

07-31-2002



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 07/10/02

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment **License**

Security Agreement **Nunc Pro Tunc Assignment**

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/30/2002 DBYRNE 00000132 1890411

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 400.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D. C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D. C. 20231

TRADEMARK
REEL: 2552 FRAME: 0752

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages **Enter the total number of pages of the attached conveyance document including any attachments.** #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1890411"/>	<input type="text" value="1651207"/>	<input type="text" value="2263770"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2010539"/>	<input type="text" value="2109886"/>	<input type="text" value="1857326"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1998657"/>	<input type="text" value="2206030"/>	<input type="text" value="1071905"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Melanie J. Neumann
Name of Person Signing

Melanie J Neumann
Signature

7-9-02
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year
04/27/2001

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1722237"/>	<input type="text" value="1745960"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1399713"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1784949"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1851242"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1772509"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2336243"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1684866"/>	<input type="text"/>	<input type="text"/>

ACKNOWLEDGEMENT OF ASSIGNMENT

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated February 20, 2001 (the "Purchase Agreement"), between Imperial Sugar Company, a Texas corporation, and Hormel Foods Corporation, a Delaware corporation ("Hormel"), and pursuant to that certain Assignment and Bill of Sale, dated April 27, 2001 (the "Bill of Sale"), executed in favor of Hormel by, among others, Ragus Holdings, Inc., a Delaware corporation ("Assignor"), Assignor has assigned the marks identified in Schedule 1 (the "Marks") to Hormel;

NOW, THEREFORE, in furtherance of the Purchase Agreement and the Bill of Sale, Assignor does hereby acknowledge its assignment, effective as of April 27, 2001 (the "Assignment"), to Hormel of all right, title, and interest in and to the Marks, together with the goodwill associated with the Marks. Such Assignment includes all claims for profits and damages and other legal or equitable relief available to Assignor by reason of past and/or current infringement or dilution, deceptive trade practices, or unfair competition involving the Marks.

The Assignment shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Hormel.

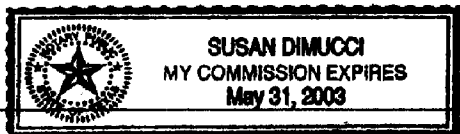
RAGUS HOLDINGS, INC.

Date: April 27, 2001

By: W.F. Schwer
Name: William F. Schwer
Title: President

STATE OF TEXAS)
COUNTY OF FT. BEND) ss.

I, a notary public in and for the county and state aforesaid, do hereby certify that WILLIAM F. SCHWER, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she is PRESIDENT of Ragus Holdings, Inc., that he/she signed, sealed and delivered said instrument as his/her free and voluntary act and deed for the uses and purpose therein set forth, and that he/she had full authority in this regard to act on behalf of Ragus Holdings, Inc.



Susan Dimucci
Notary Public

Schedule 1

MARK	REGISTRATION NO.	REGISTRATION DATE
EGGS BENEFIT	2,206,030	11/24/98
MED PASS	2,263,770	07/20/99
MIGHTYSHAKES	1,651,207	07/16/91
SINFREE	2,109,886	10/28/97
MENU MAGIC	1,071,905	08/23/77
MENU MAGIC	1,722,237	10/06/92
MENU MAGIC (and Design)	1,399,713	07/01/86
MENU MAGIC ARTIFICIALLY FLAVORED CUSTARD	1,745,960	01/12/93
MAGIC CUP	1,857,326	10/04/94
PUREE PLUS	1,772,509 (cancelled 1/24/00)	05/18/93
PUREE PLUS	2,336,243	03/28/00
ULTRASHAKE	1,998,657	09/03/96
PUREE ENTREE	1,684,866	04/28/92
PUREE SHAPE & SERVE	2,010,539	10/22/96
THICKEN RIGHT	1,784,949	07/27/93
206	1,890,411	04/18/95
ULTRA	1,851,242	08/30/94
MED PASS	879,873	05/28/98
MENU MAGIC	427,749	05/27/94
MENU MAGIC	5008565	
206 SHAKE	Common Law	
DIAMOND CRYSTALS	Common Law	
GREAT SHAKE(S)	Common Law	
GREAT SHAKE(S) JR.	Common Law	
HiProCal	Common Law	
MULTI MIX	Common Law	
NUTRA THIK	Common Law	
ULTRA THICK	Common Law	

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 20, 2001, by and among IMPERIAL SUGAR COMPANY, a Texas corporation ("Seller") and HORMEL FOODS CORPORATION, a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is a debtor in a Chapter 11 case, case numbers 01-00140-00176 (the "Case"), pending before the Court (as hereinafter defined);

WHEREAS, Seller desires to sell or cause to be sold to Buyer all of the Assets (as defined herein), and Buyer desires to purchase such Assets and to assume all of the Assumed Liabilities (as defined herein), upon the terms and subject to the conditions set forth herein (the "Acquisition");

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

In addition to terms used and otherwise defined herein, as used in this Agreement (including the Schedules and Exhibits hereto), the following definitions shall apply:

1.1 "Affiliate" of a specified Person means a Person that directly or indirectly controls or is controlled by, or is under common control with, the Person specified.

