

05-13-1999

LE meo 5-10-99

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

101036993

Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Benjamin R. Zaricor and Louise Ann Veninga

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

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

3. Nature of Conveyance:

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

Execution Date: December 11, 1998

2. Name and address of receiving party(ies):  
Name: Comerica Bank-California

Internal Address: \_\_\_\_\_  
Street Address: 333 West Santa Clara Street  
San Jose State CA ZIP 95113

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes                       No
- (Designation must be a separate document from Assignment)

Additional Name(s) & address(es) attached?  
 Yes               No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark registration No.(s)  
See Attachment.

Additional numbers attached?  Yes       No

943714

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

Name: Chris Friedrich  
Internal Address: Mahl, Rehon, Walworth & Roberts  
Street Address: 10 Almaden Boulevard, Suite 550  
City, State, ZIP: San Jose, CA 95113  
Telephone: (408) 494-0900  
Facsimile: (408) 494-0909  
Attorney Docket No. \_\_\_\_\_

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41):.....\$ 215.00  
 Enclosed  
 Charge any deficiencies in the enclosed fee to Deposit Account No. \_\_\_\_\_  
 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.

Chris Friedrich  
Name of Person Signing

Chris Friedrich  
Signature

5-5-99  
Date

Total number of pages including cover sheet, attachments and document: 13

OMB No. 0651-0011 (exp 4/94)  
05/13/1999 DNGUYEN 00000091 943714

Do not detach this portion

01 FC:481 40.00 CP  
02 FC:482 Documents to be recorded with ~~175.00~~ cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

Attachment to Recordation Form Cover Sheet  
(Trademarks Only)

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Good Earth	943,714 Class Nos. 29, 30, 31, 32 and 33	09/26/72
Good Earth	975,145	12/18/73
The Good Earth Restaurant and Bakery and Design	1,627,516	12/11/90
Fruit Design	1,632,485	01/22/91
The Good Earth	1,114,999	03/13/79
Good Earth	1,238,249	05/17/83
Fruit Design	1,255,466	10/25/83
The Good Earth Express	1,321,440	02/19/85

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**TRADEMARK**  
**REEL: 1896 FRAME: 0461**

*MUD Re-MRD*  
*1-12-99 5-10-99*

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

01-15-1999



COMMERCE  
rk Office

100943173

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

1. Name of conveying party(ies):  
Benjamin R. Zaricor and Louise Ann Venigal

2. Name and address of receiving party(ies):  
Name: Comerica Bank-California

*OPR/Finance*

Internal Address:  
333 West Santa Clara Street  
Street Address: San Jose, CA 95113

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

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No  
(Designation must be a separate document from Assignment)

3. Nature of Conveyance:  
 Assignment  
 Security Agreement  
 Other

Additional Name(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark registration No.(s)  
See Attachment

Additional numbers attached?  Yes  No

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City, State, ZIP: San Jose, CA 95113  
Telephone: (408) 494-0900  
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Attorney Docket No.

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 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.

Chris Friedrich  
Name of Person Signing

Chris Friedrich  
Signature

1-8-99  
Date

Total number of pages including cover sheet, attachments and document: 13

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

*NO FEE*

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

The PTO did not receive the following listed items: Fee not enclosed

**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

This First Amendment to Trademark Security Agreement (this "Amendment") is entered into by and between Comerica Bank-California ("Bank") and Benjamin R. Zaricor, a California resident, and Louise Ann Veninga, a California resident, (collectively, "Borrowers") as of this 11<sup>th</sup> day of December, 1998, at San Jose, California.

A. Bank and Borrowers, for valuable consideration, have previously entered that certain Term Loan Agreement (Secured) dated January 4, 1994 (as amended, the "Loan Agreement").

B. Borrowers have also previously executed, for valuable consideration, that certain Term Note in favor of Bank in the original principal amount of One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000) dated January 4, 1994 (as amended, the "Original Note").

C. Borrowers have each executed that certain Guaranty (the "Guaranty") dated November 23, 1993 guaranteeing the obligations of FMALI Herb, Inc. to Bank, and that certain Subordination Agreement (All Indebtedness and Liens) dated November 23, 1993 and that certain Subordination and Attornment Agreement dated December 30, 1993 (collectively, the "Subordination Agreements"). Pursuant to the Subordination Agreements, Borrowers subordinated in favor of Bank all obligations owing by FMALI Herb, Inc. to Borrowers.

