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To the Honorable Commissioner of Patents

100853121

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Medina Imports, Inc.

10-9-98

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

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

2. Name and address of receiving party(ies)

Name: Swiss-American Importing Co.

Internal Address:

Street Address: 4245 Papin Street

City: St. Louis State: MO ZIP: 63110

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: n/a Yes No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 13, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(2039663)

Additional numbers attached? Yes No

2,039,663

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

Name: Alan S. Nemes

Internal Address:

Blackwell Sanders Paper Martin

Street Address: 720 Olive Street, 24th Floor

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved: 1

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

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.

Alan S. Nemes

Name of Person Signing

Signature

Date

4

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

2039663 01/16/98 TRADEMARK

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into this 13 day of AUGUST, 1998, by and between , Medina Imports, Inc., a California corporation, with principal place of business at 621 L Street, Chula Vista, California 91911, (hereinafter "ASSIGNOR"), hereby contracts and agrees with Swiss-American Importing Co., a Missouri Corporation, with principal place of business at 4245 Papin Street, St. Louis, Missouri 63110 (hereinafter "ASSIGNEE").

PREAMBLE

ASSIGNOR is the exclusive owner of certain trademark registered in the United States Patent and Trademark Office, DUTCH GARDEN FARMS and Design, Reg. No. 2039663 for fresh bell peppers ("Goods") (hereinafter referred to as the "Mark"); and

ASSIGNEE is desirous of acquiring said Mark and ASSIGNOR is desirous of assigning the same.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged the parties agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers, absolutely and free from any and all encumbrances, liens and security interests, to ASSIGNEE, its successors and assigns forever, and ASSIGNEE assumes all of ASSIGNOR's right, title, and interest in and to all (1) the Mark and (2) any and all past and present statutory and common law rights and powers, the entire business and goodwill, and all rights of suit and action, both prior to, upon, and subsequent to the effective date of this Assignment, relating in any way to the aforesaid rights, title and interest in the Mark, and to retain any damages and other awards obtained as a result of any such action, unless otherwise agreed to by the parties ("Assigned Rights").

2. ASSIGNOR hereby represents and warrants that it is a corporation duly incorporated and validly existing and in good standing under the laws of the State of California with full power and authority to enter into this Assignment and to perform its obligations hereunder.

3. ASSIGNOR has taken all necessary corporate action for the execution, delivery and performance of this Assignment. This Assignment has been duly executed and constitutes a legal, valid and binding obligation of ASSIGNOR enforceable according to its terms and does not violate any agreement, instrument or obligation to which ASSIGNOR is a party or is directly or indirectly bound.

4. The Mark is registered in ASSIGNOR's sole name for the U.S. under the registration number and date, set forth on **Attachment A**, and such registration is in full force and effect.

5. ASSIGNOR is not a party to any pending suit, dispute or claim, and has received no notice of any threatened suit, dispute or claim, regarding the registration, application or use of the Mark, nor is ASSIGNOR aware of (i) any trademark, tradename, or other intellectual property right of any third party that would be an infringement of the Mark or would be infringed by ASSIGNEE's use of the Mark, or (ii) any third party's claim of ownership of any right, title or interest in and to, or license to use, the Mark, including but not limited to security interests, liens or other encumbrances.


6. This Assignment and the rights obtained herein shall inure to the benefit of ASSIGNEE and its respective successors and assigns as fully and entirely as the same would have been held by ASSIGNOR had such sale, assignment, and transfer not been made.

7. ASSIGNOR agrees that it will execute any and all documents required by ASSIGNEE for the purpose of implementing ASSIGNOR'S obligations under this Assignment. This Assignment Agreement shall inure to the benefit of, and be binding upon, the parties, their successors and assigns.

8. This Assignment is the entire agreement between the parties and shall not be modified, amended or altered in any manner except by written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:
MEDINA IMPORTS, INC.

By: 
Name: Frank Erado
Title: President

ASSIGNEE:
SWISS-AMERICAN IMPORTING CO.

By: _____
Name: _____
Title: President

Int. Cl.: 31

Prior U.S. Cls.: 1 and 46

United States Patent and Trademark Office

Reg. No. 2,039,663

Registered Feb. 25, 1997

**TRADEMARK
PRINCIPAL REGISTER**



DUTCH GARDEN FARMS

MEDINA IMPORTS, INC. (CALIFORNIA CORPORATION)
621 "L" STREET
CHULA VISTA, CA 91911, ASSIGNEE OF PACIFIC STAR MARKETING (PARTNERSHIP)
CHULA VISTA, CA 91912

FOR: FRESH BELL PEPPERS, IN CLASS 31
(U.S. CLS. 1 AND 46).

FIRST USE 10-0-1993; IN COMMERCE
10-0-1993.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FARMS", APART FROM THE MARK AS SHOWN.

THE LINING SHOWN IN THE DRAWING IS A FEATURE OF THE MARK AND DOES NOT INDICATE COLOR.

SER. NO. 74-612,804, FILED 12-19-1994.

ZHALEH DELANEY, EXAMINING ATTORNEY

ATTACHMENT A

RECORDED: 10/09/1998

TRADEMARK
REEL: 1800 FRAME: 0932