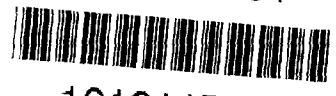


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Form PTO-1595  
1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

SHEET

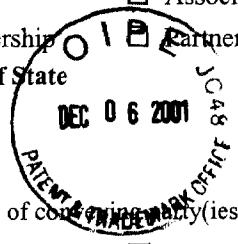
101911758

To the Honorable Commissioner of Patents and Trademarks, and the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**M.H. GREENEBAUM, INC.**

Individual(s)       Association  
 General Partnership       Partnership  
 Corporation of State of Delaware  
 Other

Additional name(s) of conveying party(ies) attached?  
 yes       no



2. Name and address of receiving party(ies)?  
**DANISH CROWN AMBA**  
**Marsvej 43**  
**DK-8900 Randers**  
**Denmark**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation- State  
 **Other -- Danish Company**

Additional name(s) & address(es) attached?  
 yes       no

Appointment(s) of Domestic Representative attached?  
 yes       no

12-6-01

3. Nature of Conveyance:

**Assignment**       Merger  
 Security Agreement       Change of Names  
 Other \_\_\_\_\_

**Execution Date: September 25, 2001**

4. Application number(s) or registration number(s):  
 If this document is being filed together with a new application, the execution date of the application is:  
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
 Registration No. 564,886  
 Registration No. 995,379  
 Registration No. 1,686,579  
 Registration No. 1,922,265

Additional numbers attached?       Yes       No

5. Name and address of party to whom correspondence concerning document should be mailed:  
**SUGHRUE MION, PLLC**  
 2100 Pennsylvania Avenue, N.W.  
 Washington, D.C. 20037-3213

6. Total number of applications and registration involved: **4**

7. Total Fee (37 CFR 3.41):      **\$115.00**  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.  
 Authorized to be charged to Deposit Account

8. Deposit Account No. 19-4880  
 (Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

Cynthia Cluett      11/26/01  
 Name      Date

**TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:**

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

Do not detach this portion  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

12/10/2001 LNUJELLER 00000058 564886

01 FC:481  
02 FC:482

40.00 DP  
75.00 CP

TRADEMARK  
REEL: 2405 FRAME: 0959



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re the Matters of:

DANISH CROWN AMBA (by assignment)

Registration No.	Issue Date	Mark
1,922,265	September 26, 1995	DANISH CROWN
1,686,579	May 12, 1992	DANISH CROWN
995,379	October 8, 1974	DANISH CROWN & Design
564,886	October 7, 1952	DANISH CROWN & Design

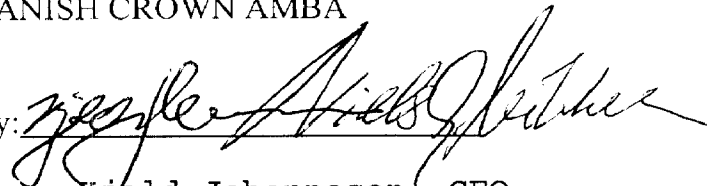
**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

SUGHRUE MION, PLLC, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C. 20037, United States of America, is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

DANISH CROWN AMBA

Date: 29th October 2001

By:   
Name: Kjeld Johannesen, CEO  
Title: Chairman Niels Mikkelsen

[Exhibit 2]

**ASSIGNMENT OF TRADEMARKS AND REGISTRATIONS**

WHEREAS, M.H. Greenebaum, Inc., having a place of business at 7 Century Drive, Parsippany, New Jersey 07054 (hereinafter referred to as ASSIGNOR), is the owner of the entire right, title and interest in and to the following Trademarks and the below identified United States Registrations thereof:

Registration No. 1,922,265, Granted September 26, 1995  
(Danish Crown)

Registration No. 1,686,579, Granted May 12, 1992  
(Danish Crown)

Registration No. 995,379, Granted October 8, 1974  
(Danish Crown & Design)

Registration No. 564,886, Granted October 7, 1952  
(Danish Crown & Design)

WHEREAS, Danish Crown AmbA, having a place of business at Marsvej 43, DK-8900 Randers, Denmark, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the above-identified trademarks and the said United States Registrations thereof:

NOW, THEREFORE, in consideration of the sum of One Dollar paid by ASSIGNEE to ASSIGNOR, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, ASSIGNOR does hereby assign, transfer and sell to ASSIGNEE all of its right, title and interests in and to the above-identified trademarks and the said United States Registrations thereof, together with the goodwill of the business appurtenant to and symbolized by said trademarks in the United States, the same to be held and enjoyed by

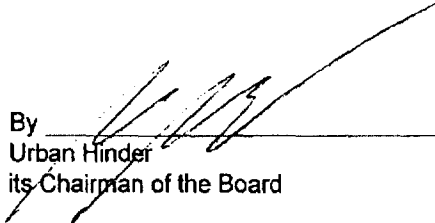
Page 1 of 2

**TRADEMARK**  
**REEL: 2405 FRAME: 0961**

said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer not been made.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized officer as of the Sept. day of 25<sup>th</sup>, 2001.

