

09-26-2000



101471446

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 9-12-00

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other \$15.00

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Refund No.	Refund Date	Refund Amount	Refund Reason
09/25/2000 NTHA11	00000255	75860883	
01 FC:481		40.00 OP	
09/25/2000 NTHA11	00000255	75860883	
01 FC:481		25.00 OP	
FOR OFFICE USE ONLY		Total:	\$15.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Process. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with Trademark Assignment Form to:
Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Allan W. Motter

Allan W. Motter

9-6-2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK AND RELATED RIGHTS

THIS ASSIGNMENT is made as of the date appearing next to the signature of the undersigned.

WHEREAS Wiloma Corporation d/b/a MacDonald Meat Company, a Washington State Corporation ("Wiloma" or "Assignor"), whose principal place of business is 2709 Airport Way South, Seattle, Washington 98134, is the owner of all rights in and to the registered trademark HEART OF AMERICA MEAT COMPANY PRODUCT OF U.S.A. (and Design), subject of U.S. Registration No. 1,671,897, issued January 14, 1992 ("the Mark"), together with all goodwill of the business symbolized by the Mark; and

WHEREAS, G.A. Motter, L.L.C., a Washington Limited Liability Company ("the Assignee") wishes to acquire all right, title, and interest in and to The Mark; and

WHEREAS in compliance with 15 U.S.C.A. §1060 of the Trademark Laws of the United States, the Assignee designates the below-listed attorneys as its agent for service of process and notices:

Allan W. Motter
MacDonald Meat Company, LLC
2709 Airport Way South
Seattle, WA 98134

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with a concomitant assignment of the goodwill of the business connected with the use of and symbolized by the Mark, the Assignor hereby sells, assigns, transfers and conveys to the Assignee the entire interest in and to the Mark and in and to all rights related to the Mark associated with its business, which rights include but are not necessarily limited to all rights to any and all foreign and U.S. domestic trademarks, trade names, service marks, and all ancillary rights related to the name and mark, and any and all similar such names and derivations, thereof, and any and all copyrights, abridgment rights, publicity and moral rights and all other intellectual property rights related to the mark.

The Commissioner of Patents and Trademarks is requested to issue to assignee the certificate of registration for the mark requested by the pending application.

Executed this 24TH day of JULY, 2000, at SEATTLE,
State of WASHINGTON

[Signature]
Signed, for the Assignor
President
Title

State of WASHINGTON)
County of KING) ss.

I certify that I know or have satisfactory evidence that GREG W JONES is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JULY 24, 2000.

[Signature]
Notary Public for Washington

CHARLES A ROBINSON
(Printed or Stamped Name of Notary)
Residing at SEATTLE, WA
My appointment expires: 3/2/02

ASSIGNMENT OF TRADEMARK AND RELATED RIGHTS

THIS ASSIGNMENT is made as of the date appearing next to the signature of the undersigned.

WHEREAS Wiloma Corporation d/b/a MacDonald Meat Company, a Washington State Corporation ("Wiloma" or "Assignor"), whose principal place of business is 2709 Airport Way South, Seattle, Washington 98134, is the owner of all rights in and to the pending application to register the trademark NEBRASKA CATTLEMAN'S "BRAND" N (and Design), subject of U.S. Serial No. 75/860,883, filed December 1, 1999 ("the Mark"), together with all goodwill of the business symbolized by the Mark; and

WHEREAS, G.A. Motter, L.L.C., a Washington Limited Liability Company ("the Assignee") wishes to acquire all right, title, and interest in and to The Mark; and

WHEREAS in compliance with 15 U.S.C.A. §1060 of the Trademark Laws of the United States, the Assignee designates the below-listed attorneys as its agent for service of process and notices:

Allan W. Motter

MacDonald Meat Company, LLC

2709 Airport Way South

Seattle, WA 98134 ;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with a concomitant assignment of the goodwill of the business connected with the use of and symbolized by the Mark, the Assignor hereby sells, assigns, transfers and conveys to the Assignee the entire interest in and to the Mark and in and to all rights related to the Mark associated with its business, which rights include but are not necessarily limited to all rights to any and all foreign and U.S. domestic trademarks, trade names, service marks, and all ancillary rights related to the name and mark, and any and all similar such names and derivations, thereof, and any and all copyrights, abridgment rights, publicity and moral rights and all other intellectual property rights related to the mark.

