



10-19-2004



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

RECORDED TRADEMARKS

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): MFM INDUSTRIES, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

2. Name and address of receiving party(ies)

Name: CEDAR FRESH PRODUCTS, INC.

Internal Address: SUITE 2C

Street Address: 4325 Old Mill Road

City: Anderson State: SC Zip: 29621

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (No checked)

Handwritten: 10/14/04

3. Nature of conveyance:

- Assignment (checked), Merger, Security Agreement, Change of Name, Other

Execution Date: 11/14/2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1859249

Additional number(s) attached Yes No (No checked)

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

Name: Thomas W. Brooke, Esq.

Internal Address: Suite 100

Street Address: 2099 Pennsylvania Ave., NW

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 1

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

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Carolyn Felter Name of Person Signing

Handwritten signature: Carolyn Felter

10/14/2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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

10/18/2004 ECOOPER 00000098 1859249

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40.00 BP

TRADEMARK REEL: 003063 FRAME: 0234

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made as of the 14th day of November, 2003, between MPM INDUSTRIES, INC., a Delaware corporation, having its principal place of business at Box 68, Lowell, Florida 32668 ("Assignor"), and CEDAR FRESH PRODUCTS, INC., a Delaware corporation, with its principal place of business at 4325 Old Mill Road, Suite 2C, Anderson, South Carolina 29621 ("Assignee"). *DLD*

WHEREAS, Assignor, as successor in interest of Registrant, Mid-Florida Mining Company, is the owner of the mark CEDAR FRESH, subject of United States Patent and Trademark Office Registration No. 1,859,249 dated October 18, 1994 (the "Mark"), which it owns free and clear of any known adverse interest, and of designs associated with the Mark, all of which have been in continuous use since their adoption and have not been abandoned, and of the mark CEDAR FRESH and DESIGN, subject of United States Patent and Trademark Office Registration No. 1,857,347 dated October 4, 1994, which has been cancelled (collectively, the "Marks"), and of the domain name "www.cedarfreshcoop.com" (the "Domain Name"); and

WHEREAS, Assignor wishes to assign, grant and deliver exclusively to Assignee all rights, titles and interests of every kind and nature in and to the Mark and the Marks and the Domain Name, together with the goodwill and business of Assignor to which the Mark and the Marks and registrations thereof pertain, and all rights of action and claims, including actions and claims for past infringement thereof;

NOW, THEREFORE, in consideration of payment of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignor hereby assigns to the Assignee, free and clear of all liens, claims, encumbrances, security interests, liabilities, obligations, charges and equities, and Assignee accepts all of Assignor's right, title and interest in the Mark, the Marks, and the Domain Name, including pending applications therefor, together with that portion of Assignor's business to which the Mark, the Marks and the Domain Name pertain, and the goodwill of the business symbolized by the Mark, the Marks, and any and all registrations and applications for registration, and all rights of action and claims for past infringement.

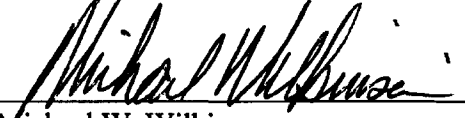
2. The parties hereto agree that they will execute any necessary and further documents as may be required to effectuate the intent of this Assignment, including any Registrant Name Change Agreement or similar agreement with respect to the assignment of the Domain Name.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment to be executed by its duly authorized officer as of the date first written above.

Assignor:

MFM INDUSTRIES, INC.

By: 
Michael W. Wilkinson
President

Assignee:

CEDAR FRESH PRODUCTS, INC.

By: _____
James M. Julian
Chairman

SIGNATURE CONTINUED
ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment to be executed by its duly authorized officer as of the date first written above.

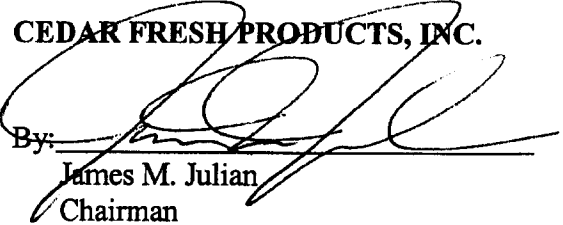
Assignor:

MFM INDUSTRIES, INC.

By: _____
Michael W. Wilkinson
President

Assignee:

CEDAR FRESH PRODUCTS, INC.

By: 
James M. Julian
Chairman

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