

06-26-2001



I hereby certify this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2200 Crystal Drive, Arlington, VA 22202-3513 on: *5-24-01*

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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TRADEMARKS ONLY

COVER SHEET U.S. DEPARTMENT OF COMMERCE for Trademarks, 2200 Crystal Drive, Arlington, VA 22202-3513 on: *5-24-01* Signed: *Shirley Wiseman*

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

1. Name of conveying party(ies): *S-29-01*  
Farmland Foods, Inc. dba Carando  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Kansas  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Farmland Industries, Inc.  
Internal  
Address: Legal Dept. 62  
Street Address: 12200 N. Ambassador Drive  
City: Kansas City State: MO Zip: 64163  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Kansas  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: March 15, 1991

Additional name(s) & address(es) attached?  Yes  No  
05-29-2001  
U.S. Patent & TMO/TM Mail Rept Dt. #34

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1487651, 1894204  
Additional number(s) attached  Yes  No *406*

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Farmland Industries, Inc.  
Internal Address: Legal Dept. 62  
Street Address: 12200 N. Ambassador Drive  
City: Kansas City State: MO Zip: 64163

6. Total number of applications and registrations involved: 2  
7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
501800-2886  
(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.*  
Elizabeth Porter Eliz Porter 5/23/01  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/25/2001 LMUELLER 00000167 501800 1487651

C1 FC:481 40.00 CH  
C2 FC:482 25.00 CH

TRADEMARK REEL: 002319 FRAME: 0548

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of March, 1991 by and among DIGIORGIO CORPORATION, a Delaware corporation (hereinafter referred to as "SELLER"), DIG HOLDING CORPORATION, a New York corporation (hereinafter referred to as "DIG"), FARMLAND FOODS, INC., a Kansas corporation (hereinafter referred to as "BUYER") and FARMLAND INDUSTRIES, INC., a Kansas corporation (hereinafter referred to as "INDUSTRIES").

W I T N E S S E T H:

WHEREAS, SELLER is a wholly owned subsidiary of DIG; and

WHEREAS, Carando, Inc. (the "SUBSIDIARY") is a wholly owned subsidiary of SELLER; and

WHEREAS, SELLER is engaged in the processing, distribution and sale of processed meat products and the distribution and sale of cheese products to supermarkets and other customers through an unincorporated division of SELLER known as Carando ("Carando"); and

WHEREAS, SELLER is also engaged in the processing, distribution and sale of ham and other products through an unincorporated division of Carando known as Riegel ("Riegel") (the operations of Carando and Riegel being hereinafter collectively referred to as the "Business"); and

WHEREAS, BUYER is a subsidiary of INDUSTRIES; and

WHEREAS, SELLER desires to sell to BUYER, and BUYER desires to purchase from SELLER, the Assets (as hereinafter defined) of the Business as they exist on the Closing Date (as hereinafter defined), and BUYER has agreed to assume certain liabilities of the Business on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the above premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITION OF CERTAIN TERMS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings assigned to them herein, unless the context otherwise dictates, both for purposes of this Agreement and all Schedules hereto:

1.1 "Adjusted Purchase Price" shall have the meaning set forth in Section 3.2.

SCHEDULE 2.1  
ASSETS

1. Real property, buildings and structures, together with all fixtures and improvements thereto, owned by SELLER and used exclusively in the Business, including, without limitation, those set forth on Schedule 2.1A hereto, and SELLER's rights as lessor with respect to any leases of such real property including, without limitation, its rights to any and all security deposits and other deposits and prepaid expenses relating thereto;
2. Rights under leases and subleases of real or mixed property used exclusively in the Business, including, without limitation, those set forth on Schedule 2.1B hereto (along with the leases referred to in paragraph 4 below, the "Leases");
3. Personal property used exclusively in connection with the Business, including, without limitation, office supplies, office furniture and equipment, computer software and hardware, factory machinery, equipment (including vehicles, tools, furniture, supplies and leasehold improvements), tools, dies, appliances, and trade fixtures, including, without limitation, those set forth on Schedule 2.1C hereto;
4. Rights under leases of personal property relating exclusively to the Business, including, without limitation, those set forth on Schedule 2.1D hereto;
5. Accounts and drafts receivable, notes, and other evidences of amounts receivable by the Business, which accounts receivable as of the date hereof are set forth on Schedule 2.1E hereto;
6. Supplies of every kind and description on hand and in transit and inventories of finished goods, raw materials, packaging supplies and work-in-progress used exclusively in the Business;
7. All Contracts and Other Agreements with respect to the Business or the Assets, including those set forth on Schedule 2.1F hereto, (i) entered into prior to the date hereof in the usual and ordinary course of the Business consistent with past procedure, and (ii) entered into between the date hereof and the Closing Date, other than those Material Contracts to which Buyer has not consented;
8. All telephone lists, business records and files, customer lists, promotional materials, and other intangible property which is owned by SELLER and used exclusively in the Business, and the goodwill of the Business;
9. Memberships, agencies, and permits listed on Schedule 2.1G hereto;

