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



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

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

1. Name of conveying party(ies): 4-9-02  
 Milling Manufacturing, Inc.

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

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

2. Name and address of receiving party(ies)  
 Name: Cajun Injector, Inc.  
 Internal: \_\_\_\_\_  
 Address: \_\_\_\_\_

Street Address: P. O. Box 97  
 City: Clinton                      State: LA                      Zip: 70722

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-state Louisiana  
 Other

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Purchase Agreement

Execution Date: January 11, 2002

04-09-2002  
 U.S. Patent & TMO/TM Mail Rcpt Dt. #10

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from  
 Additional name(s) & address( as) attached?  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
2,061,500

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Lance A. Foster  
 Internal Address: \_\_\_\_\_

Street Address: 8555 United Plaza Blvd.  
5th Floor

City: Baton Rouge                      State: LA                      Zip: 70809

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.

Lance A. Foster                      [Signature]                      April 9, 2002  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document. 7

04/23/2002 6TOM11 00000033 2061500  
 01 IC:481 40.00 DP

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

TRADEMARK  
 REEL: 2490 FRAME: 0319

LP

## Patent and Trademark Purchase Agreement

THIS AGREEMENT is entered into as effective on January 11, 2002 by and between:

MILLING MANUFACTURING, INC., a Louisiana corporation having an office at Labadieville, Louisiana (hereinafter MILLING);

DARRYL J. CHEDVILLE, an individual and resident of Napoleonville, Louisiana (hereinafter "CHEDVILLE"); and

CAJUN INJECTOR, INC., a Louisiana corporation, having an office at Clinton, Louisiana 70121, (hereinafter "CAJUN INJECTOR").

### WITNESSETH

**WHEREAS**, MILLING is the sole and exclusive owner of the trademark CAJUN BATTER BOWL, and the United States Trademark Registration No. 2,061,500 (hereinafter "Trademark"), and molds for the manufacture of products known as Cajun Batter Bowls (hereinafter "Molds");

**WHEREAS**, CHEDVILLE is the owner of United States Patent Number Re. 36,554 (hereinafter "Patent") and is a co-owner of MILLING; and

**WHEREAS**, CAJUN INJECTOR desires to acquire the entire rights to and ownership of the Trademark CAJUN BATTER BOWL, the molds for manufacture of the product Cajun Batter Bowls (hereinafter "Products") and Patent Re. 36,554; and

**WHEREAS**, MILLING and CHEDVILLE have the power and authority to grant to CAJUN INJECTOR such rights and ownership:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

### UNDERTAKINGS

1. Sale of Trademark, Molds and Patent

- (a) MILLING hereby agrees to sell to CAJUN INJECTOR and CAJUN INJECTOR hereby agrees to purchase the above identified Trademark, Molds and Patent subject to the terms and conditions of this Agreement.
- (b) MILLING and CHEDVILLE shall execute assignment documents in such other form or forms suitable for recording in the United States Patent Office as may be necessary to transfer title to the Patent and the Trademark, upon CAJUN INJECTOR's satisfaction of all of its obligations under this Agreement.

- (c) Upon CAJUN INJECTOR's satisfaction of its obligations under Paragraphs 2(a) and 2(b) of this Agreement, MILLING will transfer title of the Molds to CAJUN INJECTOR and execute all documents necessary to affect such transfer.
- (d) During the term of this Agreement, but prior to title in the Patent and the Trademark transferring to CAJUN INJECTOR, MILLING and CHEDVILLE grant CAJUN INJECTOR the exclusive license, without the right to sublicense, under the Patent to manufacture, have manufactured on its behalf, use and sell the Products and an exclusive license to use the Trademark on the Products. Such licenses are exclusive even as to MILLING and CHEDVILLE.
- (e) During the term of this Agreement, but prior to title in the Molds transferring to CAJUN INJECTOR, MILLING agrees that the Molds will be used exclusively by and/or for the benefit of, and at the direction of, CAJUN INJECTOR. Presently the Molds are in the possession of Salem Plastics of Salem Arkansas. At the request of CAJUN INJECTOR, MILLING agrees to transfer the Molds from Salem Plastics to any other manufacturer chosen by CAJUN INJECTOR. Once the Molds are removed from Salem Plastics, CAJUN INJECTOR will assume all responsibility for the Molds, including maintaining insurance on the Molds. However, all savings that MILLING realizes from CAJUN INJECTOR's assumption of responsibility will be reported to CAJUN INJECTOR and deducted from the royalties owed under Paragraph 2 (c).

