

10-08-1998

FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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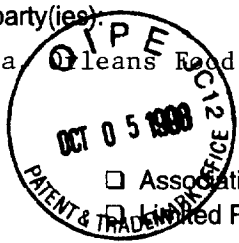
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

10-5-98

1. Name of conveying party(ies):

Reuther, Inc., d.b.a. Orleans Road Company

- Individual(s)
General Partnership
Corporation-State
Other



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

2. Name and address of receiving party(ies)

Name: Orleans Acquisition Corporation

Internal Address:

Street Address: 1633 Littleton Road

City: Parsippany State: NJ ZIP: 07054

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

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other Bill of Sale and Assignment

Execution Date: November 24, 1997

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

A. Trademark Application No.(s)

Appendix A

B. Trademark Registration No.(s)

Appendix A

Additional numbers attached? Yes No

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

Aaron B. Retzer

Name: Epstein, Edell & Retzer

Internal Address:

Street Address: 1901 Research Blvd., Suite 400

City: Rockville State: MD ZIP: 20850

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed Check No. 2090
Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/08/1998 TSHABAZZ 00000203 753483%

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 200.00 OP

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.

Aaron B. Retzer
Name of Person Signing

Signature

10/5/98
Date

Total number of pages including cover sheet, attachments, and document: 8

**APPENDIX A*****Pending Trademark Application***

<b>Serial No.</b>	<b>Mark</b>	<b>Filing Date</b>
75/348,396	ORLEANS	8/28/97

***Registered Trademarks***

<b>Reg. No.</b>	<b>Mark</b>	<b>Reg. Date</b>
667,858	ORLEANS and Design	9/30/58
686,427	GULF BELLE and Design	10/6/59
701,089	GULF PEARL and Design	7/12/60
938,168	DE JEAN'S	7/18/72
1,162,943	GULF BELLE	7/28/81
1,215,060	CUTCHER	11/2/82
1,268,088	HARRIS	2/21/84
2,184,097	GULF BELLE	8/25/98

## BILL OF SALE AND ASSIGNMENT

STATE OF LOUISIANA                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
PARISH OF PLAQUEMINES           §

THAT Reuther's Sea Food Company Inc., Reuther, Inc., Orleans Trading Corporation and Reuther Properties, L.L.C. (collectively, the "Grantors"), in consideration of the payment by Orleans Acquisition Corporation, a Delaware corporation ("Grantee"), of the consideration specified in that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of November 24, 1997, by and among Grantee and Grantors et al, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer, assign and deliver unto Grantee, pursuant to the Purchase Agreement, all of each Grantor's rights, title, and interests in and to all of the Transferred Assets. Capitalized terms not otherwise defined herein or in the Schedules hereto will have the meanings set forth in the Purchase Agreement.

TO HAVE AND TO HOLD the Transferred Assets unto Grantee and its successors and assigns forever. The Transferred Assets are being sold, conveyed, transferred, assigned and delivered to Grantee with such representations and warranties as are expressly provided for in the Purchase Agreement, the terms and conditions of which shall survive the execution and delivery of this Assignment and Bill of Sale (the "Assignment").

It is hereby acknowledged and agreed that, except for Owned Property and Leased Property, the Transferred Assets subject to this Assignment shall include all rights, titles, and interests of each Seller in and to the assets and properties of that Seller of every kind, type or designation that are used in, held for use in, the operation of the Business, whether tangible or intangible, real, personal or omitted, wherever located, including, without limitation:

(a) all machinery and equipment and spare parts, furniture, office equipment and other personal property of any kind or type, whether physically located on the Real Property or elsewhere (including, without limitation, that certain real property described on Schedule 1.1(b) of the Purchase Agreement) that are used in, or held for use in, the operations of the Business;

(b) all inventories, including finished products, samples, work-in-process, raw materials, labels and packaging materials, whether physically located on the Real Property or elsewhere, that are used in, or held for use in, the operations of the Business;

(c) all of the trade notes or accounts receivable arising out of Inventory sold or shipped or services performed in connection with the operation of the Business ("**Accounts Receivable**");