1.2 "Ancillary Agreements" means the Co-Pack Agreement in the form attached hereto as Exhibit A and the Escrow Agreement in the form attached hereto as Exhibit B.

1.3 "Bankruptcy Code" shall mean Title 11 of the United States Code, §§101, et seq., as amended and in effect on the Petition Date.

1.4 "Base Inventory Amount" means \$4,671,836.

1.5 "Business" means the business conducted by Seller and the Seller Entities immediately prior to the Closing relating to the research, development, manufacture, outsource manufacture, marketing, distribution and sale of the Products.

1.6 "Business Know-How" means manufacturing and other know-how (including proprietary know-how and use and application know-how), trade secrets, formulas, processes, Product formulations and specifications, ingredient lists, packaging and labeling specifications, business information, including customer lists, and all books and records relating to any of the foregoing.

1.7 “Code” means the Internal Revenue Code of 1986, as amended, and any reference to any particular Code provision shall be interpreted to include any revision of or successor to such provision regardless of how numbered or classified.

1.8 “Court” shall mean the United States District Court for the District of Delaware having jurisdiction over the Case and, to the extent of any reference under Section 157, Title 28, United States Code, the unit of such District Court constituted under Section 151, Title 28, United States Code.

1.9 “Final Order” shall mean (i) an order of the Court as to which the time to appeal, petition for certiorari or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for reargument or rehearing shall then be pending, or (ii) if an appeal, writ of certiorari, reargument or rehearing thereof has been filed or sought, such order of the Court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied or reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

1.10 “Interim Order” shall mean an order of the Court entered in the Case in the form attached hereto as Exhibit C.

1.11 “Inventory” means, as of any date, all finished Products (excluding (i) inventory in excess of the 12 months requirement of the Business based on (A) Products sold by the Business during the twelve months preceding such date with respect to Products sold for a full 12 months prior to such date and (B) an annualized amount for Products sold for less than a full 12 months prior to such date; (ii) inventory that is within three months of its date of expiration and (iii) inventory and related Product-specific raw materials that (A) are affected by the decision of SYSCO Corporation made in January 2001 not to purchase certain Products and (B) Seller does not reasonably expect SYSCO Corporation to purchase on or prior to July 1, 2001) held for sale, work in process, Product specific raw materials, trial-sized products used for sampling, supplies and ingredients, packaging materials and labels, in each case that are held or used exclusively in connection with the Business as of such date.

1.12 “Inventory Amount” means the total book value of the Inventory as of the close of business on the Closing Date calculated in accordance with Schedule 1.12.

1.13 “Liability” means any liability, obligation, debt, undertaking or commitment of any nature, whether known or unknown, accrued, absolute, contingent or otherwise, and whether due or to become due.

1.14 “Person” means any individual, corporation, partnership, limited liability company, business trust, joint stock company, trust, unincorporated organization, joint venture,

firm or other entity, or a government or any political subdivision or agency, department or instrumentality thereof.

1.15 “Petition Date” shall mean January 16, 2001, the date on which the Case was commenced in the Court.

1.16 “Products” means the products and products under development identified on Schedule 1.16 attached hereto.

1.17 “Seller Entities” means the wholly owned subsidiaries of Seller listed on Schedule 1.17 participating in the Business or holding any Assets.

1.18 “Sale Order” shall mean a Final Order of the Court which, among other things, contains the provisions described in Section 5.9 and is otherwise in form and substance reasonably satisfactory to Buyer and Seller.

1.19 “Trademarks” means any words, names, logos, symbols, designs or devices or any combination thereof, whether or not registered, used to identify and distinguish the Products from those manufactured or sold by others and to indicate the source of the goods.

1.20 “Transfer Taxes” means any tax, and all sales and use, excise, value added, transfer, stamp, recording, documentary, registration, conveyancing or similar taxes, duties or other expenses related to the transactions contemplated by this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions of this Agreement, at the Closing Seller shall, and shall cause each of the Seller Entities to, sell, convey, transfer and assign to Buyer, and Buyer shall purchase from Seller and the Seller Entities, the Assets for an aggregate cash purchase price of \$65,000,000 (the “Closing Date Purchase Price”), payable and subject to further adjustment as set forth in Section 3.2. The Closing Date Purchase Price payable at Closing, after deducting the Escrow Amount in accordance with Article III, shall be apportioned among (and paid directly to) Seller and the Seller Entities based on Seller’s good faith estimate, to be delivered to Buyer at least three business days prior to the Closing Date, of the expected allocation of the Final Purchase Price contemplated by Section 2.6, subject to reapportionment among Seller and the Seller Entities upon completion of the final allocation of the Final Purchase Price.

2.2 Assets. Buyer shall acquire the Assets free and clear of all Liabilities (other than Permitted Liens), except as expressly included in the Assumed Liabilities. The term “Assets” shall mean all right, title and interest of Seller and the Seller Entities in the following assets relating to the Business:

SCHEDULE 1.17

SELLER ENTITIES

Diamond Crystal Specialty Foods, Inc.
Menu Magic, Inc.
Ragus Holdings, Inc.

SCHEDULE 2.2.3

INTELLECTUAL PROPERTY

HOU03:740100.2 rc

Redacted Version (02/19/01)

RECORDED: 07/10/2002

**TRADEMARK
REEL: 2552 FRAME: 0761**