2. Purchase Price

- (a) In consideration of the sale of rights and ownership granted to CAJUN INJECTOR in Paragraph 1, CAJUN INJECTOR shall pay to MILLING an Initial Payment of Fifty Thousand Dollars (\$50,000), to be paid by certified or cashier's check at the time of execution of this Agreement.
- (b) In further consideration of the sale of rights and ownership granted to CAJUN INJECTOR in Paragraph 1, CAJUN INJECTOR shall pay to MILLING an earned royalty on the sale of Products made in accordance with the Patent or sold under the Trademark calculated to be the sum of fifty cents (\$0.50) for each of such Products sold by or for CAJUN INJECTOR until a sum of Two Hundred Thousand Dollars (\$200,000) in royalties has been paid.
- (c) In further consideration of the sale of rights and ownership granted to CAJUN INJECTOR in Paragraph 1, CAJUN INJECTOR shall pay to MILLING in addition to the sums set forth in Paragraphs 2(a) and (b), above, additional sums in the form of an earned royalty on the sale of Products commencing immediately upon the satisfaction of the royalty obligation of Paragraph 2(b), such additional royalty calculated to be the sum of thirty five cents (\$0.35) for each of Products sold by or for CAJUN INJECTOR and continuing for a period of three (3) years unless this

Agreement is earlier terminated.

- (d) MILLING is prohibited from granting any licenses, sublicenses, or security interests in the Patent, Trademark, or Molds or from manufacturing, having manufactured, or selling Products or other breeding or battering food products during the period in which this Agreement is in effect.
- (f) MILLING shall maintain the Molds against wear and tear during the term of this Agreement.

3. Payment of Royalties

- (a) The royalties due hereunder shall be payable quarterly within twenty-five (25) days after the end of each calendar quarter with respect to the Products sold by CAJUN INJECTOR during such quarter.
- (b) Each royalty payment shall be accompanied by a report which sets forth the number of Products sold by or on behalf of CAJUN INJECTOR and the amount of royalties payable to MILLING.
- (c) The receipt or acceptance by MILLING of any royalty statement or payment shall not prevent MILLING from subsequently challenging the validity or accuracy of such statement or payment.

4. Accounts

- (a) CAJUN INJECTOR shall keep at its usual place of business detailed records and books of accounts necessary to ascertain the royalties payable hereunder for a period of two (2) years following any obligation to make royalty payments.
- (b) CAJUN INJECTOR shall permit an independent certified public accountant, or similarly qualified individual, nominated by MILLING and approved by CAJUN INJECTOR (which approval will not be unreasonably withheld) to inspect said accounts kept by CAJUN INJECTOR at any reasonable time during normal business hours at MILLING's expense. Any report to MILLING or its representatives by such certified public accountant shall only contain the information reporting the accuracy or inaccuracy of CAJUN INJECTOR's prior reports provided pursuant to Paragraph 3(b). MILLING shall maintain all such reports provided by CAJUN INJECTOR in strict confidence. No reports containing information such as gross revenues, costs, pricing or profits of Products shall be made by such accountants to MILLING.

5. Assignment

Neither MILLING nor CAJUN INJECTOR shall assign, transfer, mortgage or charge any of

its rights, duties or obligations hereunder without the prior written consent of the other party.

6. Warranties and Obligations

- (a) MILLING and CHEDVILLE represent and warrant that each party represented as an owner in this Agreement is the sole and exclusive owner of all right, title and interest in and to the Trademark, Molds and Patent relating to Products, that they have granted no security interests therein to third persons, and that each has the right to enter into this Agreement. MILLING and CHEDVILLE represent and warrant that the Molds are insured for their replacement value and such insurance shall be maintained until title in the Molds transfers to CAJUN INJECTOR. MILLING and CHEDVILLE represent and warrant they will take all action and pay all fees necessary to maintain the Patent and maintain registration of the Trademark.
- (b) CAJUN INJECTOR shall be solely responsible for the manufacture, production, sale, and distribution of the Products and will bear all costs associated therewith except as otherwise provided herein.

