

05-22-2000



r Sheet

Commissioner of Patents &

101363737

ched original documents or copy thereof

1. Name of conveying party(ies):

5.5.00

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

Harvest States Cooperatives

Wilsey-Holsum Foods, L.L.C.
14840 E. Don Julian Road
City of Industry, CA 91746

M R D 5/3/00

OPR/FINANCE
100 PM -3 PM 3:26

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Change of Name
- Other: Correction of Assignment
See Attached Exhibit "A"

- Merger
- 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 registration 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:

D. Randall King
Merchant & Gould, Professional Corporation
3100 Norwest Center
90 South 7th Street
Minneapolis, Minnesota 55402

6. Total number of applications and registrations involved: one (1)

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

Enclosed

Authorized to be charged to deposit account for the above amount and any additional fees necessary.

8. Deposit Account Number:
(Attach duplicate copy of this page if using 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.

D. Randall King
Name

Signature

Date

4/17/00

Total number of pages comprising cover sheet 2

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

05/19/2000 ASCOTT

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U.S. Patent and Trademark Office
Office of Public Records, Assignment Division
Crystal Gateway 4, Room 335
Washington, D.C. 20231

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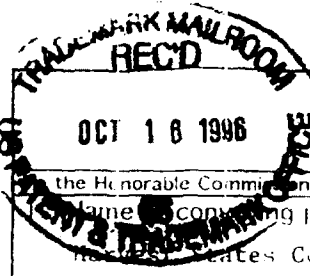
TRADEMARK
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EXHIBIT "A"

Request for Correction of Assignment recorded on October 16, 1996, Reel No. 1515 Frame No. 0625/0644:

From the incorrectly identified Application No. 75/017,688 on Schedule A page 8 to the correct Application No. 75/0176,677 for CHURN SPREAD & DESIGN.

Please remove the assignment from Harvest States Cooperative to Wilsey-Holsum Foods, L.L.C. from the chain of title for Application No. 75/017,688 for PHONEGUIDE.



10-25-1996



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

RECOR TR/

the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

10-16-96 M.P.A.

- Name of conveying party(ies):
 Individual Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

Name and address of receiving party(ies):
 Name: Wilsey-Holsum Foods, I.L.C.
 Internal Address: _____
 Street Address: 14840 E. Don Julian Road
 City: City of Industry State CA ZIP: 91746
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company Delaware
 If assignee is not domiciled in the United States, a domestic representative designation is attached
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: August 30, 1996

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
SEE ATTACHED LISTS
 Additional numbers attached? Yes No

B. Trademark Registration No.(s)
SEE ATTACHED LISTS

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Farhad Bahar
 Internal Address: _____
Pillsbury Madison & Sutro LLP
 Street Address: 725 S. Figueroa Street,
Suite 1200
 City Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 75
 7. Total fee (37 CFR 3.41): \$1,990.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
16-1805
 (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.
Farhad Bahar Signature 10/20/96 Date
 Name of Person Signing
 Total number of pages comprising cover sheet and documents to be recorded: 21

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Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks
 Box Assignments
 Washington D.C. 20531

TRADEMARK
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TRADEMARK
 REEL: 002076 FRAME: 0224

**SCHEDULE A
U.S. TRADEMARKS**

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
ALBERTS (stylized) 1,745,928	01/12/93
BEST O'CORN 1,536,553	04/25/89
BEST O'VEG 1,536,552	04/25/89
BEST O'VEG 1,913,552	08/22/95
BREAKTHROUGH 1,511,944	11/08/88
BREAKTHROUGH 1,662,612	10/29/91
BREAKTHROUGH 1,905,775	07/18/95
CHEF SUPREME 889,801	04/21/70
CHURN SPREAD & Design, 1,461,153	10/13/87
CLASSIC CUP 1,543,751	06/13/89
CLASSICAL STYLE 1,579,253	01/23/90

TRADEMARK
REEL: 1515 FRAME: 0626

TRADEMARK
REEL: 002076 FRAME: 0225

NAME AND
REGISTRATION # DATE OF
REGISTRATION

DELMAID
1,027,463 12/16/75

DELMAR
765,604 02/25/64

DELMAR
1,740,027 12/15/92

DELMAR
1,731,271 11/10/92

FARBEST
518,860 12/13/49

FARBEST (lard)
1,608,392 07/31/90

GOLDA'S (Stylized)
1,745,935 01/12/93

GOLDEN CHIP
722,895 10/17/61

GOLDEN MAID
762,837 01/07/64

GOLDEN MAID
766,840 03/17/64

GOLDEN MAID & Design
1,073,708 09/20/77

TRADEMARK
REEL: 1515 FRAME: 0627

TRADEMARK
REEL: 002076 FRAME: 0226

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
GOLDEN SPRED 1,080,528	12/27/77
GOLD-N-SOFT 1,017,514	06/05/75
GOURMAY 889,439	04/14/70
GREGGS and Design 1,563,538	10/31/89
GREGG'S 1,646,940	06/04/91
HIDEL 565,271	10/14/52
HIGHLIFE 609,216	07/19/55
HOLSUM & DESIGN 1,131,898	02/11/80
HOLSUM (Stylized) 1,735,063	11/24/92
KITCHEN KANISTER 1,553,896	08/29/89
L.B. Jamison's & 1,954,217	02/06/96
MAR-PARV(PACK) 604,368	04/05/55

