

RECC

11-10-1999

REEL

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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



MHD 11/8/99
Tab settings

101197626

See original documents or copy thereof.

To the Honorable Commissioner of Patent

1. Name of conveying party(ies):

Willow Foods, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: October 5, 1999

2. Name and address of receiving party(ies)

Name: MHD Acquisition, Inc.

Internal Address: _____

Street Address: 510 East 5th St.

City: Falls City State: NE ZIP: _____

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

If assignee is not domiciled in the United States, a domestic representative designator 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)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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.

Laura Konrath

Signature of Person Signifying

[Signature]

Signature

11/2/99

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK
REEL: 001986 FRAME: 0664

Continuation
Item
4

Schedule A "Trademarks"

<u>Trademark</u>	<u>U.S. Patent and Trademark Office Registration No.</u>
Mickelberry's	1,744,683
Mickelberry's	1,781,584
Mickelberry's	522,115

TRADEMARK ASSIGNMENT

WHEREAS, Willow Foods, Inc., a Wisconsin corporation (the "Assignor"), has adopted and used and is the sole and exclusive owner of the trademarks and related registrations listed in the attached Schedule A (the "Trademarks"), and of all of the goodwill of the business appurtenant thereto; and

WHEREAS, MHD Acquisition, Inc. (the "Assignee"), a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 510 East 5th Street, Falls City, Nebraska, wishes to acquire the Trademarks, together with all of the goodwill of the business connected to the Trademarks, from Assignor;

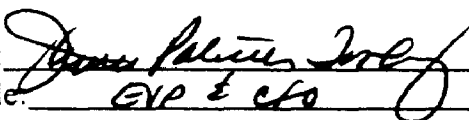
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignor hereby warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

AND, Assignor agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Assignment.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representatives effective this 9th day of October, 1999.

WILLOW FOODS, INC.

By: 
Title: VP & CFO

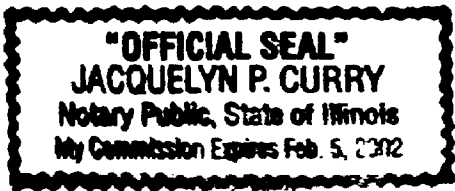
ATTEST:

Edmund M. Remondino
Edmund M. Remondino

CERTIFICATE OF ACKNOWLEDGEMENT

Jacquelyn P. Curry Notary Public in and for Cook County, Illinois do hereby certify that James Patrick Tohey, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, Willow Foods, Inc., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5th day of October, 1999.



Jacquelyn P. Curry
Notary Public
Commission Expires: February 5, 2002

Schedule A "Trademarks"

<u>Trademark</u>	<u>U.S. Patent and Trademark Office Registration No .</u>
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