

09-26-2001



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1 documents or copy thereof.

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To the Assistant Commissioner for Tradem

1. Name of conveying party(ies):
Gorges/Quik-To-Fix Foods, Inc.

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

9-7-01

3. Nature of conveyance:

- Assignment
- Security Assignment
- Other _____
- Merger
- Change of Name

Execution Date: **July 23, 2001**

2. Name and address of receiving party(ies):

Name: **QTF Acquisition Sub., Inc.**
 Internal Address: **200 Commerce Street**
 Street Address: **200 Commerce Street**
 City: **Smithfield** State: **Virginia** Zip: _____

- 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

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

A. Trademark Application No.(s)

See Exhibit A of attached Assignment

B. Trademark registration No.(s)

See Exhibit A of attached Assignment

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 1.21(h))
\$ 720.00

Name: **Melvin A. Hunn**

HILL & HUNN LLP

201 Main Street, Suite 1440

Fort Worth, Texas 76102



09-07-2001

U.S. Patent & TMO/TM Mail Rcpt Dt #11

- Enclosed
- Authorized to charge any additional fees due to deposit account **50-1060**

DO NOT USE THIS SPACE

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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.

Teresa L. Gwynne

Name of Person Signing

Signature

Date

Sept 4, 01

Total number of pages including cover sheet, attachments, and documents: **6**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks, Box Assignments, 2900 Crystal Drive, Arlington, Virginia 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.

09/25/2001 JYLLWZ 00090017 1567716

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40.00 BP
425.00 BP

Refund Ref: 09/25/2001 JYLLWZ 000110342
CHECK Refund Total: 6255.00

EXHIBIT A

1. Crisp N Tender (Stylized) (Fed. Reg. No. 1,567,718)
2. Sidnie's Quality Foods (Fed. Reg. No. 2,417,880)
3. Quik-To-Fix Foods and Design (Fed. Reg. No. 2,176,679)
4. Mesquite Broil (Fed. Reg. No. 1,863,397)
5. Redi Ribs (Fed. Reg. No. 1,693,360)
6. Tastycut (Fed. Reg. No. 1,668,673)
7. Tastyrib (Fed. Reg. No. 1,669,611)
8. Charsteaks (Fed. Reg. No. 1,558,271)
9. Gorges (Fed. Reg. No. 1,480,931)
10. Grill-erts (Fed. Reg. No. 1,271,964)
11. Quik-to-Fix and Design (Fed. Reg. No. 1,040,675)
12. Tejitas (Stylized) (Fed. Reg. No. 1,537,517)
13. Tejitas Bites (Fed. Reg. No. 1,537,518)
14. Tenderbroil (Fed. Reg. No. 1,479,792)
15. Charchicken (Fed. Reg. No. 1,610,671)
16. Char D'Ourve (Fed. Reg. No. 2,662,616)
17. Grill Top Burger (Fed. Reg. No. 75/731/334)
18. Breakfast Pals (Fed. Reg. No. 1,903,684)

WP3:659104.2

57759.1001

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made this 23rd day of July 2001, by and between Gorges/Quik-To-Fix Foods, Inc., a Delaware corporation located at 9441 L.B.J. Freeway, Suite 214, Dallas, Texas ("Assignor"), and QTF Acquisition Sub., Inc., a Delaware corporation located at 200 Commerce Street, Smithfield, Virginia ("Assignee")

WHEREAS, Assignor has adopted, used, and is the present user and owner of certain marks that have been registered in the United States Patent and Trademark Office, which marks and registration numbers are listed in Exhibit A hereto (collectively, the "Registered Marks");

WHEREAS, pursuant to an Asset Purchase Agreement by and between Smithfield Foods, Inc., a Virginia corporation ("Purchaser"), and Assignor dated July 17, 2001 (the "Asset Purchase Agreement"), Assignor has agreed to sell and assign substantially all of its assets, including the Registered Marks, to Purchaser;

WHEREAS, Purchaser has assigned all of its rights and obligations under the Asset Purchase Agreement to Assignee; and

WHEREAS, Assignee desires to acquire the Registered Marks and all rights associated therewith, together with the goodwill symbolized by the Registered Marks,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest in and to the Registered Marks listed in Exhibit A, together with the goodwill of the business symbolized by the Registered Marks.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hands and seals on the date indicated below.

GORGES/QUIK-TO-FIX FOODS, INC.

By: William D. Day
Name: William D. Day
Title: PRESIDENT & CEO

QTF ACQUISITION SUB., INC.

By: _____
Name:
Title:

JUL-24-2001 TUE 08:11 PM SHFD FOODS CORPORATE

FAX NO. 757 385 3023

P. 02

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made this 23rd day of July 2001, by and between George/Quik-To-Fix Foods, Inc., a Delaware corporation located at 9441 I.B.J. Freeway, Suite 214, Dallas, Texas ("Assignor"), and QTF Acquisition Sub., Inc., a Delaware corporation located at 200 Commerce Street, Smithfield, Virginia ("Assignee")

WHEREAS, Assignor has adopted, used, and is the present user and owner of certain marks that have been registered in the United States Patent and Trademark Office, which marks and registration numbers are listed in Exhibit A hereto (collectively, the "Registered Marks");

WHEREAS, pursuant to an Asset Purchase Agreement by and between Smithfield Foods, Inc., a Virginia corporation ("Purchaser"), and Assignor dated July 12, 2001 (the "Asset Purchase Agreement"), Assignor has agreed to sell and assign substantially all of its assets, including the Registered Marks, to Purchaser;

WHEREAS, Purchaser has assigned all of its rights and obligations under the Asset Purchase Agreement to Assignee; and

WHEREAS, Assignee desires to acquire the Registered Marks and all rights associated therewith, together with the goodwill symbolized by the Registered Marks,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest in and to the Registered Marks listed in Exhibit A, together with the goodwill of the business symbolized by the Registered Marks.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hands and seals on the date indicated below.

GEORGE/QUIK-TO-FIX FOODS, INC.

By: _____
Name:
Title:

QTF ACQUISITION SUB., INC.

By: *[Signature]*
Name: *J.C. Kelly Page*
Title: *VP & CFO*

STATE OF TEXAS)
COUNTY OF Dallas) SS

The foregoing instrument was acknowledged before me this 23rd day of July, 2001, by William D. Day, President of GORGES/QUIK-TO-FIX FOODS, INC., a Delaware corporation, on behalf of the corporation.



[Handwritten Signature]
Notary Public
My Commission Expires: 8/11/04

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this 23rd day of July, 2001, by _____ of QTF ACQUISITION SUB., INC., a Delaware corporation, on behalf of the corporation.

Notary Public
My Commission Expires: _____

W72-659104A

57759.1001