

MRD 4/8/02

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

102045997

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

1. Name of conveying party(ies):

Rochester Meat Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State Minnesota Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 16, 2001

2. Name and address of receiving party(ies)

Name: J.S. Bank National Association

Internal

Address: EP-MN-M5BC

Street Address: 601 Second Avenue South Minneapolis MN 55402 City: State: Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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)

B. Trademark Registration No.(s)

2044356 2338856 2457165 2490426

Additional number(s) attached Yes No

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

Name: Steven J. Ryan, Esq.

Internal Address:

Briggs and Morgan, P.A.

2400 IDS Center

Street Address: 80 South Eighth Street

Minneapolis MN 55402 City: State: Zip:

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed Authorized to be charged to deposit account (For Deficiency Only)

8. Deposit account number:

02-3732

(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. Briggs and Morgan, P.A.

Steven J. Ryan, Esq. Name of Person Signing

Signature

11-17-2001 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

04/08/2002 6TON11 00000127 2044356

01 FC:481 40.00 DP 02 FC:482 75.00 DP

TRADEMARK REEL: 002477 FRAME: 0329

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office
Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Loan and Security Agreement dated as of November 16, 2001 (as the same may be amended, modified, extended or restated from time to time, the "Loan Agreement") from ROCHESTER MEAT COMPANY, a Minnesota corporation (the "Debtor") in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), the Borrower has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender:

TRADEMARKS

<u>Serial/Reg. No.</u>	Description of Trademark <u>Item</u>	Date of <u>Filing/Issue</u>
2,044,356	"THE CLOUD and Design"	03/11/97
2,338,856	"THE THUNDER CLOUD"	04/04/00
2,457,165	"PORTION CLASSICS and Design"	06/05/01
2,490,426	"THE CLOUD DELUXE and Design"	09/18/01

TRADEMARK APPLICATIONS

<u>Application No.</u>	Description of Trademark <u>Applied For</u>	Date of <u>Application</u>
	None.	

The Debtor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Loan Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ROCHESTER MEAT COMPANY, a Minnesota corporation

By *James R. Hargrave*
Its *President*

Acknowledged and accepted:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By *Christopher A. Street*
Its VICE PRESIDENT