

03-20-2001

Commissioner of Patents &

shington, D.C. 20231

FORM PTO-1618A

REC



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

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Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Submission Type

New

Resubmission (Non-Recordation)

Document ID #

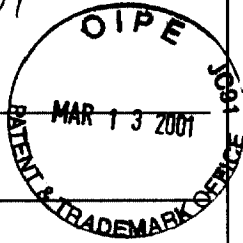
Correction of PTO Error

Reel # _____ Frame # _____

Corrective Document

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3-13-01



2. Name of Conveying Party(ies):

HICKORY MOUNTAIN FARMS, INC.

PO BOX 455

SILER CITY, NC 27344

3. Name and Address of Receiving Party(ies):

Name: STADLER COUNTRY HAMS, INC.

Street Address: 2921 NORTH CAROLINA HIGHWAY 100

City: ELON COLLEGE

State: NORTH CAROLINA Zip: 27244-0397

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State North Carolina

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

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State NORTH CAROLINA

Other:

Additional Name(s) of conveying attached? Yes No

4. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other:

Execution Date: FEBRUARY 26, 2001

5. Application number(s) or registration number(s):

A. Trademark Applicant No.(s)

03/19/2001 5 0N11 00000072 891002

B. Trademark Registration No.(s)

891,002

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON, PRICE, HOLMAN & STERN
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. T-8763

7. Number of applications and registrations involved: 1

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

Enclosed

Any deficiencies in enclosed fees are authorized to be charged to account 06-1358

DO NOT USE THIS SPACE

10. 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.

SIMOR L. MOSKOWITZ

Name of Person Signing

Simor Moskowitz
Signature

March 12, 2001

Date

Total number of pages excluding cover sheet:

CONFIRMATORY SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT is made by and between HICKORY MOUNTAIN FARMS, INC., a North Carolina corporation, whose address is P.O. Box 455, Siler City, NC 27344 (hereinafter referred to as "Assignor"), and STADLER COUNTRY HAMS, INC., a North Carolina corporation, whose principal place of business is 2921 North Carolina Highway 100, Elon College, NC 27244-0397, (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the record owner of the trademark HICKORY MOUNTAIN AND DESIGN, and the federal registration therefor, No.891,002 issued May 12, 1970 (hereinafter collectively referred to as the "ASSIGNED MARK"); and

WHEREAS, on or about January 3, 1997, Assignor did assign to Assignee the ASSIGNED MARK, including the federal registration therefor, and the goodwill of the business pertaining thereto, but no formal assignment document in a form recordable in the Patent and Trademark Office was executed; and

WHEREAS, the parties hereby desire to reconfirm the prior assignment of the ASSIGNED MARK, the federal registration therefor, and goodwill of Assignor associated therewith in order to record the change of the ownership in the Assignment Division of the Patent and Trademark Office, and place formal title in the name of Assignee.

NOW, THEREFORE, for good and valuable consideration, previously paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to said Assignee, nunc pro tunc, as of January 3, 1997, all right, title and interest in and to the ASSIGNED MARK and the above-identified registration therefor, together with the whole of the goodwill of the business symbolized by the ASSIGNED MARK, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of the ASSIGNED MARK and with the right