M.H. Greenebaum, Inc.

By   
Urban Hinder  
its Chairman of the Board

**NOTARIAL ACKNOWLEDGEMENT**

State of New Jersey

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared Urban Hinder, the person who signed this instrument, who acknowledged that he signed it on behalf of the ASSIGNOR with authority to do so.

\_\_\_\_\_  
Notary Public

[Seal]

Beurk.Reg.Zl.: 1014/2001

Die Echtheit der für die Firma "M.H. Greenebaum, Inc." mit dem Sitz in New Jersey 07054, U.S.A., abgegebenen und durch Herrn Ing. Urban HINDER, wohnhaft in CH-8458 Dorf, Breite Straße 13, vollzogenen Unterschrift wird beglaubigt. -----

Bregenz, am 25.9.2001 (fünfundzwanzigsten September zweitausendeins). ----



**WRITTEN CONSENT**  
**OF**  
**THE BOARD OF DIRECTORS**  
**OF**  
**M.H. GREENEBAUM, INC.**  
**IN LIEU OF MEETING**

The undersigned, being the sole members of the Board of Directors of M.H. Greenebaum, Inc. (the "Company"), and acting by written consent in accordance with the Delaware General Business Corporation Law (the "GCL") and consistent with the provisions of the Certificate of Incorporation and Bylaws of the Company, hereby consent to the adoption of the following resolutions and to the taking of the actions contemplated thereby, in each case, with the same force and effect as if presented to and adopted at a meeting of said Board of Directors:

**WHEREAS**, the Company desires to enter into a certain agreement (the "Agreement") between the Company, as Seller, and Danish Crown AmbA, (the Buyer").

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the proposed form, terms, provisions, execution and delivery of the Agreement with all related documents including without limitation the exhibits and schedules thereto (the "Agreement") among the Company and the Buyer thereto is hereby authorized, approved, and adopted in all respects; and be it further

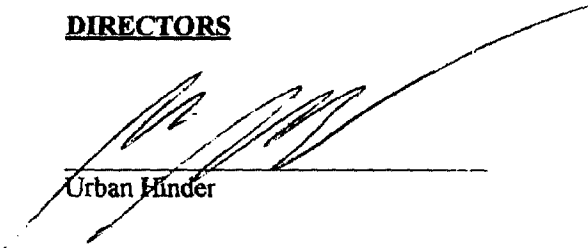
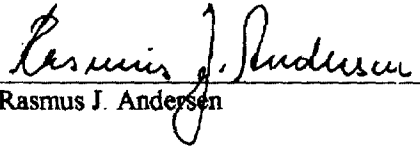

**RESOLVED**, that all actions taken or things done by the directors and representatives of the Company on behalf of the Company in connection with the negotiation and preparation of the Agreement be and hereby are approved; and be it further

**RESOLVED**, that any of the directors of the Company (including, without limitation, Urban Hinder), (the "Authorized Directors") be, and they hereby are, and each of them acting singly hereby is, authorized and directed to execute, deliver and perform the Agreement and related documents on behalf of the Company thereof, together with such other agreements, instruments, statements and writings contemplated by the Agreement or as the director executing the same may deem desirable or necessary in connection therewith and to which the Company is a party, all with such changes therein and modification thereof as any such director shall authorize and approve as necessary or appropriate, authorization and approval, and be it further

**RESOLVED**, that any of the Authorized Directors or representatives of the Company (including without limitation Urban Hinder) acting singly is authorized and empowered to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such documents, instruments and ancillary papers, in the name of and on behalf of the Company or otherwise, as any of such Authorized Directors (including without limitation Urban Hinder) acting singly in his discretion may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions or perform the obligations of the Company under all documents, instruments and agreements executed in connection with the Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this written consent as of the fifth day of September, 2001.

**DIRECTORS**

  
\_\_\_\_\_  
Urban Hinder  
\_\_\_\_\_  
Rasmus J. Andersen  
\_\_\_\_\_  
Reinhard Bechter  
\_\_\_\_\_  
Lukas Feurstein