10. Deferred charges, advance payments, prepaid items, claims for refunds (except for income and property tax refunds, if any), rights of offset and credits relating to the Business, the benefit of which SELLER has the right to assign;
11. Rights under split-dollar insurance policies covering the lives of principal employees of the Business and to which SELLER has a collateral assignment;
12. All assignable government licenses, permits and approvals issued to SELLER with respect to the Business;
13. Documents and Other Papers relating to the Business or any of the foregoing Assets;
14. All intangible property used exclusively in the Business, including without limitation, all patents and applications therefore, including all international priority rights, goodwill and other rights associated therewith; trademarks, trademark registrations and applications therefor, trade names and all goodwill associated therewith; copyrights, copyright registrations and applications therefor, including all goodwill and other rights associated therewith; shelf listing allowances, label designs and product introduction costs; and all rights to sue for past infringement of any of the foregoing, including, without limitation, those set forth on Schedule 2.1H hereto;
15. All trade secrets relating exclusively to the Business, including, without limitation, those set forth on Schedule 2.1I hereto;
16. All of SELLER's rights and privileges under and pursuant to labor and collective bargaining agreements to the extent they relate to the Business; and
17. All of the issued and outstanding shares of stock of the Subsidiary (the "Subsidiary Shares").

**SCHEDULE 2.1H**  
**PATENTS, TRADEMARKS AND COPYRIGHTS**

**TRADEMARKS**

Carando uses the following trademarks and trade names:

**CARANDO PRODUCTS:**

1. CARANDO (name)
2. CARANDO (logo)
3. Classic Italian
4. Alpina
5. Dora Fino
6. Superiore
7. Pinch O' Salt
8. Prosciutella
9. Toscano
10. Heritage
11. Brick Oven
12. Centurion
13. Genovita
14. Black Castle
15. Snackin Italian
16. Venetian
17. Neopolitan
18. Grande
19. Casalingo
20. Filetto
21. Dandy Loaf
22. White Torino
23. La Suprema

**RIEGEL PRODUCTS:**

1. RIEGEL
2. Old Fashioned
3. Old Smokey
4. Seneca
5. Party Perfect
6. Super-Chef
7. Buffet
8. Bavarian

CARANDO owns the following trademark registrations:

<u>Trademark</u>	<u>Registration Number</u>	<u>Issue Date</u>
1. PINCH O'SALT	U.S. Reg. 1588390	March 20, 1990
2. PROSCIUTELLA	U.S. Reg. 1585942	March 6, 1990
3. TOSCANO	U.S. Reg. 1620158	October 30, 1990
***** 4. "CARANDO GOURMET 'Always The Finest' and Design	U.S. Reg. 1487651	May 10, 1988
***** 5. CARANDO GOURMET	U.S. Reg. 1487651	May 10, 1988

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Carando has pending applications for the following trademarks:

<u>Trademark</u>	<u>Application Number</u>	<u>Date Filed</u>
1. CARANDO (name)	S.N. 73/833474	October 16, 1989
2. CARANDO (logo)	S.N. 73/831668	October 16, 1989

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\*\*\*\*\* Obtained via Assignment in Settlement Agreement dated November 14, 1990.

PATENTS

CARANDO owns no patents

COPYRIGHTS

CARANDO licenses the computer software on the following list: