

10-29-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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



To the Honorable Comr

101184111

rd the attached original documents or copy thereof.

1. Name of conveying party(ies).
Grain Millers (Iowa), Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-Delaware
☐ 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: October 12, 1999

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

A. Trademark Application No.(s)

Name and address of receiving party(ies)

Name: New Century Holdings, Inc.Internal Address: Cabriolet Center, Suite 230Street Address: 9531 West 78th StreetCity: Eden Prairie State: Minnesota ZIP: 55344

- ☐ Individual(s)
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Minnesota
☐ 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

B. Trademark Registration No.(s)

1,766,866

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Joshua J. BurkeInternal Address: Dorsey & Whitney LLPStreet Address: 220 South Sixth StreetCity: Minneapolis State: MN ZIP: 554026. Total Number of applications and
registrations involved: 17. Total fee (37 CFR 3.41). \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account8. Deposit account number:
04-1420

(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.*Joshua J. Burke

Name of person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

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

Do not detach this portion

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40.00 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. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 001981 FRAME: 0773

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") shall be effective as of October 1, 1999 ("Effective Date"), between and GRAIN MILLERS (IOWA), INC. ("Assignor"), a corporation of the State of Delaware, with its principal place of business at Cabriole Center, Suite 230, 9531 West 78th Street, Eden Prairie, Minnesota, and NEW CENTURY HOLDINGS, INC. ("Assignee"), a corporation of the State of Minnesota, with its principal place of business at Cabriole Center, Suite 230, 9531 West 78th Street, Eden Prairie, Minnesota.

WHEREAS, Assignor has adopted, used, is using, and is the owner of the trademark **COUNTRY CHOICE** (the "Mark"), used in connection with grain based breakfast cereals and the federal registration therefor, Registration No. 1.766,866.

WHEREAS, Assignee is desirous of acquiring the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby assign to said Assignee all right, title, and interest in and to the Marks on a worldwide basis, together with the goodwill of the business related thereto. Such assignment includes all claims for profits and damages and other legal or equitable relief available to Assignor by reason of past and/or current infringement or dilution, deceptive trade practices, or unfair competition involving the Marks.

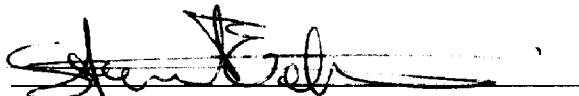
This assignment shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date hereof.

GRAIN MILLERS (IOWA), INC.

Date: 10-12-99

By:



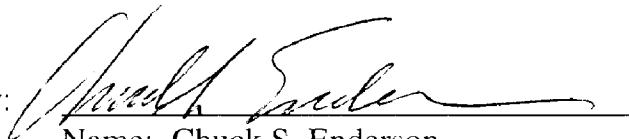
Name: Steve J. Eilertson

Title: President

NEW CENTURY HOLDINGS, INC.

Date: 10-12-99

By:



Name: Chuck S. Enderson

Title: President