



Paul Owens & Associates

Law Office • 390 Chelsea Circle • Atlanta, GA 30307

Telephone: 404-370-9800
Fax: 404-370-9801
E-mail: psowens@bellsouth.net
Website: www.paul-owens.com

Mailing address:
P.O. Box 15310
Atlanta, Georgia
30333-0310 U.S.A.

01-15-2003



102337963

1-13-03

January 5, 2003

Commissioner of Patents and Trademarks
BOX ASSIGNMENT
Washington, D.C. 20231

Re: Recordation of Trademark Assignments

Dear Sir or Madam:

Please record the document attached hereto. This cover sheet complies with the requirements of 37 C.F.R. § 3.31, as follows:

1. Name of Conveying Party: Bruce Foods Corp., a Louisiana corporation.
2. Name and Address of Receiving Party: Chihade International, Inc., a Georgia corporation, P.O. Box 451329, Atlanta, Georgia 31145.
3. Nature of Conveyance: assignment. Attached hereto is a copy of the Conveyance Agreement signed by the Conveying Party.
4. Trademark Registrations:
--MUNCH KING, Registration No. 1,824,500 (Date of Registration: March 1, 1994).
5. Name and Address of party to whom correspondence concerning document should be mailed:

Paul S. Owens, Esq.
Paul Owens & Associates
P.O. Box 15310
Atlanta, GA 30333-0310

RECORDED
JAN 13 11 25 03
U.S. PATENT & TRADEMARK OFFICE

01/14/2003 GTOM11 00000042 1824500

01 FC:8521

40.00 OP

TRADEMARK
REEL: 002649 FRAME: 0185

6. Total Number of Registrations Listed in Cover Sheet: 1.

7. Total Fee Enclosed: \$40.00.

8. Date of Execution of Assignment: July 31, 2002.

9. The Receiving Party (Assignee) is domiciled in the United States.

10. To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted herewith is a true and correct copy of the original document.

Very truly yours,



Paul S. Owens

Enc.

WARRANTED BILL OF SALE

THIS WARRANTED BILL OF SALE is made this the 31st day of July, 2002, by and between Bruce Foods Corporation, a Louisiana corporation (hereinafter referred to as "Seller") and Chihade International, Inc., a Georgia corporation (hereinafter referred to as the "Purchaser").

RECITALS

1. Seller has agreed to sell to Purchaser all of its rights and entitlements to the MUNCH KING trademark to include all claims to the mark, both those established by U.S. Trademark Registration No. 1824500 as well as any all rights and entitlements to international marks, registrations and applications for the mark "Munch King" filed in Argentina, Benelux, Brazil, France, Germany, Italy, Spain and the United Kingdom.
2. In connection with the transaction, the Seller is executing this Warranted Bill of Sale pursuant to which the Seller is selling, assigning, delivering, transferring and conveying the trademark, together with those other Assets specified herein, to the Purchaser.

IN CONSIDERATION OF the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller by these presents does hereby sell, assign, transfer, deliver and convey to the Purchaser, free and clear of all encumbrances, all rights, title and interest of the Seller in and to the Assets:

- a. All rights, title and interest in the trademark MUNCH KING whenever and however used in the United States and internationally including the U.S. Trademark Registration No. 1824500 for the MUNCH KING mark together with the good will symbolized by the mark MUNCH KING;
- b. All Seller's rights, title and interest to all ready to print artwork, wherever located, used in the creating of labels and point of purchase materials, branding and materials associated or employed in connection with the trademark MUNCH KING, including but not limited to that described on Exhibit A attached;
- c. Any and all UPC numbers;

- d. All documents of the Seller used or held for use in connection with or relating to the mark MUNCH KING; and
- e. All of Seller's general business good will associated with the mark MUNCH KING.

TO HAVE AND TO HOLD all such Assets hereby assigned, transferred and conveyed unto the Purchaser, its successors and permitted assigns, to itself and for their own use forever.

ASB

The Seller hereby represents ~~and warrants~~ to the Purchaser, its successors and assigns as to U.S. Trademark Registration No. 1824500 and the international applications and registrations, that Seller has good, valid, marketable, legal and beneficial title to the Trademark. Seller hereby conveys to the Purchaser on the date hereof, good, valid, marketable, legal and beneficial title to the Trademark, free and clear of all encumbrances ~~and the Seller warrants and will forever defend such title against all claims or demands whatsoever.~~ The Seller further represents and warrants that the Seller has not sold, transferred or leased any of the Assets, or entered into any contract which would require the Seller to sell or lease any of the Assets after the date hereof.

to the best of his knowledge, the ASB

Seller further warrants that U.S. Trademark No. 1824500 is active and in full force and effect, was validly issued and Seller has taken all actions necessary to maintain the Trademark in full force and effect.

Seller assigns to Purchaser all rights to international marks and registrations and pending applications and shall transfer all rights to said marks, registrations and applications pending or otherwise to Purchaser.

The Seller agrees that at any time and from time to time upon the written request of Purchaser, its successors in interest or assigns, that the Seller will promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Purchaser or its successor in interest or assign may reasonably request in order to obtain the full benefits of any warranties included in the Assets or to perfect the transfer of the Seller's interest in any of the Assets being acquired by the Purchaser.

The Seller has the power and authority to enter into this Warranted Bill of Sale and to carry out the transaction contemplated hereunder and does not violate or conflict with any agreements, orders, writs, injunctions or decree to which the Seller is a party or by which the Seller or the Assets is bound; the Seller has obtained all of the consents of third persons necessary for and are not subject to any restrictions or agreements which (with or without the giving of notice or passage of time or both), prohibits or would be violated by the consummation of the transaction contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Warranted Bill of Sale this the 31st day of July, 2002.

