

11-05-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

102272236

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

1. Name of conveying party(ies):

Cole Taylor Bank

10-30-02

- 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: Baja Foods, LLC

Internal Address:

Street Address: 636 W. Root

City: Chicago State: IL Zip: 60609

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company

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: 08/07/2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1818090, 1835588, 1821532, 2076793

Additional number(s) attached Yes No

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

Name: Lisa A. Rothstein

Internal Address: Chuhak & Tecson, P.C.

Street Address: 30 S. Wacker Drive, Suite 2600

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Lisa A. Rothstein

Name of Person Signing

Lisa A. Rothstein

Signature

October 24, 2002

Date

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

5

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

11/01/2002 6TON11 00000187 1818090

01 FC:0521 02 FC:0522

40.00 OP 75.00 OP

TRADEMARK REEL: 2610 FRAME: 0828

SECURED PARTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that, for good and valuable consideration, the receipt whereof is hereby acknowledged, Cole Taylor Bank ("Seller"), hereby sells, assigns, transfers and conveys unto Baja Foods, LLC ("Buyer") Seller's entire right, title and interest in and to that Property identified in Exhibit "A" attached hereto ("Property") to have and to hold the Property unto Buyer, its successors and assigns, forever. In accordance with and pursuant to Illinois Uniform Commercial Code Section 9-610 and 9-617, this bill of sale hereby transfers to Buyer, by private sale, all rights of Seller in and to the Property, discharges the security interests of Seller in the Property, and discharges any security interest or lien subordinate to that of Seller.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE PROPERTY INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE ASSETS ARE BEING SOLD TO BUYER ON AN "AS IS, WHERE IS" BASIS ONLY.

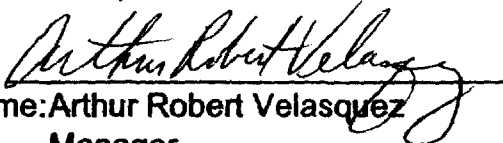
Seller, for itself and its successors and assigns, agrees to do, execute and deliver all such further acts, transfers, assignments and conveyances as are reasonably required to confirm the within sale of the Property to Buyer.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of August 6, 2001.

**SELLER:
COLE TAYLOR BANK**

By: _____

**BUYER:
Baja Foods, LLC**

By: 
Name: Arthur Robert Velasquez
Its: Manager

SECURED PARTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that, for good and valuable consideration, the receipt whereof is hereby acknowledged, Cole Taylor Bank ("Seller"), hereby sells, assigns, transfers and conveys unto Baja Foods, LLC ("Buyer") Seller's entire right, title and interest in and to that Property identified in Exhibit "A" attached hereto ("Property") to have and to hold the Property unto Buyer, its successors and assigns, forever. In accordance with and pursuant to Illinois Uniform Commercial Code Section 9-610 and 9-617, this bill of sale hereby transfers to Buyer, by private sale, all rights of Seller in and to the Property, discharges the security interests of Seller in the Property, and discharges any security interest or lien subordinate to that of Seller.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE PROPERTY INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE ASSETS ARE BEING SOLD TO BUYER ON AN "AS IS, WHERE IS" BASIS ONLY.

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IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of August 6, 2001.

SELLER:
COLE TAYLOR BANK

By: Arthur Robert Velasquez

BUYER:
Baja Foods, LLC

By: _____
Name: Arthur Robert Velasquez
Its: Manager

Exhibit A

La Marca Foods, L.L.C. Collateral

1. All trademarks, service marks, tradenames, applications for trademarks and service marks, trademark or service mark licenses, brand names, copyrights, copyright registrations, copyright registration applications, or copyright licences, patents, patent applications and patent licenses and all related rights (collectively, "Intellectual Property") of La Marca Foods, L.L.C. ("La Marca"), including without limitation those registered trademarks listed on the Attached Schedule 1 and the name "La Marca," the goodwill of the business symbolized by the Intellectual Property, all customer lists and other records of La Marca relating to the distribution of products bearing the trademarks or service marks of La Marca, and any formulas of La Marca used or usable in connection with the Intellectual Property; and any claims by La Marca against third parties for past, present and future infringement of the Intellectual Property.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**SCHEDULE 1
REGISTERED TRADEMARKS**

1. **Mark: Amigo Man design**
 Registration No: 1,818,090
 Registration date: January 25, 1994

2. **Mark: Tango Boy design**
 Registration No: 1,835,588
 Registration date: May 10, 1994

3. **Mark: Tango**
 Registration No: 1,821,532
 Registration date: February 15, 1994

4. **Mark: Café Amigo and design**
 Registration No: 2,076,793
 Registration date: July 8, 1997