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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Linden Associated Growers, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Double Diamond Acres Limited
Internal _____
Address: _____
Street Address: P.O. Box 251, 451 Talbot Street
West Leamington
City: Ontario State: CANADA Zip: N8H 3W2

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Ontario, Canada
 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 _____

Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,158,033

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael J. Smith, Esquire
Internal Address: _____
Street Address: BLANK ROME COMISKY & McCAULEY LLP
One Logan Square
City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2555
(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.

Michael J. Smith, Esquire
Name of Person Signing

Michael J. Smith
Signature

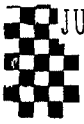
July 17, 2001
Date

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

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002339 FRAME: 0170



DESIGNATION OF DOMESTIC REPRESENTATIVE

With respect to U.S. Registration No. 2,158,033 for DOUBLE DIAMOND and Design, Double Diamond Acres Limited hereby appoints MICHAEL J. SMITH of BLANK ROME COMISKY & McCAULEY LLP, One Logan Square, Philadelphia, Pennsylvania 19103-6998, as its domestic representative on whom may be served notices or process in proceedings affecting the subject mark.

DOUBLE DIAMOND ACRES LIMITED

Date: JULY 11 2001

By: *Nick Mastronardi*
Nick Mastronardi,
President

K:\SMITH-N\211822 Double Diamond\00103 U.S. Cancellation Action Against Markon\Double Diamond.donreg.doc

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement is made by and between Linden Associated Growers, a California corporation, doing business at 14175 East Highway 26, Linden, California 95236 ("Linden") and Double Diamond Acres Limited, an Ontario company, doing business at P.O. Box 251, 451 Talbot Street, West Leamington, Ontario N8H 3W2, CANADA ("Double Diamond").

WHEREAS, Linden is the owner of the trademark and trademark registration in the form more fully described in Exhibit 1 hereto (the "Mark").

WHEREAS, Linden and Double Diamond, have executed a certain Assignment and License Agreement dated the 25th day of June, 2001 (the "Agreement").

WHEREAS, pursuant to the terms of the Agreement, Linden desires to assign and Double Diamond desires to receive all of Linden's right, title and interest in and to the Mark, together with the goodwill associated therewith.


NOW, THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound Linden hereby sells, transfers, assigns and sets over unto Double Diamond, its successors and assigns, all of Linden's entire right, title and interest in and to the Mark, together with the goodwill associated therewith and symbolized by the Mark, all common law rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Linden agrees to execute and deliver at the request of Double Diamond all papers, instruments, and assignments, and to perform any other reasonable acts Double Diamond may request in order to vest all of Linden's right, title, and interest in and to the Marks in Double Diamond and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Double Diamond, to the extent such evidence is in the possession or control of Linden.

Executed as of this 25th day of June, 2001.

DOUBLE DIAMOND ACRES
LIMITED

LINDEN ASSOCIATED
GROWERS, INC.



Name:
Title:



Name: pres.
Title:

EXHIBIT 1

| Trademark | Reg. No. | Reg. Date |
|---------------------------|-----------|--------------|
| DOUBLE DIAMOND and Design | 2,158,033 | May 19, 1998 |

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