SELLER:

BRUCE FOODS CORPORATION

By: *[Signature]*

Its: *PRES.*

PURCHASER:

CHINADE INTERNATIONAL, INC.

By: *[Signature]*

Its: *Atty in fact*

STATE OF LOUISIANA)
) ss.
PARISH OF Iberia)

On July 31, 2002, before me, a Notary Public in and for said state, personally appeared J.S. Brown, III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Crystal Monte
Notary Public (Seal)

My Commission Expires: Life

STATE OF GEORGIA)
) ss.

COUNTY OF FULTON)

November 4, 2002

JACK PAUER

On ~~July~~ November 4, 2002, 2002, before me, a Notary Public in and for said state, personally appeared ~~Tawfig Chihade~~, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Josephine M. Cole
Notary Public (Seal)

My Commission Expires: 11-13-2004

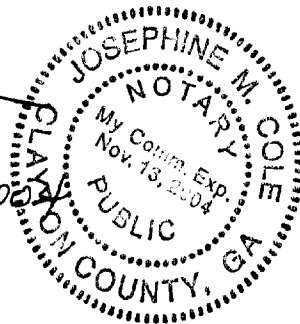


EXHIBIT A

ITEM	BRAND	CONT	COMM.	UPC
01220MKB300 Bruce Foods Corporation	Munch King	UNIV 87-21	Cheese Balls	07014761031
01220MKB302 Bruce Foods Corporation	Munch King	PORTUGESE	Bolinhas De Queijo	7-896016-600746
01220MKB600 Bruce Foods Corporation	Munch King		Pizza Cheese Flavored Balls	07014761047
01220MKC200 Bruce Foods Corporation	Munch King	UNIV 87-21	Bar-B-Q Flavored Potato Chips	07014761035
01220MKC300 Bruce Foods Corporation	Munch King	UNIV 87-21	Corn Chips	07014761029
01220MKC302 Bruce Foods Corporation	Munch King	PORTUGESE	Snacks De Milho	7-896016-600777
01220MKC400 Bruce Foods Corporation	Munch King		Potato Dip Chips	07014761033
01220MKC402 Bruce Foods Corporation	Munch King	PORTUGESE	Batata Chips –Batata Frita Ondulada	7-896016-600753
01220MKC500 Bruce Foods Corporation	Munch King		Potato Chips	07014761025
01220MKC640 Bruce Foods Corporation	Munch King	UNIV 87-21	Red Hot Potato Chips	07014761027
01220MKC700 Bruce Foods Corporation	Munch King	UNIV 87-21	Sour Crm&Onion Flv Potato Chips	07014761039
01220MKC702 Bruce Foods Corporation	Munch King	PORTUGESE	Batata Chips-Batata Frita Ondulada	7-896016-600760
01220MKC800 Bruce Foods Corporation	Munch King	UNIV 87-21	Cheese Curls	07014761021
01220MKN300 Bruce Foods Corporation	Munch King	UNIV 87-21	Nacho Cheese Tortilla Chips	07014761023
01220MKT300 Bruce Foods Corporation	Munch King	PORTUGESE	Tortilla Cheddar	7-896016-600739

TRADEMARK ASSIGNMENT

WHEREAS, Bruce Foods Corporation, a Louisiana corporation having a principal place of business located at Highway 182 West, New Iberia, Louisiana 70560 is the owner of the trademark MUNCH KING for POTATO CHIPS AND POTATO STICKS, CHEESE FLAVORED CORNBALLS, CHEESE FLAVORED CORN CURLS, CORN CHIPS, AND TORTILLA CHIPS and United States Trademark Registration No. 1824500 for the mark MUNCH KING.

WHEREAS, Chihade International, Inc., a Georgia corporation, having a principal place of business at P.O. Box 451329, Atlanta, Georgia 31145, wishes to acquire all of Bruce Foods' right, title and interest in and to the trademark MUNCH KING, and the good will symbolized thereby and associated therewith;

WHEREAS, Bruce Foods is willing to assign to Chihade International, Inc. all of Bruce Foods' right, title and interest in and to the MUNCH KING mark for POTATO CHIPS AND POTATO STICKS, CHEESE FLAVORED CORNBALLS, CHEESE FLAVORED CORN CURLS, CORN CHIPS, AND TORTILLA CHIPS and U.S. Trademark Registration No. 1824500 for the mark MUNCH KING and the good will of business symbolized thereby and associated therewith to Chihade International, Inc. on the terms and conditions hereinafter provided;

NOW, THEREFORE, effective as of the date signed below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bruce Foods hereby sells, assigns, transfers and sets over unto Chihade International, Inc. the entire right, title and interest in and to the MUNCH KING mark for POTATO CHIPS AND POTATO STICKS, CHEESE FLAVORED CORNBALLS, CHEESE FLAVORED CORN

CURLS, CORN CHIPS, AND TORTILLA CHIPS and the aforesaid U.S. Trademark Registration No. 1824500 for the MUNCH KING mark together with the good will of the business symbolized by the MUNCH KING mark as fully and entirely as the same would have been held and enjoyed by Bruce Foods; together with any claims for damages by reason of past infringement of the MUNCH KING marks, wit the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns, or other legal representatives.

BRUCE FOODS CORPORATION

By: *J.P. M... III*
Its: *President*

STATE OF Louisiana

PARISH OF Iberia

Before me personally appeared J.S. Brown III and to me known and known by me to be the person(s) of such name(s) who signed and sealed the foregoing instrument ; and the said person(s) acknowledged the same to be the free act(s) and deed(s) of those person(s), on the day and year aforesaid.

Crystal Monte
Notary Public

My commission expires: *Life*