ASSIGNMENT OF TRADEMARK AND RELATED RIGHTS

THIS ASSIGNMENT is dated as of the date appearing next to the signature of the undersigned.

WHEREAS Wiloma Corporation d/b/a MacDonald Meats Company, a Washington State Corporation ("Wiloma" or "Assignor"), whose principal place of business is 2709 Airport Way South, Seattle, Washington 98134, is the owner of all rights in and to the pending application to register the trademark NEBRASKA CATTLEMAN'S BRAND, subject of U.S. Serial No. 75/852,976, filed November 19, 1999 ("the Mark"), together with all goodwill of the business symbolized by the Mark; and

WHEREAS, G.A. Motter, L.L.C., a Washington Limited Liability Company ("the Assignee") wishes to acquire all right, title, and interest in and to the Mark; and

WHEREAS in compliance with 15 U.S.C.A. §1060 of the Trademark Laws of the United States, the Assignee designates the below-listed attorneys as its agent for service of process and notices:

Allan W. Motter

MacDonald Meat Company, LLC
2709 Airport Way South
Seattle, WA 98134;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with a concomitant assignment of the goodwill of the business connected with the use of and symbolized by the Mark, the Assignor hereby sells, assigns, transfers and conveys to the Assignee the entire interest in and to the Mark and in and to all rights related to the Mark associated with its business, which rights include but are not necessarily limited to all rights to any and all foreign and U.S. domestic trademarks, trade names, service marks, and all ancillary rights related to the name and mark, and any and all similar such names and derivations, thereof, and any and all copyrights, abridgment rights, publicity and moral rights and all other intellectual property rights related to the mark.

The Commissioner of Patents and Trademarks is requested to issue to assignee the certificate of registration for the mark requested by the pending application.

Executed this 24th day of JULY, 2000, at SEATTLE,
State of WASHINGTON.

[Signature]
Signed for the Assignor
[Signature]
Title

State of WASHINGTON)
County of KING) ss.

I certify that I know or have satisfactory evidence that WILEY W JONES is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JULY 24, 2000.

[Signature]
Notary Public for Washington

CHARLES A. ROBINSON
(Printed or Stamped Name of Notary)
Residing at SEATTLE WA
My appointment expires: 3/2/02

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

AMENDMENT TO CERTIFICATE OF FORMATION

to

G. A MOTTER, LLC

a Washington Limited Liability Company

was filed for record in this office on the date indicated below.

Changing name to MACDONALD MEAT COMPANY, LLC

UBI Number: 602 041 139

Date: July 21, 2000



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

A handwritten signature in black ink, appearing to read "Ralph H. Munro".

Ralph Munro, Secretary of State
2-926902-4

207-1991.0
100

07/21/2000 - 149082
\$50.00 on 07/21/2000
Check - 07/21/2000 - 14515

FILED
STATE OF WASHINGTON

JUL 21 2000

RALPH MUNRO
SECRETARY OF STATE

**AMENDED CERTIFICATE OF FORMATION
OF
G. A. MOTTER, LLC**

This Amended Certificate of Formation of G.A. Motter, LLC is to be filed with the Washington Secretary of State pursuant to RCW 25.15.075.

1. The name of the limited liability company is G. A. MOTTER, LLC
2. The Certificate of Formation is amended as follows:
 1. The name of the LLC shall be changed to MacDonald Meat Company, LLC.

The name and address of the person executing this certificate is as follows:

Allan Motter
4403 Hermosa Way
San Diego, CA 92103

Dated: July 20, 2000.

Allan Motter Manager
Allan Motter, Manager