

01-26-2001



101595441

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

1-26-01

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
- 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 Effective Date
Month Day Year
- Change of Name
- Other Stock and Asset Purchase Agreement
(partial copy) - Bill of Sale

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Holsum Bakers of Puerto Rico (licensee)

11 09 98

1928775

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other Division of Seaboard Corporation
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Holsum de Puerto Rico, Inc. (as successor licensee)

DBA/AKA/TA Formerly, HDP Acquisitions Corp.

Composed of

Address (line 1) State Road # 2 Km. 20.1

Address (line 2) Candelaria Ward

Address (line 3) Toa Baja Puerto Rico 00951
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Puerto Rico

FOR OFFICE USE ONLY

01/26/2001 AAHMEDI 00000096 1928775
OP FC:481 40.00 DP
OP FC:482 100.00 DP

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 Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002220 FRAME: 0041

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:

#

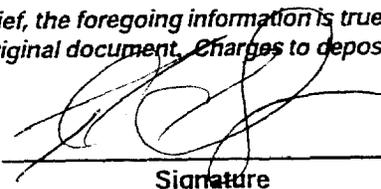
Authorization to charge additional fees:

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.

Ramon Calderon



January 17, 2001

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

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 the Assignment.)

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

STOCK AND ASSET PURCHASE AGREEMENT

by and between

HDPR ACQUISITIONS CORP.,

and

CB ACQUISITIONS CORP.,

as Buyers,

and

SEABOARD CORPORATION,

as Seller

Dated as of November 9, 1998

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Purchase and Sale of the Assets and the Shares; Assumption of Assumed Liabilities.	2
2. Closing; Purchase Price Adjustment.	10
3. Conditions to Closing.	13
4. Representations and Warranties of Seller.	17
5. Covenants of Seller.	20
6. Representations and Warranties of Buyer.	27
7. Mutual Covenants.	28
8. Employee Matters	31
9. Further Assurances.	31
10. Indemnification.	32
11. Tax Matters.	36
12. Assignment.	41
13. No Third-Party Beneficiaries.	41
14. Termination.	41
15. Survival of Representations.	44
16. Expenses.	45
17. Amendments.	45
18. Notices.	46
19. Interpretation.	47
20. Counterparts.	47
21. Entire Agreement.	47
22. Fees.	48

Section

Page

23. Severability. 48
24. Governing Law; Consent to Jurisdiction. 48
25. Waiver of Trial by Jury. 49

EXHIBITS

B

C

D

E

F

G

SCHEDULES

1. Purchase and Sale of the Assets and the Shares; Assumption of Assumed Liabilities.

(a) Purchase and Sale of the Assets and the Shares; Purchase Price Allocation. (i) On the terms and subject to the conditions of this Agreement, (A) Seller will sell, transfer, assign, convey and deliver to HDPR, and HDPR will purchase from Seller, the Holsum Assets, and (B) Seller will sell, transfer, assign, convey and deliver to CB, and CB will purchase from Seller, the Shares and the Seaboard Bakeries Trademarks (to the extent not owned direct directly by Seaboard Bakeries) for an aggregate purchase price equal to \$74,500,000 plus the assumption of the Assumed Liabilities (the "Purchase Price"), payable as set forth below in Section 2(a), and subject to adjustment as provided in Section 2(b).

(ii) Without affecting Seller's obligations hereunder, Seller shall have the right to transfer the Holsum Assets and the Assumed Liabilities related to the Holsum Business to a newly formed wholly owned limited liability company on or prior to the Closing Date and to cause such limited liability company to transfer the Holsum Assets and the Assumed Liabilities related to the Holsum Business pursuant to this Agreement. Seller shall not use the name 'Holsum Bakers' in connection with the Business after the Closing Date and shall change the name no later than six months after the Closing Date (or earlier if necessary in order to allow Buyer to use the name). Seller agrees to execute any consent that may be required in connection with Buyer's use of such name.

(iii) Seller and Buyers agree that the Purchase Price shall be allocated as follows: \$ _____ plus the

assumption of the Assumed Liabilities for the Holsum Assets, and \$ for the Shares and the Seaboard Bakeries Trademarks. The allocation of the purchase price among the Holsum Assets will be agreed to between Seller and HDPR after the date hereof; provided, however, that to the extent that HDPR requests, and Seaboard agrees, that any portion of the purchase price be allocated to the Restrictive Covenant, (as defined below), HDPR shall indemnify Seller for any Puerto Rico income tax payable by Seller attributable to such Restrictive Covenant in excess of the amount of Puerto Rico income tax thereon that would be payable by Seller if no portion of the purchase price had been allocated to such Restrictive Covenant, any interest and penalties and for any taxes payable with respect to this indemnity (gross up). Buyers and Seller agree to file all income, franchise and other tax returns, and execute such other documents or instruments as may be required by any governmental authority in a manner consistent with such allocations.

