledgment of Rights. In furtherance of this Assignment, Company hereby acknowledges that, from and after the effective date of this Assignment, Purchaser has acceded to all of its right, title, and standing to:

- a. receive all rights and benefits pertaining to the Transferred Property;
- b. institute and prosecute all suits and proceedings and take all actions that

Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title or interest assigned hereunder;

c. defend and compromise any and all such actions, suits, or proceedings relating to any right, title, interest assigned hereunder, and perform all other such acts in relation thereto as Purchaser, in its sole discretion, deems advisable; and

d. register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Property, including (without limitation) trademark protection.

5. Waiver. Company hereby waives and relinquishes any and all rights which it may have to any utilization of the Transferred Property or to object to any use of the Transferred Property by Purchaser.

6. Authorization. Company hereby represents and warrants to Purchaser that Company has the absolute and unrestricted right, power and authority to enter into this Assignment.

7. Controlling Agreement. It is contemplated that, pursuant to Section 6 hereof, Company may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Properties. Unless otherwise agreed in writing by the parties, no such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts-of-law rule or principle which might refer same to another jurisdiction.

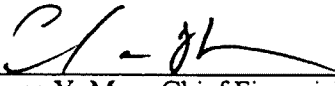
10. Successors and Assigns. This Assignment shall bind Company and its successors and assigns and inure to the benefit of Purchaser and its successors and assigns.

11. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

(Signatures on following page)

This Assignment and Transfer of Intellectual Property is executed and delivered effective as of the date first set forth above.

DISCOVERY FOOD CO., INC.

By: 
Clarence Y. Mou, Chief Financial Officer

STATE OF TEXAS §
 § ss.
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 19th day of November 2002 by Clarence Y. Mou, Chief Financial Officer of Discovery Food Co., Inc. a California corporation, on behalf of said corporation.


Notary Public, State of Texas

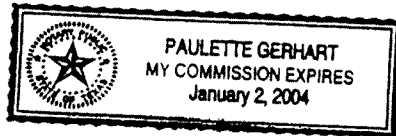


EXHIBIT A**TRADEMARK INTERESTS****United States**

	<u>Mark</u>	<u>Application Numbers</u>	<u>Registration Numbers</u>	<u>Filing Dates</u>	<u>Registration Dates</u>
1.	Ling Ling & Design	75/229778	2,147,437	1/23/97	3/31/98
2.	Ling Ling & Design	75/771440	2,353,839	8/9/99	5/30/00
3.	Ling Ling (common law)				
4.	Spazzio	78/041650	2,560,471	1/3/01	4/9/02
5.	Spazzio & Design	78/090716		10/29/01	
6.	San Francisco Dim Sum Co. Potstickers (common law)				
7.	San Francisco Dim Sum Co. Potstickers & Design	75/294949	2,203,674	5/20/97	11/17/98
8.	Yumplings	78/011410		6/6/00	
9.	Yumplings & Design	78/019229		8/1/00	
10.	Peking Cuisine (common law)				
11.	Jungle Jon's	<u>74/634830</u>	<u>2,012,708</u>	<u>2/16/95</u>	<u>10/29/96</u>
12.	Zombie	<u>74/642227</u>	<u>2,042,334</u>	<u>3/6/95</u>	<u>3/4/97</u>

Canada

	<u>Mark</u>	<u>Application Numbers</u>	<u>Registration Numbers</u>	<u>Filing Dates</u>	<u>Registration Dates</u>
1.	Ling Ling	084086800	TMA491542	4/1/97	3/18/98

This Assignment and Transfer of Intellectual Property is executed and delivered effective as of the date first set forth above.

DISCOVERY FOOD CO., INC.

By: *Clarence Y. Mou*
Clarence Y. Mou, Chief Financial Officer

STATE OF TEXAS §
 § ss.
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 19th day of November 2002 by Clarence Y. Mou, Chief Financial Officer of Discovery Food Co., Inc. a California corporation, on behalf of said corporation.

Paulette Gerhart
Notary Public, State of Texas