(d) all rights under the Contracts set forth on Schedule 1.1(e) of the Purchase Agreement;

(e) all of the books and records of the Business, wherever located, relating to the Business, including, but not limited to, the following: sales records, books of account, files, invoices, inventory records, accounting records, product specifications, drawings, engineering, maintenance, operating and production records, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, quality control records and manuals, blueprints, research and development files, laboratory books, patent and trademark files and litigation files, other than records kept solely for tax purposes and excluding any of the foregoing relating solely to the Excluded Assets or the Retained Liabilities;

(f) to the extent transfer is permitted under applicable law or regulation, all permits, approvals, franchises, licenses or other rights granted by any Governmental Entity (as defined herein) and necessary for the lawful ownership of the Transferred Assets or other lawful conduct of the Business as currently conducted (the "**Permits**");

(g) all U.S. patents and U.S. patent applications and all rights deriving therefrom (the "**Patents**") including, without limitation, the Patents set forth on Schedule 3.10(a) and (b) to the Purchase Agreement, a copy of which is attached as Annex I hereto;

(h) all U.S. trademarks, U.S. trademark applications, U.S. trademark registrations, U.S. trade names and U.S. service marks (including, without limitation, the name "Orleans"), together with the goodwill associated therewith and all rights deriving therefrom (the "**Trademarks**") including, without limitation, the Trademarks set forth on Schedule 3.10(a) and (b) to the Purchase Agreement, a copy of which is attached as Annex I hereto;

(i) all U.S. registered copyrights or unregistered copyrights used or held for use in connection with the Business and all rights deriving therefrom (the "**Copyrights**") including, without limitation, the Copyrights set forth on Schedule 3.10(a) and (b) to the Purchase Agreement, a copy of which is attached as Annex I hereto;

(j) all unpatented formulas, know-how, manufacturing methods and processes, inventions, discoveries, trade secrets, improvements and other technology in which a Seller has any rights (whether owned or not) and all rights deriving therefrom;

(k) all goodwill of the Business, including the right to represent oneself as the successor to the Business;

(l) all rights under manufacturers' and vendors' warranties relating to items included in the Transferred Assets and all similar rights against third parties relating to items included in the Transferred Assets; and

(m) all prepaid items, costs and fees.


Each Grantor covenants and agrees, for the benefit of Grantee and its successors and assigns, without further consideration, and whenever and as often as required so to do by Grantee and its successors and assigns, to execute and deliver to Grantee such other instruments of conveyance,

transfer and assignment, and take such other action, as Grantee may require more fully and effectively to transfer, assign and convey to and vest in Grantee and its successors and assigns, and to put Grantee and its successors and assigns in actual possession and operating control of, the Transferred Assets that are subject to this Assignment.


[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 24th day of November, 1997.


**REUTHER'S SEA FOOD COMPANY INC.**

By:   
Name: CLARENCE G. REUTHER  
Title: PRESIDENT


**REUTHER, INC.**

By:   
Name: DAVID W. COOK  
Title: PRESIDENT

**ORLEANS TRADING CORPORATION**

By:   
Name: DOUGLAS HINES  
Title: PRESIDENT

**REUTHER PROPERTIES, L.L.C.**

By:   
Name: DAVID PIPPIN  
Title: MEMBER

**ORLEANS ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 24th day of November, 1997.

**REUTHER'S SEA FOOD COMPANY INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REUTHER, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ORLEANS TRADING CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REUTHER PROPERTIES, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ORLEANS ACQUISITION CORPORATION**

By: Andrew S. Rosen  
Name: Andrew S. Rosen  
Title: President

Schedule 3.10(a) & (b)

Intellectual Property

Copyrights, Trademarks, Patents & Other Intellectual Property

Reuther, Inc. - see attached information regarding

- 1) Canadian Trademark Application No. 844367 for "ORLEANS"
- 2) Mexican Trademark Application No. 308496 for "ORLEANS"
- 3) U.S. Trademark Application Serial Nos.  
75/348,396 - ORLEANS  
75/348,397 - GULF BELLE
- 4) Assignment of Trademarks from Reuther's Sea Food Company, Inc. to Reuther, Inc.