

01-29-2001



101595993

1-19-01

RECORDATION FORM COVER SHEET 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

Name

Formerly

1013615

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)

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

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002220 FRAME: 0953

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

323/234-2989

Name

David L. Prince, Esq.

Address (line 1)

1912 East Vernon Avenue,

Address (line 2)

Suite 100

Address (line 3)

Los Angeles, CA 90058

Address (line 4)

Pages

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

#

2

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)

1013615

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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.

DAVID L. PRINCE

Name of Person Signing

Signature

01/12/2001

Date Signed

ASSIGNMENT OF U.S. REGISTERED TRADEMARKS

WHEREAS, Young's Holdings, Inc., by way of succession to Young's Market Company, a Delaware corporation, whose principal office is located at 2164 North Batavia Street, Orange, California, hereinafter "Assignor", is the owner and has adopted, used, and is licensing or is otherwise using the names, trade names, and trademarks identified as "Scalone", U.S. Registration No. 1, 022, 161 and "Scalopone", U.S. Registration No. 1, 013, 615 (collectively "Trademarks"), including any trade dress or label design related thereto; and

WHEREAS, Pacific American Fish Co., Inc., a California corporation whose principal office is at 620 south Gladys Avenue, Los Angeles, California 90021 (hereinafter "Assignee"), desires to acquire the Trademarks (including the registrations and/or pending applications and all renewals and extensions thereof) together with the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's rights, title and interest in and to the Trademarks (including and without limitation, any and all registrations and /or pending applications and all renewals and extensions thereof), together with the goodwill associated with the trademarks and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver, at the request of the Assignee, such additional papers, instruments, and assignments as the Assignee may reasonably require in order to vest Assignor's right, title, and interest in and to the Trademarks in the Assignee and/or to carry out the intent of this assignment.

IN WITNESS THEREOF, the Assignor has executed this Assignment this 9TH day of January, 2001 at Orange, California.

YOUNG'S HOLDINGS, INC.

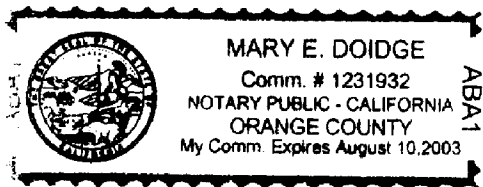


By: **Paul Vert**

Its: President

State of California)
) ss.
County of Orange)

On this 9th day of January, 2001, before me a notary public, in and for the above entitled County, came before me Paul Vert, personally known to me to and being by me duly sworn did depose and say that he is the President of Young's Holdings, Inc., described in and which executed the foregoing instrument and that he signed his name thereto by the consent of the Board of Directors of the corporation.



Mary E. Doidge
NOTARY PUBLIC