

08-13-2001



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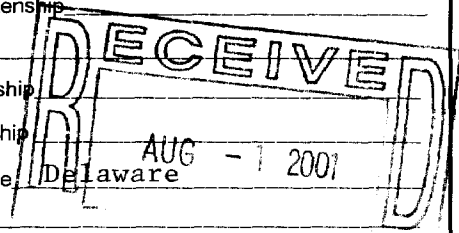
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Michael Foods, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Michael Foods of Delaware, Inc. Internal Address: Street Address: 5353 Wayzata Boulevard, Suite 324 City: Minneapolis State: MN Zip: 55416 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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



3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: June 13, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 0937191 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Peter M. Spingola, Esq. Internal Address: Kirkland & Ellis Street Address: 200 E. Randolph Dr. Suite 5300 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41): \$1,115.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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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. Peter M. Spingola Signature August 1, 2001 Date

Total number of pages including cover sheet, attachments, and document: 8

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

SCHEDULE A**U.S. TRADEMARKS**

Trademark No.	Registration Date	Mark
937191	07/04/92	IT PAYS TO DO BUSINESS WITH GOOD EGGS
1652525	07/30/91	ANGEL-WHIP
2046536	03/18/97	ANNAPOLIS BRAND
1675986	02/18/92	BAKER'S PRIDE
1897632	06/06/95	BREAKFAST DELIGHT
1662608	10/29/91	BROKE N' READY
1900038	06/13/95	CENTSABLE
1973828	05/14/96	CENTSABLE
1900032	06/13/95	DESIGN
1719555	09/22/92	DESIGN
1656372	09/10/91	DESIGN
1664242	11/12/91	EASY WAY
794880	08/24/65	EGG-VANTAGE
1888001	04/04/95	EGGSTENABLE
1856348	09/27/94	EGGVANTAGE
2062006	05/13/97	EXPRESS EGGS
2000585	09/17/96	EXPRESS EGGS
1802202	11/02/93	FRESH 'N READY
1653814	08/13/91	GOURMET CHEF'S BLEND
1828423	03/29/94	HEALTH LINE
1622718	11/13/90	HEALTHY MORN
1895645	05/23/95	HUMPTY DUMPTY

SCHEDULE A - CONT.

Trademark No.	Registration Date	Mark
1662607	10/29/91	HY-TEX
1672698	01/21/92	JERSEY PRIDE
936181	06/20/72	JET-WHIP EGG WHITES
2175337	07/21/98	JUST SHELLS
1723015	10/06/92	LENOX PRIDE
1901280	06/20/95	LITE MORN
1575312	01/02/90	LITE-N-HARDY
1922245	09/26/95	MONARK BRAND
1647535	06/11/91	NUTRI LIFE
1279553	05/29/84	NUTRI-LIFE
1862085	11/08/94	PAPETTI'S P
1843071	07/05/94	PAPETTI'S
1609936	08/14/90	PAPETTI'S
1582800	02/13/90	PAPETTI'S (Stylized)
1662609	10/29/91	PRIME-TEX
2021358	12/03/96	PURE PRO
1718433	09/22/92	QUAKER STATE FARMS INC. KLINGERSTOWN-PA
1140033	09/30/80	SCRAMBLE PACK
1766860	04/20/93	SIMPLY EGGS
815048	09/13/66	SPEED-EGG
1662606	102/9/91	SUNNY MORN
1637708	03/12/91	TABLE READY

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 13, 2001 ("Effective Date") by and between Michael Foods, Inc., a Delaware corporation, with its principal office at 5353 Wayzata Boulevard, 324 Park National Bank Bldg., Minneapolis, MN 55416 ("Assignor"), and Michael Foods of Delaware, Inc., a Delaware corporation, with its principal office at 5353 Wayzata Boulevard, Suite 324, Minneapolis, Minnesota 55416 ("Assignee").

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademarks set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Trademarks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Trademarks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for

TRADEMARK

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registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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