

APR 26 2005

05-04-2005



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RECORDATION FORM COVER TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10 31 2004

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

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(40.00 DP)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 003155 FRAME: 0939

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

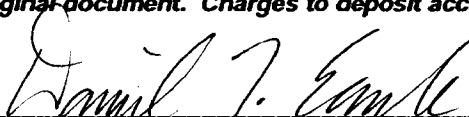
No

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. Charges to deposit account are authorized, as indicated herein.

DANIEL T. EARLE

Name of Person Signing



Signature

April 26, 2005

Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Trademark Application of:
: GRAHAM DAN TAYLOR :
: Serial No. 76,564,185 :
: Filed: December 9, 2003 :
: Mark: HOTCAN :

**APPOINTMENT OF DOMESTIC REPRESENTATIVE
AND POWER OF ATTORNEY**

Commissioner for Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

Dear Sir:

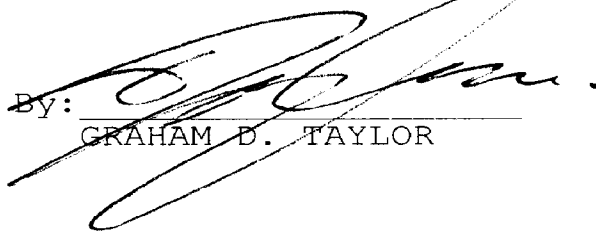
Daniel T. Earle and James E. Shlesinger, and the firm of SHLESINGER, ARKWRIGHT & GARVEY LLP, whose postal address is 1420 King Street, Suite 600, Alexandria, Virginia 22314, are hereby designated as Applicant's Representatives on whom notices or process in proceedings affecting the mark may be served.

Please recognize Daniel T. Earle and James E. Shlesinger, members of the Bar of Commonwealth of Virginia, and the firm of SHLESINGER, ARKWRIGHT & GARVEY, LLP, 1420 King Street, Alexandria, Virginia 22314, as attorneys to prosecute this application for registration with full power of substitution and revocation, to transact all business in the Patent and Trademark

Office connected therewith, and to receive the Certificate of Registration. Please direct all communications in regard to this application to Daniel T. Earle at (703) 684-5600.

Respectfully submitted,

Date: 5TH APRIL 2008

By: 
GRAHAM D. TAYLOR

TRADE MARK ASSIGNMENT

Parties:

(1) 'The Assignor':

Hotcan U.K. Limited, 48 Suffolk Road, Sheffield, S2 4AL, United Kingdom

(2) 'The Assignees':

Graham Dan Taylor of 2 Beechwood Road, Kirkby, Ashfield, Nottingham,
NG17 8PE;

- and -

[

]

Recitals:

- (A) The Assignor is the registered proprietor of the UK Registered Trade Mark particulars of which is set out in Schedule 1 below hereto ('the Trade Mark').
- (B) The Assignor has agreed to assign to the Assignees the Trade Mark together with the goodwill of the business of the Assignor concerned in the goods in respect of which the Trade Mark is registered or registration has been sought upon the terms and conditions hereinafter appearing.

Operative provisions:

1 Assignment

In pursuance of the said agreement and in consideration of the sum of £10 (ten pounds sterling) now paid by the Assignees to the Assignor (the receipt whereof the Assignor hereby acknowledges) the Assignor with full

title guarantee HEREBY ASSIGNS unto the Assignees the Trade Mark and the full and exclusive benefit of it together with the goodwill of the business of the Assignor concerned in the goods or services in respect of which the Trade Mark is registered TO HOLD the same unto the Assignees absolutely.

2 Assignor's obligations and warranties

2.1 The Assignor shall at the discretion and expense of the Assignees execute any further document and do any such thing as the Assignees may require to enable the Assignees to become registered as proprietors of the Trade Mark and to secure the benefits of the rights hereby assigned.

2.2 The Assignor hereby warrants that:

2.2.1 it is the proprietor of the Trade Mark and has the full power to enter into this Assignment;

2.2.2 it has not granted any licences to use the Trade Mark;

2.2.3 It has not, either by act or omission caused and permitted anything to be done which might endanger the validity of the Trade Mark or the ability of the Assignees to register this Assignment;

2.2.4 it has not knowingly withheld from the Assignees knowledge of any circumstances that may endanger the validity of the Trade Mark or the ability of the Assignees to register this Assignment;

2.2.5 all renewal fees due in respect of the registered Trade Mark have been paid;

2.2.6 all previous assignments of the Trade Mark are valid and the Assignor is properly entered on the Register of Trade Marks as proprietor of the Trade Mark.

2.3 The Assignor hereby agrees to indemnify, and to keep the Assignees indemnified, against all actions claims proceedings costs and damages (including any damages or compensation paid by the Assignees on the advice of its legal advisers to compromise or settle any

claim) and all legal costs and other expenses arising out of any breach of the warranties in clause 2.2 or out of any claims by a third party based on any facts which if substantiated would constitute such a breach.


IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year written below.

SCHEDULE
Registration

MARK	NUMBER	DATE	CLASS	GOODS IN RESPECT OF WHICH REGISTERED
HOTCAN (Series of 2)	1547399	10/09/1993	29	Meat, fish, poultry and game; meat extracts; soup and vegetables; prepared meals containing any of the aforesaid goods; all included in class 29

SIGNED as a Deed by the said: Hotcan U.K. Limited

Acting by




Director

and



Director/Secretary

SIGNED as a Deed by the said: Graham Dan Taylor



In the presence of:



Witness' name : Peter Reagent
occupation : DIRECTOR
address : 7 EYRE ST EAST, CHESTERFIELD

Date: 31/10/2004.

SIGNED as a Deed by the said: []

In the presence of:

Witness' name :
occupation :
address :

Date: _____