7. Default

- (a) Failure to pay the sums due under Paragraph 2 of this Agreement shall constitute a material breach and default of this Agreement. Upon default MILLING shall give notice in writing to CAJUN INJECTOR, which shall constitute an immediate demand for payment of all sums in arrears. Unless payment be made and such default be cured within thirty (30) days following the giving of such notice for a default MILLING may give further written notice of the termination of this Agreement, upon which the molds for Products shall be immediately returned to MILLING and CAJUN INJECTOR shall have no further right of use or ownership thereof or of the Trademark and Patent. Waiver of a single default or a succession of defaults shall not deprive MILLING of any right to terminate this Agreement arising by reason of any subsequent default.
- (b) CAJUN INJECTOR's manufacturing and quality control procedures and in-plant quality control checks on the manufacture of Products shall be applied in the same rigorous manner as those procedures and checks are applied to similar products manufactured in the industry and no less rigorous than other products manufactured by CAJUN INJECTOR. MILLING shall have the right to send a representative to any and all CAJUN INJECTOR sites of manufacture, during the time of manufacture of Products in order to observe such manufacture processes provided advance written notice of seven (7) work-days has been given. CAJUN INJECTOR shall, upon request, provide MILLING with up to two hundred samples of Products annually for the purpose of sampling the manufacture of Products. Such samples shall not be resold by MILLING. CAJUN INJECTOR agrees that its use of the Trademark inures to the benefit of MILLING until the full Purchase Price stated in

Paragraph 2 has been paid and until that event, CAJUN INJECTOR shall not acquire any rights, other than those granted herein, in the TRADEMARKS. Failure to meet the prescribed standards shall be a material breach of this Agreement and grounds for termination.

- (c) Failure of MILLING or CHEDVILLE to carry out their obligations in Paragraph 1 of this Agreement, including delivering the Molds in a usable condition, shall constitute a material breach and default of this Agreement. Upon default CAJUN INJECTOR shall give notice in writing to MILLING, which shall constitute an immediate demand for fulfillment of the obligations in Paragraph 1. Unless such obligations are carried out and such default cured within thirty (30) days following the giving of such notice for a default, CAJUN INJECTOR may give further written notice of the termination of this Agreement, with termination being effective upon mailing of said further notice. Waiver of a single default or a succession of defaults shall not deprive CAJUN INJECTOR of any right to terminate this Agreement arising by reason of any subsequent default.

8. Severability

If and insofar as any part or provision of this Agreement is or becomes void or unenforceable, it shall be deemed not to be or never to have been or formed a part of this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute therefor a lawful and enforceable provision which so far as possible results in the same commercial effects.

9. Whole Agreement; Variation

- (a) This Agreement represents the entire understanding between the parties and supersedes any and all previous understandings both written and oral with respect to the subject matter hereof.
- (b) This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by both parties.

10. Waiver

Any waiver by either party hereto of any rights arising from any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

11. Law

This Agreement shall be governed and construed in all matters with respect to the

construction of the Agreement in accordance with the laws of the state of Louisiana and in all matters with respect to patent enforceability, validity, and infringement in accordance with the laws of the relevant country.

12. Attorneys Fees

Should it be necessary to enforce any provision of this Agreement, the parties agree that the prevailing party shall be entitled to attorney's fees and other costs of enforcing this Agreement.

AS WITNESS the hands of the duly authorized officers of the parties hereto the day and the year first above written.

MILLING MANUFACTURING, INC.

CAJUN INJECTOR, INC.

By: Monica Milling  
Monica Milling  
President

By: Reece Williams  
Reece Williams  
President

DARRYL J. CHEDVILLE

Darryl J. Chedville  
Darryl J. Chedville

Lisa R. Phillips  
True Copy  
Notary Public

CERTIFICATE UNDER 37 CFR 1.10

I hereby certify that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on this 9 day of April, 2002.

EXPRESS MAIL LABEL: EV 016884264 US

Lisa R. Phillips