



09-11-2003



102547188

Documents or copy thereof.

1. Name of conveying party(ies):

Cajun Injector, Inc.

- Individual(s)
- General Partnership
- Corporation-Louisiana
- Association
- Limited Partnership: - Maryland
- Other:

Additional name(s) of conveying party(ies) attached?  yes  no

9-8-03

2. Name and address of receiving party(ies)

Name: Bruce Foods Corporation  
Highway 182 West  
New Iberia, Louisiana 70560

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other:

Execution Date: May 14, 2003

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

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

A. Trademark Application No.(s)  
76/297,832; 78/175,012

B. Trademark Registration No.(s)  
1,545,511; 1,951,029; 2,102,507; 2,300,339; 2,519,186  
2,631,330; 2,670,005

Additional number(s) attached  yes  no

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

Name: Christopher Kelly

Internal Address

Street Address: Wiley Rein & Fielding, LLP  
1776 K Street, N.W.

City: Washington State, DC Zip 20006

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 501129

(Attached duplicate copy of this page if paying by deposit account)

09/10/2003 BYRNE 00000124 501129 76297832

DO NOT USE THIS SPACE

01 FC:0321 10-00-00  
02 FC:0322 200-00-00

To the best of my knowledge and belief, the ongoing information is true and correct and any attached copy is a true copy of the original document

Christopher Kelly  
Name of Person Signing

Signature

9/5/03  
Date

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

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

**TRADEMARK AND SERVICE MARK ASSIGNMENT**

THIS ASSIGNMENT is made and entered into as of this 14th day of May, 2003, by and between Cajun Injector, Inc., a Louisiana corporation (the "Seller") and Bruce Foods Corporation, a Louisiana corporation (the "Buyer").

**RECITALS**

A. Seller and Buyer are parties to that certain Asset Purchase Agreement dated May 14, 2003, (the "Agreement") covering, among other things, Buyer's purchase from Seller of certain assets, including the trademarks and attendant federal trademark registrations and applications (collectively the "Marks") identified in the schedule attached to this Assignment as Exhibit A.

B. Seller and Buyer wish to confirm and ratify the Agreement as it relates to the assignment of the Marks by entering into this Assignment.

C. Seller is the owner of all right, title and interest in and to the Marks.

D. Buyer is desirous of acquiring the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller hereby conveys and assigns unto Buyer, Bruce Foods Corporation, all right, title and interest in and to the Marks, together with the goodwill of business symbolized thereby. With respect to those Marks that are the subject of pending intent-to-use applications, the Agreement referenced above is in the nature of an Asset Purchase Agreement and Buyer will operate the business to which the Marks pertain, thereby making the assignment of the Marks prior to the filing of declarations of use permissible under 15 U.S.C. §1060.

2. Seller further assigns unto Buyer all right to sue for and to receive all damages accruing from past infringement of the Marks.

3. Seller agrees that, upon the request of Buyer, Seller will execute all documents, make all rightful oaths, testify on behalf of Buyer and do all other lawful acts necessary to carry out the intent of this Assignment; as well as to provide such other material, information, documentation or assistance as Buyer may reasonably consider necessary. In the event expenses are reasonably incurred by Seller in performing such requests by Buyer, Buyer shall reimburse Seller for such expenses.

Exhibit A-2-Page 1

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day, month and year first above written.

BRUCE FOODS CORPORATION

CAJUN INJECTOR, INC.

