

11-12-1998

FORM PTO-1584
1-31-82

NRD
11-5-98



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings *000*

100875834

To the Honorable Commissioner of Pat.

Final documents or copy thereof.

1. Name of conveying party(ies):

Springhill Farm Foods, Inc.

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

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

2. Name and address of receiving party(ies):

Name: SunRich, Inc.

Internal Address:

Street Address: 3824 SW. 93rd St. P.O.

City: Hope State: MN ZIP: 56046

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

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 28, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,932,402

Additional numbers attached? Yes No

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

Name: Gary C. Wilkerson

Internal Address:

Street Address: 1100 Northland Plaza
3800 West 80th Street

City: Bloomington State: MN ZIP: 55431

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Gary C. Wilkerson

Name of Person Signing

Signature

Date

11/2/98

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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

11/12/1998 **DNGUYEN** 00000039 1932402

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40.00 DP

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. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1811 FRAME: 0568

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is entered into and effective the 28th day of October, 1998, by and between Sunrich, Inc., a Minnesota corporation ("Sunrich"), and Springhill Farm Foods, Inc., a Minnesota corporation ("Springhill").

WHEREAS, Springhill owns certain intellectual property including without limitation that property identified on Exhibit A hereto (the "Intellectual Property");

WHEREAS, included within said Intellectual Property is a trademark for HEARTY & NATURAL and design which Springhill has adopted, used and is using (the "Trademark");

WHEREAS, the Trademark has been registered in the United States Patent and Trademark Office as Registration No. 1,932,402 on the 31st day of October, 1995; and

WHEREAS, Sunrich has purchased substantially all of the assets of Springhill including the Intellectual Property, the Trademark and any goodwill attendant thereto pursuant to that certain Asset Purchase Agreement dated as of even date herewith ("Asset Purchase Agreement"), and is desirous of confirming this acquisition;

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

1. **Assignment.** Springhill does hereby irrevocably assign to Sunrich all right, title and interest in and to the Intellectual Property, together with any goodwill attendant thereto. Furthermore, Springhill does hereby specifically and irrevocably assign to Sunrich all right, title and interest in and to the Trademark, together with any goodwill of the business symbolized by the mark, and the above identified registration thereof.

2. **Recording.** Within fifteen (15) days from the date hereof Springhill shall execute, acknowledge and deliver such documents, forms and instruments as may be necessary to carry out the assignment of the Intellectual Property, including without limitation such documents, forms or instruments as shall be necessary to reflect the Assignment of the Trademark on the records of the United States Patents and Trademarks Office.

3. **Miscellaneous.**

(a) No provision of this Agreement shall be waived, modified, amended, abridged, supplemented, terminated or discharged except by a writing duly executed by Sunrich. A waiver shall be effective only in the specific

instance and for the specific purpose given. No delay or failure to act shall preclude the exercise or enforcement of any of Sunrich's rights or remedies.

(b) All rights and remedies of Sunrich shall be cumulative and may be exercised singularly, concurrently or successively at Sunrich's option, and the exercise or enforcement of any one such right or remedy shall not be a condition to or bar the exercise or enforcement of any other.

(c) This Agreement shall be binding upon and inure to the benefit of Springhill and Sunrich and their respective successors and assigns.

(d) If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

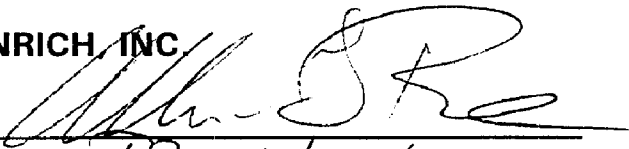
(e) All covenants, representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

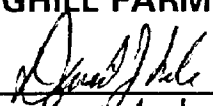
(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Springhill consents to the personal jurisdiction of the state courts located in the State of Minnesota, waives any argument that such forum is not convenient, and agrees that any litigation related to this Agreement initiated by Springhill or on its behalf shall be venued in the District Court of Steele County, Minnesota.

(g) Any notices required or contemplated hereunder shall be effective upon the placing thereof in the United States mails, certified mail with return receipt requested, postage prepaid, and addressed with appropriate address first above listed.

(h) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

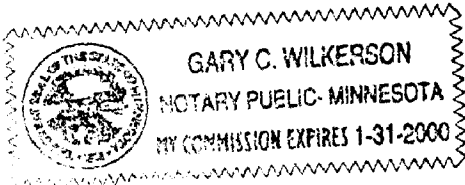
IN WITNESS WHEREOF, the parties hereto have cause this Agreement to executed and delivered on the date and year first above written.

SUNRICH, INC.
By: 
Its: President

SPRINGHILL FARM FOODS, INC.
By: 
Its: President

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 28th day of October, 1998, by David J. Quade the President of Spring Hill Farm Foods, Inc., a Minnesota corporation on behalf of the corporation.



[Signature]
Notary Public