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
MAR-PARY (Name) 1,953,348	01/30/96
MIAMI BRAND 1,283,525	06/26/84
MIAMI'S NO. 1 1,720,494	09/29/92
MICLO 126,315	08/19/19
NU-MAID & Design Wrapper, 1,106,754	11/21/78
NU-MAID & Design 1,106,755	11/21/78
NU-MAID & Design 1,053,009	11/16/76
NU-MAID TABLE GRADE 1,053,011	11/16/76
NU-SAFF 756,190	09/03/63
OLD DUTCH 1,807,769	11/30/93
OLIVE GROVE 1,605,793	07/10/90

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
FBI & Design 1,357,035	08/27/85
POPPIN' TOPPIN' 1,390,988	04/22/86
RICH N'EGG 811,418	07/19/66
ROYAL SCOT 760,414	11/19/63
ROYAL SCOT & Design 866,923	02/18/69
ROYAL SCOT 670,705	12/02/58
ROYAL SCOT Wrapper 680,585	06/16/59
SAFFOLA 664,151	07/08/58
SAFFOLA 1,435,859	04/07/87
SAFFOLA 1,015,902	07/15/75
SAFFOLA & Design 766,815	03/17/64

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<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
SAFFOLA & Design 1,477,916	02/23/88
SAFFLONAISE 766,009	03/03/64
SALAD CLASSICS 1,779,069	06/29/93
SATIN GOLD 818,375	11/08/66
SATIN GOLD 1,495,482	05/05/92
SUNNYBROOK 1,803,340	11/09/93
SWEET ROSE 1,184,013	12/29/81
TABLE KING 574,699	05/19/53
TABLE KING & Design 578,595	05/12/59
TABLE MAID 882,196	12/09/69
TABLE MAID 1,214,231	10/26/82
TABLE MAID 1,209,909	09/21/82

TRADEMARK
REEL: 1515 FRAME: 0631

TRADEMARK
REEL: 002076 FRAME: 0230

<u>NAME AND REGISTRATION #</u>	<u>DATE OF REGISTRATION</u>
ULTRA-FRY 1,618,921	10/23/90
VALERIE 561,788	01/22/52
YOU'LL ♥ SAFFOLA 1,833,952	05/03/94
YOU'LL ♥ SAFFOLA 1,903,681	07/04/95
♥ (Heart Design) 1,745,743	02/09/88
1867 SWEET & SMOKEY 1,540,743	05/23/89

Rebusum Trade

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TRADEMARK
REEL: 002076 FRAME: 0231

PENDING TRADEMARK REGISTRATIONS

CHURN SPREAD &
Design
Serial No. 75/017,684

TRADEMARK
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TRADEMARK
REEL: 002076 FRAME: 0232

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated August 30, 1996 (the "Assignment"), is made by Harvest States Cooperatives, a Minnesota corporation ("Assignor"), for the benefit of Wilsey-Holsum Foods, LLC, a Delaware Limited Liability Company ("Assignee").

WHEREAS, Assignor and Wilsey Foods, Inc. ("Wilsey") are parties to a certain Joint Venture Agreement, dated August 30, 1996, (the "JV Agreement") which provides for, among other things, the transfer of substantially all of the assets and liabilities of Wilsey, and substantially all of the assets and certain liabilities of the Holsum Foods division of Assignor, (the "Business"), to Assignee;

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the JV Agreement;

WHEREAS, pursuant to the terms of the JV Agreement Assignor is selling, assigning and transferring to Assignee all fictitious business names, brand names, brand name applications, trade names, trade name applications and registrations, Federal, foreign, state and common law trademarks, trademark applications and registrations that relate solely to the Business (collectively, the "Trademarks");

WHEREAS, Assignor is the owner of the Trademarks listed on Schedule A to this Assignment; and

WHEREAS, Assignor hereby desires to sell, assign and transfer to Assignee all of its right, title, and interest in and to the Trademarks and the goodwill of the Business connected with the use of and symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreements:

1. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, and sets over unto Assignee Assignor's entire right, title and interest in, to and under each of the Trademarks, including without limitation, all registrations and pending applications for registrations covering the Trademarks filed on behalf of Assignor, all label designs embodying the Trademarks and the goodwill of the Business connected with the use of and symbolized by the Trademarks. Further, Assignor hereby assigns, transfers and sets over unto Assignee any and all products and proceeds of the foregoing, including, without limitation, any and all income, royalties, damages and payments payable after the Closing Date with respect thereto, including without limitation, all of Assignor's rights to sue for and collect damages and other relief for any past

TRADEMARK

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TRADEMARK

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infringement of the Trademarks (collectively, the "Trademark Rights").

2. **Additional Documents.** Assignor shall execute and deliver any and all additional documents that may be necessary to perfect and record Assignee's ownership interest in the Trademarks.
3. **Costs and Expenses.** Assignor and Assignee agree that all costs and recording fees involved in recording this Assignment and any additional documents executed by Assignor and/or Assignee in furtherance of this Assignment shall be borne by Assignee.
4. **Governing Law.** This Assignment shall be governed by and interpreted in accordance with the internal laws of the State of Delaware.
5. **Successors and Assigns.** The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. **JV Agreement.** Nothing in this Assignment shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Assignor or Wilsey contained in the JV Agreement; and this Assignment is made and accepted subject to all of the terms, conditions, representations and warranties set forth in the JV Agreement, all of which shall survive execution and delivery of this Assignment to the extent set forth in the JV Agreement.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the day and year first above written.

HARVEST STATES COOPERATIVES

By: James A. Tabbatta
Its Senior Vice President

By: Joanna Bernhardt
Its Assistant Secretary

