



2007 JAN 17 AM 10:29

2-12-07 C REC T

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies):

Stephen F. Taylor

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 12, 2007

- Assignment
- Security Agreement
- Other \* SEE BELOW
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Santa Fe Food Company, L.L.C.

Internal

Address: \_\_\_\_\_

Street Address: 5505 North Mesa, Suite 2

City: El Paso

State: Texas

Country: United States Zip: 79912

- Association
- General Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,980,342 (supplemental)  
3,153,727 (principal)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Santa Fe Bean Company, Santa Fe Bean Company (with design)

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

Name: Clyde A. Pine, Jr.

Internal Address: Mounce, Green, Myers, Safi & Galatzan, P.C.

Street Address: 100 N. Stanton, Suite 1700

City: El Paso

State: Texas Zip: 79901

Phone Number: (915) 532-2000

Fax Number: (915) 541-1548

Email Address: pine@mgmsg.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Clyde A. Pine, Jr.

Signature

Name of Person Signing

1/12/07

Date

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

00100201 2980342 40.00 DP

01/17/2007 DBYRNE

02-FC-852 02-FC-852

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

\*Correction to address of Assignee; original assignment is recorded, reel 3455, frame 09366. A copy of the original cover sheet is enclosed.

12-13-2006

COMMERCIAL  
Mark Office

# RECORDATION FORM COVER SHEET TRADEMARKS



103347727

To the Director of the U. S. Patent and Trademark Office: Please record the attached document below.

11.13.06

**1. Name of conveying party(ies):**  
Stephen F. Taylor

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
 Additional names, addresses, or citizenship attached?

Name: Santa Fe Food Company, L.L.C.  
 Internal Address: \_\_\_\_\_  
 Street Address: 5500 N. Mesa, Suite 2  
 City: El Paso  
 State: Texas  
 Country: United States Zip: 79912

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other limited liability company Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) October 24, 2006

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s)  
2,980,342 (supplemental)  
3,153,727 (principal)

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Santa Fe Bean Company, Santa Fe Bean Company (with design)

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

Name: Clyde A. Pine, Jr.  
 Internal Address: Mounce, Green, Myers, Safi & Galatzan, P.C.  
 Street Address: 100 N. Stanton, Suite 1700  
 City: El Paso  
 State: Texas Zip: 79901  
 Phone Number: (915) 532-2000  
 Fax Number: (915) 541-1548  
 Email Address: pine@mgmsg.com

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** Grant Bassett 10-24-06  
 Signature Date  
GRANT BASSETT  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**BILL OF SALE**


The undersigned, Santa Fe Food Company, Inc., a Texas corporation d/b/a Santa Fe Bean Company, and Stephen F. Taylor ("Taylor"), a Texas resident ("Seller"), for and in acknowledgment of payment of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the undersigned, New Santa Fe Food Company, LLC ("Purchaser"), do hereby sell to Purchaser the assets of Seller that are used in or useful to the operation of Seller's business located in El Paso, Texas, including the Trademarks owned by Stephen F. Taylor, as are described in the Asset Purchase Agreement executed contemporaneously herewith, including, without limitation, all of Seller's right, title and interest to the following property:

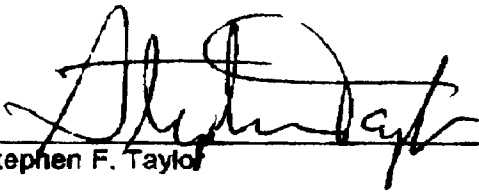
1. All of Seller's inventory as described on Schedule 1 hereto.
2. All customer accounts of Seller.
3. Any and all amounts received by Seller with respect to customer accounts acquired by Purchaser after the Effective Time.
4. All business records relating to the Assets, including accounting and operating records, asset ledgers, inventory records, reports, budgets, projections, customer lists, supplier lists, files, correspondence and mailing lists, advertising materials and brochures, and other Business records used in the Business, in whatever form.
5. Seller's corporate name "Santa Fe Food Company" and its tradename "Santa Fe Bean Company", and/or any variation or derivation of any of the foregoing.
6. All trademarks, service marks and other intellectual property, and all applications therefor, registered with the U.S. Patent and Trademark Office or any similar state registration office, reflecting the name "Santa Fe Bean Company" and/or its corresponding logo, owed by Taylor.
7. Original or copies of all records relating to and reasonably necessary for the operation of Seller's Business, presently in or in the future company into Seller's care, custody and control, relating to any of the Assets, or relating to the acquisition or past, present or future operation of Seller's Assets or Business.

Seller does hereby certify that it currently holds all rights and titles to such personal property, and that such personal property is being transferred to Purchaser without lien.

**SELLER:**

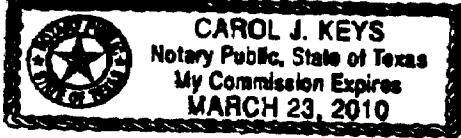
SANTA FE FOOD COMPANY, INC.

By:   
Name: Paul A. Taylor  
Title: Vice President

  
Stephen F. Taylor

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me, the undersigned notary public, this 23<sup>rd</sup> day of June, 2008, by Ron Acton, Vice President of Santa Fe Food Company, Inc., a Texas corporation, on behalf of said corporation.

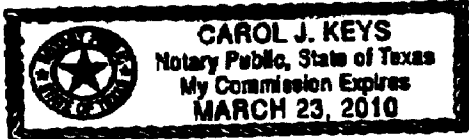


  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires:  
3-23-2010

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me, the undersigned notary public, this 26<sup>th</sup> day of June, 2008, by Stephen F. Taylor.



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires:  
3-23-2010