D. Borrowers have each executed that certain Trademark Security Agreement dated January 4, 1994 (the "Trademark Agreement"). Among other things, the Trademark Agreement secured Borrowers' obligations under the Loan Agreement and the Guaranty.

E. Concurrently herewith, Borrowers and Bank are entering into (i) that certain Term Note (Fixed Rate, Amortizing) in the original principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000); (ii) that certain Note Secured by Deed of Trust in the original principal amount of Six Hundred Twenty Thousand and 00/100 Dollars (\$620,000) and (iii) that certain First Amended and Restated Note (Secured by Deed of Trust) in the original principal amount of One Million Two Hundred Sixty-Six Thousand and 00/100 Dollars (\$1,266,000), amending and restating the Original Note in its entirety (collectively, the "Notes").

F. All of the documents referred to above, and all of the documents executed in connection therewith or thereafter are sometimes hereinafter referred to collectively herein as the "Loan Documents".

G. Borrower and Bank have agreed to amend the Trademark Agreement as set forth more completely below.

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## Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as set forth below.

1. Incorporation by Reference. The Recitals and the Loan Documents are incorporated herein by this reference as though set forth in full herein.
2. Definitions. Unless otherwise indicated herein, any words and terms which are defined in the Loan Documents shall have the same meaning where used herein.
3. Amendment to the Trademark Agreement. The parties have agreed to amend and hereby amend the Trademark Agreement as set forth herein.

3.1 Amendment to Section 1 of the Trademark Agreement. Section 1 of the Trademark Agreement is hereby amended by deleting it in its entirety and replacing it with the following provision:

"1. Grant of Security Interest. To secure Borrowers' indebtedness under (i) that certain Guaranty dated as of November 23, 1993; (ii) that certain First Amended and Restated Note (Secured by Deed of Trust) dated December 11, 1998; (iii) that certain Note Secured by Deed of Trust dated December 11, 1998; and (iv) that certain Term Note (Fixed Rate, Amortizing) dated December 11, 1998 (collectively, the "Secured Indebtedness"), Borrowers hereby grant to Bank a security interest in all of Borrowers' right, title, and interest in:

- (a) the Trademarks;
- (b) all trademarks and trademark registrations hereafter adopted or acquired and used which are based upon or derived from the Trademarks or any variations thereof, in the United States (the "Future Trademarks");
- (c) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (d) all rights to sue for past, present, and future infringements of the Trademarks and Future Trademarks;
- (e) all inventory, packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks or a representation thereof, or any variation thereof;
- (f) all licenses and other agreements relating to the Trademarks and Future Trademarks and the use thereof;
- (g) all patents, registrations, patent applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the

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manufacture of Debtor's products under, utilizing, or in connection with the Trademarks and Future Trademarks;

(h) all accounts, chattel, instruments and documents, as each such term is defined in the Uniform Commercial Code, arising from or relating to the Trademarks and Future Trademarks;

(i) all goodwill of Debtors' business connected with, symbolized by or in any way related to the terms set forth in clauses (a) through (h) above; and

(j) all replacements, substitutions and accessions with respect to the items set forth in the foregoing clauses and all proceeds and products of all such items.

All of the foregoing items set forth in clauses (a) through (j) are hereinafter referred to collectively as the "Collateral."

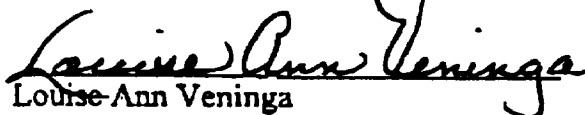
4. Attorneys' Fees and Costs of Negotiation and Preparation of This Amendment. Borrower shall pay to Bank all of the reasonable attorneys' fees and costs incurred by Bank in negotiating and /or preparing this Amendment. Borrower shall pay such attorneys' fees and costs to Bank within fifteen (15) days of invoice.

5. Legal Effect. Except as specifically set forth herein, all of the terms and conditions of the Loan Documents and any other agreement between Borrower and Bank shall remain in full force and effect.

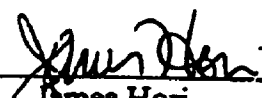
6. Integrated Agreement. This Amendment is an integrated agreement and supersedes all prior negotiations and agreements regarding the subject matter hereof. Any amendments hereto shall be in writing and be signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Trademark Security Agreement as of the date first above written.