By: J. S. Brown  
J. S. (Si) Brown  
President

By: [Signature]  
Title: General Mgr

Date: 5-14-03

Date: 5-14-03

Exhibit A-2-Page 2

Schedule A  
to  
Assignment of Federally Registered Trademarks

No.	Mark	Reg. No.	Reg. Date	Description
1	Cajun Injector	1,545,511	June 27, 1989	Liquid seasoning for injection into meats and poultry; date of first use 5/13/87; Section 8 & 15 affidavits filed, accepted and acknowledged 1/26/96; First Renewal due June 27, 2009.
2	Cajun Marinade Injector & Design	2,102,507	Oct. 7, 1997	Date of first use 9/1/94; cooking utensils, namely, plastic syringe for injecting marinades into meat; Section 8 & 15 affidavits filed, accepted and acknowledged 2/21/03; First Renewal due October 7, 2007.
3	Chef's Williams Original 5-Minute Shooter & Design	1,951,029	Jan. 23, 1996	Date of first use 11/8/94; cooking utensil, namely, plastic syringe for injecting marinade into meat; Section 8 & 15 affidavits filed, accepted and acknowledged 5/18/01; First Renewal due January 23, 2006.
4	Sportsman's Marinade	2,300,339	Dec. 14, 1999	Food products, namely, liquid seasoning for injection into meats; date of first use 1/1/98; Section 8 and 15 Affidavit due between December 14, 2004 and December 14, 2005; First Renewal due December 14, 2009.
6	Cajun Injector Injectable Marinade Mild Creole Butter	2,519,186	Dec. 18, 2001	Date of First Use 5/13/87; Section 8 and 15 affidavit due between December 18, 2006 and December 18, 2007; First

Exhibit A-2- Schedule A Page 1

No.	Mark	Reg. No.	Reg. Date	Description
	Recipe Fat Free & Design (Trade Dress of Jar)			Renewal due December 18, 2011.
7	Single Shot	2,631,330	Oct. 8, 2002	Date of first use 10/02/01; liquid seasoning for injection into meats, poultry and seafood; Section 8 and 15 Affidavit due October 8, 2007 and October 8, 2008; First Renewal due October 8, 2012.
8	Cajun Injector's Front Porch	2670005	Dec. 31, 2002	Date of first use 07/25/01; restaurant and catering services; Section 8 and 15 affidavit due between December 31, 2007 and December 31, 2008; First Renewal due December 31, 2012.

Exhibit A-2- Schedule A Page 2

Schedule A  
to  
Assignment of Federal Intent To Use  
Trademarks and Service Marks

Cajun has applied to register marks which are currently pending before the United States Patent and Trademark Office, including:

No.	Mark	Serial No.	ITU	
1	Chicken in a Flash	78/175012	Filed Oct. 2, 2002	Seasoned uncooked chicken; Response due September 24, 2003.
2	Shake This	76/297832	Filed Aug. 9, 2001	Food seasonings, namely, dried seasoning, coating mix for meat, poultry and seafood; Notice of allowance issued 8/6/02 and extension received 1/23/03 and now due 8/6/03.

Exhibit A-2-Schedule A - Page 3

**TRADEMARK AND TRADE NAME ASSIGNMENT**

THIS ASSIGNMENT is made and entered into as of this 14th day of May, 2003, by and between Cajun Injector, Inc., a Louisiana corporation (the "Seller") and Bruce Foods Corporation, a Louisiana corporation (the "Buyer").

**RECITALS**

A. Seller and Buyer are parties to that certain Asset Purchase Agreement dated May 14, 2003, (the "Agreement") covering, among other things, Buyer's purchase from Seller of certain assets, including the trademark and trade name Cajun Injector ("the trademark and trade name"), which are registered with the Louisiana Secretary of State.

B. Seller is the owner of all right, title and interest in and to the trademark and trade name.

C. Buyer is desirous of acquiring the trademark and trade name.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller hereby conveys and assigns unto Buyer, Bruce Foods Corporation, all right, title and interest in and to the trademark Cajun Injector and trade name Cajun Injector, together with the goodwill of business symbolized thereby, registered with the Louisiana Secretary of State.

2. Seller further assigns unto Buyer all right to sue for and to receive all damages accruing from past infringement of the trademark and trade name.

3. Seller agrees that, upon the request of Buyer, Seller will execute all documents, make all rightful oaths, testify on behalf of Buyer and do all other lawful acts necessary to carry out the intent of this Assignment; as well as to provide such other material, information, documentation or assistance as Buyer may reasonably consider necessary. In the event expenses are reasonably incurred by Seller in performing such requests by Buyer, Buyer shall reimburse Seller for such expenses.

Exhibit A-3 - Page 1

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day, month and year first above written.

BRUCE FOODS CORPORATION

CAJUN INJECTOR, INC.

By: J. S. Brown  
J. S. (Si) Brown  
President

By: [Signature]  
Title: Chairman/CEO

Date: 5-14-03

Date: 5-14-03



**Schedule A  
to  
Assignment of Louisiana Registered  
Trademarks and Service Marks**

Cajun Injector has registered the following mark with the Secretary of State: Cajun Injector, Liquid Seasoning for Injection into meats, poultry and seafood.