(b) Holsum Assets. The term "Holsum Assets" shall mean the right, title and interest of Seller and any affiliate of Seller in the assets of Seller or such affiliate used or held primarily in the conduct of the business (the "Holsum Business") of the Holsum Bakers of Puerto Rico division of Seller ("Holsum Bakers"), wherever located and whether or not reflected on the books of Seller or such affiliate, whether tangible or intangible, whether real, personal or mixed, and whether existing on the date hereof or acquired hereafter, but excluding prepaid or deferred tax assets. Without limiting the generality of the foregoing, the Holsum Assets include, among other things, the following:

R:\LEGAL\HOLSUM\FNLKolsu.WPD

(i) Real Property. The real property described on Schedule 1(b)(i) hereto, together with all buildings, improvements and fixtures thereon and all rights (including, but not limited to, any rights that Seller may possess over any other properties, such as any related rights of way or options), privileges and easements appurtenant thereto (the "Real Property");

(ii) Equipment. All machinery, equipment, vehicles, parts, supplies, fixtures, computers, trade fixtures and furnishings, whether leased or owned, that are located on the Real Property on the date hereof or otherwise used primarily in connection with the Holsum Business (the "Equipment"), including without limitation the Equipment set forth on Schedule 1(b)(ii);

(iii) Contracts. All contracts, leases, agreements, commitments, purchase orders and other legally binding arrangements, whether oral or written, to which Seller is a party or by which Seller is bound which are related to the Holsum Business, including but not limited to those listed on Schedule 1(b)(iii) (the "Contracts");

(iv) Inventory. All inventory, goods, materials and supplies that are used in the Holsum Business (the "Inventory") and that are owned by Seller on the Closing Date;

(v) Computer Software. To the extent permitted by the relevant license agreement, all computer software (including, without limitation, licenses, warranties and documentation related thereto and related objects and source codes) primarily utilized in the Holsum Business;

(vi) Records. All information, files, records, data and plans relating to the operation of the Holsum Business, including, without limitation, maintenance records and manuals, and as-built drawings and surveys (provided that Seller shall have the right to retain copies of any or all such records);

(vii) Licenses, Licensing Agreements and Permits. To the extent permitted by law and the terms of the license or permit, all permits, authorizations, licenses, licensing agreements, privileges and rights related to the Holsum Business, including all government authorizations, permits and licenses;

(viii) Intellectual Property. Any and all patents, patent applications (whether filed, unfiled or being prepared), invention disclosures, trademarks (whether registered or unregistered), trademark registrations, trademark applications (whether filed, unfiled or being prepared), trade names, copyrights (registered or unregistered), copyright applications (whether filed, unfiled or being prepared), service marks (registered or unregistered), service mark applications (whether filed, unfiled or being prepared), all together with the goodwill of the Holsum Business associated with such marks or names, trade secrets, technology, inventions, know how, processes and confidential and proprietary information, including any being developed (including, but not limited to, drawings, designs, manufacturing data, design data, test data, operational data, engineering drawings, formulae, computer programs, computer software and manuals), whether or not subject to statutory registration, and Seller's patent and trademark files (or copies thereof) on all such intellectual property, and all other intellectual property and all rights thereunder, or in respect thereof, in each and every case referred

to in this Section 1(b)(viii) relating primarily to the Holsum Business, including without limitation the trademarks and service marks listed on Schedule 1(b)(viii); provided that Seller expressly disclaims any warranty, express or implied, that it owns or has the exclusive right to use the same or that any of the intellectual property transferred does not violate or infringe upon the intellectual property rights of any third person;

(ix) Accounts Receivable. All accounts receivable owed to the Holsum Business and generated from sales of products of the Holsum Business;

(x) Cash. All cash and investments held by or for the account of Holsum Bakers on the Closing Date to the extent that the sum of the Seaboard Bakeries Dividend (as defined below) and the Holsum Cash Balance (as defined below) exceeds \$30,488,851; and

(xi) Other Assets. All other assets of the Holsum Business not described above reflected on the August 1, 1998, balance sheet set forth as Schedule 1(b)(xi) (the "Balance Sheet"), to the extent such assets have not been sold in the ordinary course of business or by persons under the direct or indirect supervision of Mr. Ramón Calderón.

(c) Seaboard Bakeries Assets. The term "Seaboard Bakeries Assets" shall mean the right, title and interest of Seller and any affiliate of Seller, including Seaboard Bakeries, in the assets of Seller or such affiliate used or held primarily in the conduct of the business of Seaboard Bakeries (the "Seaboard Bakeries Business"), wherever located and whether or not reflected

27. Execution by Mr. Ramón Calderón.

Mr. Ramón Calderón is executing this agreement solely for purposes of confirming his agreement set forth in Sections 5(a) and 16.

