

NRD 12.22.99

FORM PTO 10678A  
Expires 06/30/99  
OMB 0651-0027

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U.S. Department of Commerce  
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TRADEMARK

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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
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization
- 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.)

FOR OFFICE USE ONLY

01/24/2000 DNGUYEN 00000204 2066497

01 FC:481  
02 FC:482

40.00 DP  
100.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002012 FRAME: 0013

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2066497"/>	<input type="text" value="1939889"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1934046"/>	<input type="text" value="1926607"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2046218"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

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.

Lisa Brooks Hammond  
Name of Person Signing

  
Signature

12-17-99  
Date Signed

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of November 18, 1999 and entered into by and between ROSE SPICE, INC., A Delaware corporation having its principal place of business at 4500 N.E., Wilmington, North Carolina 28405 (herein, "Assignor") and WILLIAMS FOODS, INC., a Kansas corporation having its principal place of business at 13301 W. 99<sup>th</sup> Street, Lenexa, Kansas 66215 (herein, "Assignee").

The Assignor has adopted and used, and continuously used, the registered trademarks listed on Schedule A. The said trademarks reflect and symbolize the considerable goodwill of the Assignor with respect to its business of selling and offering for sale the various goods and services identified by said Marks. Assignor may also have rights and interests in and to pending applications for trademark registration in the United States Patent and Trademark Office. These pending trademarks, if any, are also listed on Schedule A. Registered trademarks and pending trademarks shall be collectively referred to as the "Marks" herein.

Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor all Assignor's right, title, and interest in and to the said Marks, together with all Assignor's goodwill associated therewith and symbolized thereby.

1. **The Marks.** The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill) are listed on Schedule A.
2. **Assignment.** Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the said Marks and any and all rights to any registrations thereof or applications for registrations thereof which may now or hereafter exist, together with all of Assignor's goodwill associated therewith and symbolized thereby.
3. **Goodwill.** The said sale, transfer, assignment, and conveyance includes all the goodwill of the business of Assignor associated with and symbolized by said marks.
4. **Other Actions.** Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee clear title to the Marks and the rights transferred hereunder.
5. **Non-competition.** Assignor agrees to terminate all use of the Marks and agrees not to use the Marks or any other name or mark confusingly similar therewith, whether for itself or for or in connection with any

other person, firm, or corporation in which Assignor or any of its officers, directors, shareholders, agents, or employees has any interest whatsoever.

6. **Additional Rights.** In addition to the other rights referenced herein, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of ownership rights of the Marks, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. Assignee is authorized to communicate with the United States Patent and Trademark Office, and the United States Patent and Trademark Office is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the day and year first above written.

Assignor

Rose Spice, Inc.

By: Wade Rose

Title: \_\_\_\_\_

**SCHEDULE A**

**REGISTERED TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
AMERICA'S #1 SPICE VALUE	2,066,497	June 3, 1997
HERB ROYALE	1,934,046	November 7, 1995
MISCELLANEOUS DESIGN	2,046,218	March 18, 1997
SPICE RACK	1,939,889	December 5, 1995
SPIN-4-SPICE	1,926,607	October 10, 1995

**PENDING TRADEMARK APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
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