  
Benjamin A. Zaricor

  
Louise Ann Veninga

COMERICA BANK-CALIFORNIA

By:   
James Hori  
Title: Vice President

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TRADEMARK  
SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of January 4, 1994, is entered into by and among BEN R. ZARICOR, a California resident, and LOUISE A. VENINGA, a California resident (individually "Debtor" and collectively "Debtors"), and COMERICA BANK-CALIFORNIA ("Lender").

RECITALS

WHEREAS, Debtors and Lender have entered into a Loan Agreement, dated as of the date hereof (the "Loan Agreement"), pursuant to which Lender agreed to make certain loans to Debtor subject to the terms and provisions of the Loan Agreement;

WHEREAS, Debtors have entered into a Guaranty, dated as of November 30, 1993, in favor of Lender (the "Guaranty"), pursuant to which Debtors have agreed to guaranty certain loans that Lender is to make to FMAILI Herb, Inc. (the "Company");

WHEREAS, Debtors own all right, title and interest in and to, among other things, all the United States trademarks and service marks registrations set forth on Schedule "A" hereto (the "Trademarks"); and

WHEREAS, in order to secure Debtors' Indebtedness, as defined in the Loan Agreement, and to secure Debtors' Indebtedness, as defined in the Guaranty (collectively, the "Secured Indebtedness"), Debtors wish to grant to Lender a security interest in, but not limited to, the Trademarks and the goodwill and certain other assets with respect to the Trademarks as further set forth herein;

NOW THEREFORE, IT IS AGREED THAT:

1. Grant of Security Interest. To secure the Secured Indebtedness Debtors hereby grant to Lender a security interest in all of Debtors' right, title, and interest in:

(a) the Trademarks;

(b) all trademarks and trademark registrations hereafter adopted or acquired and used which are based upon or derived from the Trademarks or any variations thereof, in the United States (the "Future Trademarks");

(c) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(d) all rights to sue for past, present, and future infringements of the Trademarks and Future Trademarks;

TRADEMARK

REEL 1114 FRAME 219

(e) all inventory, packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks or a representation thereof, or any variation thereof;

(f) all licenses and other agreements relating to the Trademarks and Future Trademarks and the use thereof;

(g) all patents, registrations, patent applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Debtor's products under, utilizing, or in connection with the Trademarks and Future Trademarks;

(h) all accounts, chattel, instruments and documents, as each such term is defined in the Uniform Commercial Code, arising from or relating to the Trademarks and Future Trademarks;

(i) all goodwill of Debtors' business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (h) above; and

(j) all replacements, substitutions and accessions with respect to the items set forth in the foregoing clauses and all proceeds and products of all such items.

All of the foregoing items set forth in clauses (a) through (j) are hereinafter referred to collectively as the "Collateral."

2. Debtors' Obligations. Each Debtor agrees that, notwithstanding this Agreement, he or she, as the case may be, will perform and discharge and remain liable for all such Debtor's covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Lender shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Lender relating to the Collateral, nor shall Lender be required to perform any covenant, duty, or obligation of Debtor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

3. Representations and Warranties. Each Debtor represents and warrants to Lender that except as set forth on Schedule "B", (i) Debtors are the owner of and have good, indefeasible, and merchantable title to the Collateral; (ii) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, license, or encumbrance; and (iii) when this Agreement is filed in the United States Patent and Trademark Office and Lender has taken the other actions contemplated by the Loan Agreement and the Guaranty with respect to the filing of Uniform Commercial Code financing statements, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral,



enforceable against Debtors and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

4. Covenants. Debtors shall maintain the Collateral, defend the Collateral against the claims of all persons, partnerships, corporations, or other entities and will maintain and renew all registrations of the Collateral. Without limiting the generality of the foregoing, Debtors shall not permit the abandonment or termination or the expiration prior to the end of the maximum statutory term and any renewals and extensions thereof provided by applicable law of any registration of any of the Trademarks or Future Trademarks without the prior written consent of Lender.

5. Use Prior to Default. Unless and until an Event of Default, as defined in the Loan Agreement, shall occur and be continuing, Debtors shall retain the legal and equitable title to the Collateral and shall have the right to use the Collateral in the ordinary course of their business, subject to the terms and covenants of the Loan Agreement, the Guaranty and this Agreement.

