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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):  
**Hygrade Food Products Corporation**

- Individual(s)
- General Partnership
- Corporation-State **New York**
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **See attached**
- Merger
- Change of Name

Execution Date: **August 1, 1990**

2. Name and address of receiving party(ies)

Name: **Hygrade Food Products Associates**

Internal Address: \_\_\_\_\_

Street Address: **40 Oak Hollow, Suite 355**

City: **Southfield** State: **MI** ZIP: **48034**

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

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**See attached Exhibit A**

Additional numbers attached?  Yes  No

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

Name: **S. Kathleen Frith**

Internal Address: **Sara Lee Corporation**

Street Address: **470 Hanes Mill Road**

City: **Winston-Salem** State: **NC** ZIP: **27501**

6. Total number of applications and registrations involved: **32**

7. Total fee (37 CFR 3.41).....\$ **935.00 E**

Enclosed

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.

**S. Kathleen Frith**

Name of Person Signing

*S. Kathleen Frith*

Signature

**4-28-99**

Date

Total number of pages including cover sheet, attachments, and document: **23**

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

Commissioner of Patents & Trademarks, Box Assignments **TRADEMARK**  
Washington, D.C. 20231

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01 FC-441  
02 FC-442  
03 FC-444

Item 3, Nature of Conveyance:

Corrective recording to (1) correct the name and address of the receiving party, (2) replace the conveyance documentation, and (3) delete application/registration numbers 75/423700, 75/234105, 75/396578, 75/503102, 1905104, 1807761, 1856890, 1897656, 1764706, 1858742, 1831481, 1832838, 1859832, and 1838004 in an assignment recorded at reel 1832, frame 0458.

EXHIBIT A  
Trademark Registrations

759,305	BALL PARK & DESIGN
759,787	BASEBALL
382,490	BEEF-NAC
793,749	BIG LEAGUE
795,671	BROADWAY
66,700	CIRCLE K
539,179	FAVORITE
695,779	FIESTA
725,694	FIESTA
759,788	FOOTBALL
778,588	FOREST BROOK
759,786	GRIDIRON
959,982	GRILLMASTER
382,493	HAM-NAC
976,039	HANDY HAM
750,937	HYGRADE'S & DESIGN
554,876	HYGRADE'S (STYLIZED)
827,632	HYGRADE'S V.I.P.
337,336	KINGAN'S RELIABLE
266,996	KINGAN'S (STYLIZED)
382,492	MAC-NAC
878,485	NU LIFE & DESIGN
382,491	PIC-NAC
1,028,802	PLUMP WHEN YOU COOK 'EM!
1,132,303	PLUMPERS
66,699	PORTER
69,077	SILVER SHIELD
737,631	SPORTSMAN'S
798155	STADIUM
513,534	WEST VIRGINIA (STYLIZED)
725,687	WEST VIRGINIA (STYLIZED)
746,280	WEST VIRGINIA (STYLIZED)

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RECORDATION F  
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B No. 0651-0011 (exp. 4/94)



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prints or copy thereof.

To the Honorable Commissioner of Patents and Trademarks.

1. Name of conveying party(ies):  
**Hygrade Food Products Corporation**  
**40 Oak Hollow, Suite 355**  
**Southfield, Michigan 48034**

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

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

2. Name and address of receiving party(ies)

Name: Sara Lee Corporation

Internal Address: \_\_\_\_\_

Street Address: 470 Hanes Mill Rd.

City: Winston-Salem State: NC ZIP: 27102

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

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

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3. Nature of conveyance:

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

Execution Date: effective as of June 29, 1996

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

A. Trademark Application No.(s)  
see "Exhibit A"

B. Trademark Registration No.(s)  
see "Exhibit B"

Additional numbers attached?  Yes  No

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

Name: S. Kathleen Frith

Internal Address: \_\_\_\_\_

Street Address: Sara Lee Corporation  
Law Dept.  
470 Hanes Mill Rd.