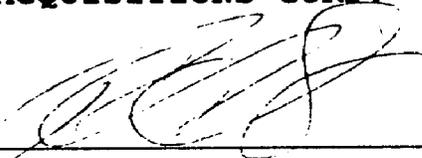
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

SEABOARD CORPORATION

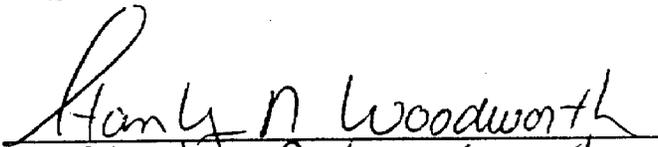
By: 
Name: Robert Steer
Title: Vice President-
Chief Financial
Officer

By: 
Ramón Calderón

HDPR ACQUISITIONS CORP.

By: 
Name: Ramón Calderón
Title: President

CB ACQUISITIONS CORP.

By: 
Name: Stanley N. Woodward
Title: Attorney in Fact

R:\LEGAL\HOLSUM\FNLHOLSU.WPD

R:\LEGAL\HOLSUM\FNLHOLSU.WPD

BILL OF SALE

This Agreement entered into as of the 18th day of December, 1998 by and between **HOLSUM BAKERS DE PUERTO RICO, LLC.** a limited liability company organized under the laws of Delaware (hereinafter the "Seller"), and **HDPR ACQUISITIONS CORP.**, a corporation organized under the laws of Puerto Rico (hereinafter the "Buyer").

WITNESSETH:

WHEREAS, on November 9, 1998, Seaboard Corporation ("Seaboard") and Buyer entered into an Asset Purchase Agreement providing, among other things, for the sale of Holsum Assets (the "Purchase Agreement"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Purchase Agreement, except as otherwise defined herein);

WHEREAS, on this date Seaboard has transferred and conveyed to Seller the Holsum Assets.

WHEREAS, Seller wishes to transfer to Buyer all its right, title and interest in and to the Holsum Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

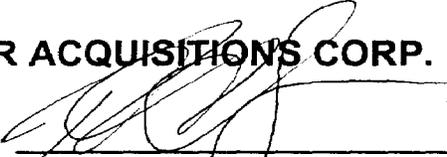
1. Seller does hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby acquires from the Seller, all of Seller's right, title and interest in the Holsum Assets.

2. BUYER TAKES THE HOLSUM ASSETS "AS IS" AND BUYER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE ASSET PURCHASE AGREEMENT, NEITHER SELLER NOR ANY PREDECESSOR OR SUCCESSOR IN INTEREST OF SELLER NOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR ASSIGNS HAS MADE, NOR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO VALUE, CONDITION, MERCHANTABILITY, DESIGN, QUALITY, DURABILITY, OPERATION, OR FITNESS FOR USE OR PURPOSE OF SUCH ASSETS, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH ASSETS, OR ANY COMPONENT THEREOF, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY BUYER IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN SUCH ASSETS OR ANY COMPONENT PART THEREOF, OF ANY NATURE, WHETHER PATENT OR LATENT, AND THAT SELLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THIS PROVISION IS INTENDED AS A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY SELLER, EXPRESS OR IMPLIED, WITH

RESPECT TO THE HOLSUM ASSETS OR ANY COMPONENT THEREOF, OTHER THAN THE WARRANTIES SET FORTH IN THE ASSET PURCHASE AGREEMENT.

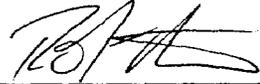
IN WITNESS HEREOF, the Seller and the Buyer have caused this Bill of Sale to be executed on the date above first written.

HDPR ACQUISITIONS CORP.

By: 
Name: Ramón Calderón
Title: President

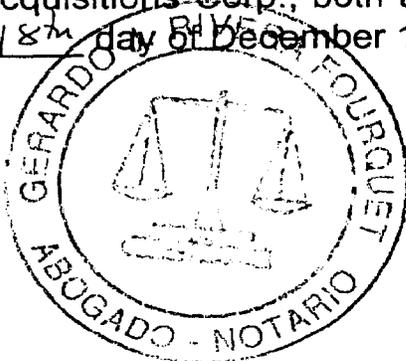
HOLSUM BAKERS DE PUERTO RICO, LLC.

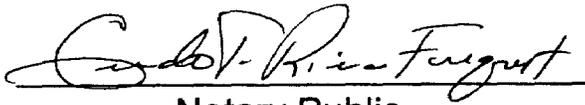
By: **Seaboard Corporation, sole member**

By: 
Name: Robert Steer
Title: Vice President-Chief Financial Officer

Affidavit Number: 590 (copy)

Acknowledged and subscribed before me by Robert L. Steer, of legal age, married, executive and resident of Shawnee Mission, Kansas, in his capacity as Vice President-Chief Financial Officer of Seaboard Corporation, as sole member of Holsum Bakers de Puerto Rico, L.L.C., and by Ramón Calderón, of legal age, single, executive and resident of Dorado, Puerto Rico, in his capacity as President of HDPR Acquisitions Corp., both to me personally known. In San Juan, Puerto Rico, this 18th day of December 1998.




Notary Public