6. Remedies. Whenever any Event of Default, as defined in the Loan Agreement, shall occur and be continuing, Lender shall have all the rights and remedies granted to it in such event by the Uniform Commercial Code, as enacted in the applicable jurisdiction, and any other applicable law. Lender in such event may also collect directly any payments due to Debtors in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral. Debtors agree that, in the event of any disposition of the Collateral upon any such Event of Default, they will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and the Future Trademarks. If either Debtor fails or refuses to execute and deliver such documents, such Debtor hereby irrevocably appoints Lender as such Debtor's attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on such Debtor's behalf.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to, and not in substitution of, the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Debtors, without Lender's prior written consent.

TRADEMARK

REEL 1114 FRAME 221

8. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of either party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or the other party and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or the other party. No waiver by Lender of any breach or default by a Debtor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives, heirs and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by a Debtor without Lender's prior written consent.

10. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

11. Notices. All notices, requests and demands to or upon Debtor or Lender under this Agreement shall be given in the manner prescribed in Section 9.10 of the Loan Agreement.

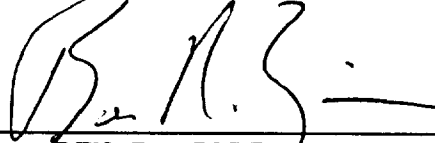
12. Waiver of Jury Trial. DEBTORS AND LENDER EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION HEREUNDER. DEBTORS AND LENDER CONFIRM THAT SUCH WAIVERS ARE INFORMED AND FREELY MADE.

TRADEMARK

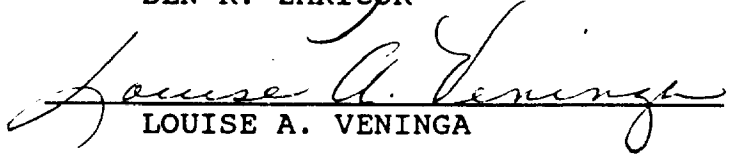
REEL 1114 FRAME 222

13. Choice of Law. This Agreement shall be deemed to have been made in the State of California, and the validity of this Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder and concerning the Collateral, shall be determined under, governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.



BEN R. ZARICOR



LOUISE A. VENINGA

COMERICA BANK-CALIFORNIA

By: James S. Hori  
Its: Vice President

TRADEMARK

REEL 1114 FRAME 223

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

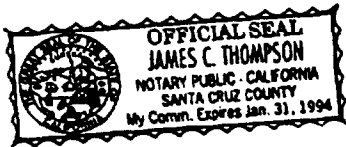
No. 5193

State of california  
County of Santa Cruz

On 12/10/93 before me, James C. Thompson  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Ben Zaricor and Louise Veninga  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*[Handwritten Signature]*  
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Deed of Trust

NUMBER OF PAGES 7 DATE OF DOCUMENT 12/10/93

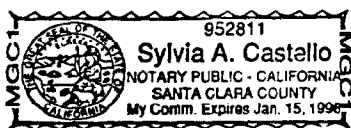
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

State of California  
County of Santa Clara

On December 17, 1993 before me, Sylvia A. Castello, Notary Public, personally appeared James S. Hori 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.



MAR -7 94

INSTRUMENT AND TRADEMARK OFFICE

*Sylvia A. Castello*  
Notary Public

REEL 1114 FRAME 226  
TRADEMARK

TRADEMARK  
REEL: 1896 FRAME: 0471

SCHEDULE A

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Good Earth	943,714 Class Nos. 29, 30, 31, 32 and 33	09/26/72
Good Earth	975,145	12/18/73
The Good Earth Restaurant and Bakery and Design	1,627,516	12/11/90
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The Good Earth	1,114,999	03/13/79
Good Earth	1,238,249	05/17/83
Fruit Design	1,255,466	10/25/83
The Good Earth Express	1,321,440	02/19/85

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TRADEMARK

REEL 1896 FRAME 0472

PA 1267097.02

SCHEDULE B

Licenses and Other Encumbrances

None.

REEL 1114 FRAME 225  
TRADEMARK



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

APRIL 14, 1999

PTAS

MAHL REHON WALWORTH & ROBERTS  
CHRIS FRIEDRICH  
TEN ALMADEN BOULEVARD, STE. 550  
SAN JOSE, CA 95113



\*100943173A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 100943173

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. A FEE WAS NOT SUBMITTED WITH THIS DOCUMENT. AUTHORIZATION TO CHARGE WAS NOT GRANTED. THE REQUIRED FEE IS \$215 .

DOROTHY RILEY, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECORDED: 01/12/1999

TRADEMARK  
REEL: 1896 FRAME: 0474