

09-27-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼



102235370

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

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

1. Name of conveying party(ies):

ConAgra Brands, Inc.
Nebraska corporation

9.24.02

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

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

3. Nature of conveyance:

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

Execution Date: 09/17/2002

2. Name and address of receiving party(ies)

Name: Swift Brands Company

Internal
Address: _____

Street Address: 1770 Promontory Circle

City: Greeley State: CO Zip: 80634

- 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) _____
76409642

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: Patrick C. Stephenson

Internal Address: _____

McGrath, North, Mullin & Kratz, P.C.

Street Address: _____

222 South 15th Street, Suite 1400

City: Omaha State: NE Zip: 68102

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Patrick C. Stephenson

Name of Person Signing

Signature

9/17/02

Date

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

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

09/26/2002 TDIAZ1 00000126 76409642

01 FC:481

40.00 DP

TRADEMARK
REEL: 002589 FRAME: 0479

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is to be effective as of September 17, 2002, and is entered into by and among ConAgra Brands, Inc., a Nebraska corporation, ("Assignor"), and Swift Brands Company, a Delaware corporation, ("Assignee").

WHEREAS, Assignor, having its principal offices at One ConAgra Drive, Omaha, Nebraska 68102, U.S.A., is the owner of the trademark(s) and the associated registration(s) and/or application(s) for registration thereof existing in the United States Patent and Trademark Office listed on Exhibit A attached hereto (collectively, the "Marks").

WHEREAS, Assignee, having its principal offices at 1770 Promontory Circle, Greeley, Colorado 80634, U.S.A., is desirous of acquiring all right, title and interest in and to said Marks as part of the Agreement between HMTF Rawhide, L.P., ConAgra Foods, Inc., and S&C Holdco, Inc., dated May 20, 2002 (the "Purchase Agreement").

NOW THEREFORE, be it known that for Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the United States in and to said Marks, together with the goodwill of the business symbolized by said Marks, any future registrations of said Marks, and all common law rights associated with said Marks, and, to the extent not retained by ConAgra Foods, Inc. in the Purchase Agreement, any and all causes of action and other rights assertable under said Marks, the right to sue third parties for infringement of or improper activities regarding said Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Signed this 17th day of SEPTEMBER, 2002.

CONAGRA BRANDS, INC.

Assignor

By: Scott E. Messel
Name: SCOTT E. MESSEL
Title: VICE PRESIDENT, TREASURER

SWIFT BRANDS COMPANY

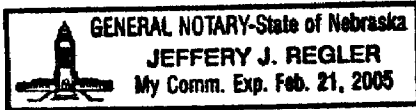
Assignee

By: Dwight J. Goslee
Name: DWIGHT J. GOSLEE
Title: PRESIDENT AND SECRETARY

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

I, Jeffery J. Regler, Notary Public, do hereby certify that SCOTT E. MEJEL, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed VICE PRESIDENT, TREASURER of Assignor, legally constituted for a period of tenure not yet expired, that he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 17th day of SEPTEMBER, 2002.

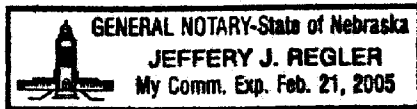


[Signature]
Notary Public
My Commission Expires: 2/21/2005

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

I, Jeffery J. Regler, Notary Public, do hereby certify that DWIGHT J. GOSLEE, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed PRESIDENT AND SECRETARY of Assignee, legally constituted for a period of tenure not yet expired, that he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 17th day of SEPTEMBER, 2002.



[Signature]
Notary Public
My Commission Expires: 2/21/2005