City: Winston-Salem State: NC ZIP: 27105

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41).....\$ 1165.00 E

Enclosed  
 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.*

Arthur J. DeBaugh                      Arthur J. DeBaugh                      December 21, 1998  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 11

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EXHIBIT C

CONTRIBUTION AGREEMENT

by and among

HYGRADE FOOD PRODUCTS CORPORATION

and

HYGRADE FOOD PRODUCTS ASSOCIATES

Dated August 1, 1990

TRADEMARK

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## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between HYGRADE FOOD PRODUCTS CORPORATION ("HYGRADE") and HYGRADE FOOD PRODUCTS ASSOCIATES (the "Partnership"). This Agreement and the AMENDED AND RESTATED AGREEMENT OF PARTNERSHIP OF HYGRADE FOOD PRODUCTS ASSOCIATES (the "Partnership Agreement") are entered into and shall be effective simultaneously with each other as of this, the 1st day of August, 1990 (the "Closing Date").

### R E C I T A L S

1. For the purpose set forth in Section 3 of the Partnership Agreement of Hygrade Food Products Associates dated as of July 1, 1990 (the "Original Agreement") and as of July 1, 1990 (the "Contribution Date"), HYGRADE contributed its meat packing, marketing and distribution business (the "Business") to the Partnership in exchange for which contribution and the assumption by the Partnership of certain liabilities as set forth below HYGRADE became a Partner (as defined in Section 1.10(w) of the Partnership Agreement) in the Partnership and received the Percentage Interest in the Partnership specified in Section 5 of the Original Agreement.

2. In order to induce certain Persons to make the Capital Contributions (as defined in Section 1.10(g) of the Partnership Agreement) provided for in Section 2.1 of the Partnership Agreement and to become Partners in the Partnership, the Partners have agreed that the foregoing contribution of assets by HYGRADE constitutes HYGRADE's Original Capital Contribution (as defined in Section 1.10(r) of the Partnership Agreement) to the Partnership and that such Original Capital Contribution and the assumption of liabilities by the Partnership all are subject to the terms and conditions of this Agreement and the Partnership Agreement.

In consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, HYGRADE and the Partnership agree as follows:



ARTICLE I

CONTRIBUTION OF ASSETS BY HYGRADE

1.01 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, on the Contribution Date, HYGRADE assigned, transferred and delivered to the Partnership, as its Original Capital Contribution, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages or other encumbrances of any nature whatsoever (collectively, "Encumbrances") other than "Permitted Encumbrances" (as defined in Section 1.01(b) of this Agreement), all of the assets, properties and business of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned or held or used primarily in the conduct of the Business by HYGRADE as the same shall have existed on the Contribution Date (herein collectively called the "Assets"), and including, without limitation, all right, title and interest of HYGRADE in, to and under:

(i) all real property (including buildings, fixtures and improvements thereon) (hereinafter collectively referred to as the "Subject Property");

(ii) all machinery, equipment, furniture, vehicles and other tangible property (including, without limitation, maintenance and operating supplies, fuel and spare parts for such machinery and equipment) located on, or used at, the Subject Property, or otherwise used in connection with the Business (hereinafter collectively referred to as the "Equipment");

(iii) all raw materials, finished goods, work-in-process, supplies and inventories of the Business (hereinafter collectively referred to as the "Inventory");

(iv) those patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible property, and any licenses or applications for the same, used primarily in the Business, and all goodwill associated with such intangible property (hereinafter collectively referred to as the "Intangible Property");

(v) all of HYGRADE's rights in any lease of tangible property ("Lease"), together with all fixtures, office equipment, furnishings, furniture and other tangible property located at any real property subject to a Lease (hereinafter collectively referred to as the "Leased Property"); provided,

Pages 2 through 22 have been redacted due to their confidential nature.

HYGRADE FOOD PRODUCTS ASSOCIATES

By: SARA LEE CORPORATION

Title: Managing Partner

By: Floyd R. Hoffman

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

THIS IS A SIGNATURE PAGE TO THE CONTRIBUTION AGREEMENT BY AND BETWEEN HYGRADE FOOD PRODUCTS CORPORATION AND HYGRADE FOOD PRODUCTS ASSOCIATES AND IS EXECUTED BY THE PARTY NAMED ABOVE IN ITS CAPACITY AS THE PARTNERSHIP.

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HYGRADE FOOD PRODUCTS CORPORATION

By: *John H. Heston*

Title: VICE PRESIDENT

THIS IS A SIGNATURE PAGE TO THE CONTRIBUTION AGREEMENT BY AND BETWEEN HYGRADE FOOD PRODUCTS CORPORATION AND HYGRADE FOOD PRODUCTS ASSOCIATES AND IS EXECUTED BY THE PARTY NAMED ABOVE IN ITS CAPACITY AS GENERAL PARTNER.

TRADEMARK