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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

03-21-2000



101313994

Original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rcpt Dt. #11 Commissioner of Patents a.

1. Name of conveying party(ies):

Wright Brand Foods, Inc.

- Individual(s)
- General Partnership
- Corporation-State TX
- 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: December 1, 1999

2. Name and address of receiving party(ies)

Name: KH Acquisition, Ltd.

Internal Address:

Street Address: 3100 Canal St.

City: Houston State: TX ZIP: 77003

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Texas
- 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)

2,261,717

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

04/10/2000 DNGUYEN 00000312 2261717

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)

01 FC:481

40.00 DP

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.

Laura Konrath

Name of Person Signing

Signature

3/10/00

Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK

REEL: 002046 FRAME: 0205

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made December 1, 1999 by Wright Brand Foods, Inc., a Texas corporation, Wright Packing Company, Ltd., a Texas limited partnership, and WBF Development, Ltd., a Texas limited partnership (collectively, "Assignors"), to KH Acquisition, Ltd., a Texas limited partnership ("Assignee"), pursuant to the Asset Purchase Agreement, dated August 26, 1999 (as amended by Amendment No. 1 thereto dated as of November 17, 1999 and Amendment No. 2 thereto dated as of November 24, 1999, the "Asset Purchase Agreement"), between Assignors, Assignee and Corporate Brand Foods America, Inc., a Delaware corporation.

WHEREAS, Assignors have adopted and used in their business the trademarks set forth on the attached Schedule A; and

WHEREAS, Assignee is desirous of acquiring the trademarks set forth on the attached Schedule A and any registrations thereof and applications therefor (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignors pursuant to the Asset Purchase Agreement at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, transfer, convey and deliver to Assignee, its successors and assigns, the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, all of the foregoing to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, together with all claims for damages by reason of past, present and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this transfer to Assignee had not been made.

Assignors hereby agree to execute all such documents as may be required, for each designated jurisdiction, to transfer and record the transfer in each such jurisdiction of any Trademark application or Trademark registration.

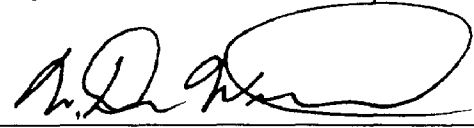
Each Assignor hereby appoints and constitutes Assignee as attorney-in-fact for such Assignor with respect to the transfer of title of any of the Trademarks. Assignee's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Trademarks, and to take any other actions necessary or incident to the powers granted to Assignee in this Trademark Assignment.

This instrument shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignors and their successors and assigns.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivery as of the date first above written.

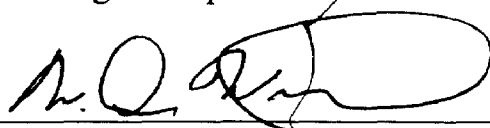
Assignors:

WRIGHT BRAND FOODS, INC.

By: 
Name: W. Dan Wright
Title: President

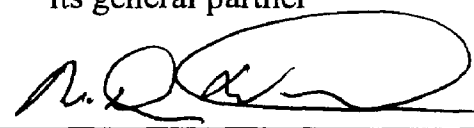
WRIGHT PACKING COMPANY, LTD.

By: **WRIGHT BRAND FOODS, INC.,**
its general partner

By: 
Name: W. Dan Wright
Title: President

WBF DEVELOPMENT, LTD.,

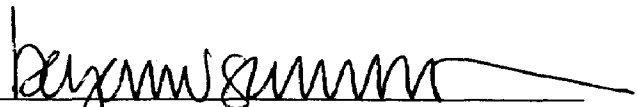
By: **ESUOM CORPORATION,**
its general partner

By: 
Name: W. Dan Wright
Title: President

Assignee:

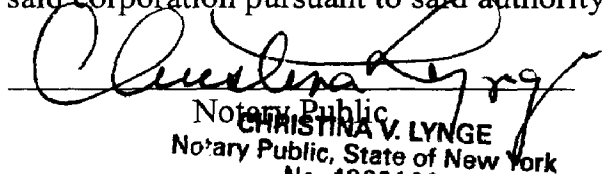
KH ACQUISITION, LTD.

