



11-15-2001



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Form PTO-15 (Rev. 03/01) OMB No. 0651-0027 (03/01/2002)

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

Tab settings

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

1. Name of conveying party(ies):

Homestat Farm, Ltd.

11-9-01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Ohio Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 31, 2001

2. Name and address of receiving party(ies)

Name: National City Bank

Internal Address:

Street Address: 155 East Broad Street

City: Columbus State: Ohio Zip: 43251

Individual(s) citizenship

Association National Banking Assn.

General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

239,861; 383,792; 500,969; 53,025; 500,070; 1,067,806; 866,521; 370,757 B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Peter J. Riebling, Esq.

Internal Address: Arter & Hadden LLP

Street Address: 1801 K Street, N.W.

Suite 400K

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$215.00

- Enclosed, Authorized to be charged to deposit account (plus any deficiency)

8. Deposit account number:

01-2520

(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.

Peter J. Riebling, Esq.

Name of Person Signing

Peter J. Riebling

Signature

November 9, 2001

Date

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

5

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

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TRADEMARK REEL: 002395 FRAME: 0680



**MEMORANDUM OF SECURITY AGREEMENT
AND CONDITIONAL ASSIGNMENT**

This memorandum acknowledges that a Trademark, Service Mark, Patent, Copyright, Domain Name and License Security Agreement and Conditional Assignment (the "Agreement") was entered into on this date between **Homestat Farm, Ltd.**, an Ohio limited liability company (the "Borrower"), and **National City Bank**, a national banking association (the "Bank"), granting to the Bank a security interest in and a conditional assignment of Borrower's intellectual property including, without limitation, the trademark properties in accordance with the specific terms of that Agreement:

- Each of the U.S. Trademark Registrations and Applications as shown in Exhibit A, attached.

Dated: October 31, 2001

Homestat Farm, Ltd.

By: *William H. Stadtlander, Jr.*
 William H. Stadtlander, Jr.
 President and Chief Executive Officer

STATE OF OHIO)
)
) SS:
 COUNTY OF FRANKLIN)

On this 31st day of October, 2001 before me, a Notary Public in and for said county and state, personally appeared William H. Stadtlander, Jr., who acknowledged himself/herself to be the President and Chief Executive Officer of Homestat Farm, Ltd. ("Assignor"), which executed the foregoing instrument and who acknowledged that he/she is authorized to execute this assignment on behalf of Assignor, and that he/she did execute the foregoing assignment for and on behalf of Assignor and that such signing is the free act and deed of Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Mark B. Kogler
 Notary Public

MARK B. KUGLER, Attorney at Law
 Notary Public – State of Ohio
 My Commission Has No Expiration Date
 Section 147.03 O.R.C.

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EXHIBIT A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF MARKS AND REGISTRATIONS

WHEREAS, Conagra Grocery Products Company ("Assignor"), a Delaware corporation, has adopted, used and/or is using the marks identified on the Exhibit attached hereto ("the Marks"), which are the subjects of registrations in the United States Patent and Trademark Office ("Registrations"); and

WHEREAS, Homestat Farm, Ltd. ("Assignee"), an Ohio limited liability company, is desirous of acquiring the Marks and Registrations thereof; and

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks and Registrations, including all common law rights and claims for damages for past infringement, together with the goodwill of the business connected with the use of and symbolized by the Marks and Registrations thereof.

CONAGRA GROCERY PRODUCTS COMPANY

By: Debra L. Keith

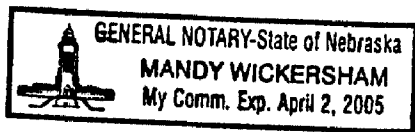
Printed Name: Debra L. Keith

Title: VICE PRESIDENT - TAX

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 29th day of October, 2001 before me, a Notary Public in and for said county and state, personally appeared Debra L. Keith, who acknowledged himself/herself to be the Vice-President, Tax of ConAgra Grocery Products Company ("Assignor"), which executed the foregoing assignment and who acknowledged that he/she is authorized to execute this assignment on behalf of Assignor, and that he/she did execute the foregoing assignment for and on behalf of Assignor and that such signing is the free act and deed of Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Mandy Wickersham
Notary Public



EXHIBIT
TO
ASSIGNMENT OF MARKS AND REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MALTEX (STYLIZED)	239,861	March 13, 1928
MAYPO (STYLIZED)	383,792	December 24, 1940
WHEATENA (LABEL DESIGN)	500,969	July 13, 1948
WHEATENA (STYLIZED)	53,025	May 22, 1906
WHEATENA (STYLIZED)	500,070	April 13, 1948
DESIGN ONLY (MAYPO GIRL)	1,067,806	June 14, 1977
DESIGN ONLY (MAYPO BOY aka MARKY MAYPO)	866,521	March 11, 1969
G WASHINGTON'S INSTANT BROTH (STYLIZED)	370,754	September 5, 1939