By: **KH GENERAL, INC.**
its general partner

By: 
Name: BENJAMIN S. WARREN
Title: PRESIDENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

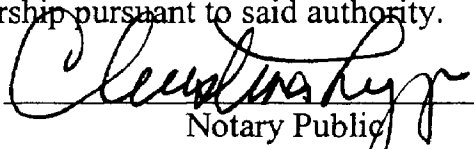
On the 1st day of December 1999, before me personally came W. Dan Wright to me known, who, before me duly sworn, did depose and say that he is the President of Wright Brand Foods, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public
CHRISTINA V. LYNGE
Notary Public, State of New York
No. 4902102
Qualified in New York County
Commission Expires July 27, 192001

[Notarial Seal]

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 1st day of December 1999, before me personally came W. Dan Wright to me known, who, before me duly sworn, did depose and say that he is the President of Wright Brand Foods, Inc., the general partner of Wright Packing Company, Ltd., the limited partnership described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said limited partnership; and that he signed said instrument on behalf of said limited partnership pursuant to said authority.



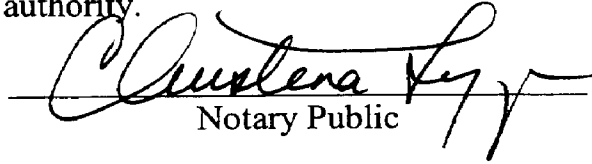
Notary Public

CHRISTINA V. LYNGE
Notary Public, State of New York
No. 4902102
Qualified in New York County
Commission Expires July 27, 192001

[Notarial Seal]

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 15th day of December 1999, before me personally came W. Dan Wright to me known, who, before me duly sworn, did depose and say that he is the President of Esuom Corporation, the general partner of WBF Development, Ltd., the limited partnership described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said limited partnership; and that he signed said instrument on behalf of said limited partnership pursuant to said authority.


Notary Public

[Notarial Seal]

CHRISTINA V. LYNGE
Notary Public, State of New York
No. 4902102
Qualified in New York County
Commission Expires July 27, 192001

SCHEDULE A

TRADEMARKS

TRADEMARK REGISTRATIONS

- The Wright Brand W (double checks), U.S. Registration No. 1,395,957
- Hickory Creek Brand (Stylized), U.S. Registration No. 1,395,958
- Hickory Trail Brand (and Design), U.S. Registration No. 1,397,002
- Wright Brand Since 1922 (and Design), U.S. Registration No. 1,545,487
- Wright, U.S. Registration No. 1,554,890
- Silver Spur U.S. Registration No. 1,667,748
- XLT, U.S. Registration No. 1,705,221
- Best of Ham, U.S. Registration No. 1,724,800 (Supplemental Register)
- Flat-Pack, U.S. Registration No. 1,747,855
- Benchmark, U.S. Registration No. 2,065,833
- Hickory Trail Brand, U.S. Registration No. 2,081,361
- Old Hickory Brand, U.S. Registration No. 2,107,123
- Best of Ham, U.S. Registration No. 2,192,383 (Principal Register)
- Hickory Ranch, U.S. Registration No. 2,204,311
- Man with ham design, U.S. Registration No. 2,216,746
- Wright, Mexico Registration No. 445,059

PENDING APPLICATIONS FOR TRADEMARK REGISTRATION

- Hickory Grove, Application 8/96, Notice of Allowance 6/16/98
- Bacon Quickies, Application 6/97, Notice of Allowance 8/11/98
- ~~Bacon Quick, Application 6/97, Notice of Allowance 9/21/99~~
- Flavor First, Application 4/98, Notice of Allowance 3/2/99

3,261,717