

02-11-2003

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



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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):

Rymer Foods, Inc. 5-28-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: February 22, 2002

2. Name and address of receiving party(ies)

Name: Colorado Boxed Beef/Chicago, LLC

Internal Address:

Street Address: 302 Progress Road

City: Auburndale State: FL Zip: 33823

- Individual(e) citizenship Association General Partnership Limited Partnership Corporation-State FL Limited Liability Co. 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) 73/830, 279; 74/009,085;75/193,937;75/445,448; 74/262,661

B. Trademark Registration No. (s) 1,621,431; 1,629,307;2,507,295;2,217,437;1,820,046

Additional number(s) attached Yes No

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

Name: Kristen B. Kieffer, Esq.

Internal Address:

Street Address: 141 Fifth Street, NW

City: Winter Haven State: FL Zip: 33881

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Kristen B. Kieffer Name of Person Signing

Kristen Kieffer Signature

4-25-02 Date

Total number of pages including cover sheet, attachments, and document: 4

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

OFFICE OF PUBLIC RECORDS FINANCE SECTION 2002 MAY 28 AM 11:50

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ASSIGNMENT OF TRADEMARKS

This assignment is made February 22, 2002, between RYMER MEAT, INC. and RYMER FOODS, INC., each of which is an Illinois corporation, and each of which has an address of 4500 South Packers Avenue, Chicago, IL 60609, and COLORADO BOXED BEEF/CHICAGO, LLC, a Florida limited liability company, ("CBBC"), whose address is 302 Progress Road, Auburndale, FL 33823.

Recitals

Rymer Meat and Rymer Foods have negotiated an agreement with CBBC by which Rymer Meat and Rymer Foods have agreed to sell and CBBC has agreed to purchase certain trademarks owned by either Rymer Meat or Rymer Foods. The agreements are set forth below:

In consideration for the payment of \$20,000 and other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree:

1. Rymer Meat and Rymer Foods hereby assign to CBBC all of their right, title, and interest in and to the trademarks listed on Exhibit A (collectively the "Marks"), together with the goodwill of the business symbolized by the Marks, as well as the right to take legal action against infringements occurring either before or after the date of this assignment, and the right to collect and retain all monetary and other benefits derived from each of the Marks.

2. Rymer Meat and Rymer Foods warrant:

A. Each of Rymer Meat and Rymer Foods is a corporation duly authorized, validly existing, and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on its part.

B. Exhibit A accurately lists trademarks owned or controlled by either Rymer Meat or Rymer Foods as of the date hereof and accurately reflects the existence and status of the trademarks and all applications and registrations pertaining thereto as of the date hereof.

C. No person or entity other than Rymer Meat or Rymer Foods owns, controls, or has a right to have assigned to it any right, title, or interest in any of the Marks.

D. Either Rymer Meat or Rymer Foods has absolute title to each Mark listed on Exhibit A free and clear of all liens.

E. Rymer Meat and Rymer Foods will at their own expense and using commercially reasonable efforts, protect and defend the Marks against all claims or demands of all persons other than CBBC.

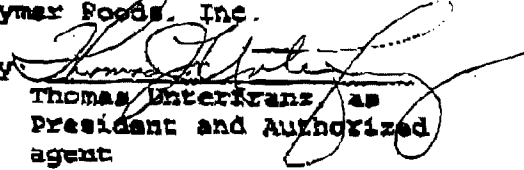
F. To facilitate CBBC's rights hereunder, Rymer Meat and Rymer Foods irrevocably appoint (which appointment is coupled with an interest) CBBC or its delegate, as the attorney-in-fact of Rymer Meat and Rymer Foods with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse, or file in the name and on behalf of Rymer Meat or Rymer Foods, any and all instruments, documents, applications, and other agreements and writings necessary to transfer ownership of the Marks to CBBC, to enforce or use the Marks, or to grant or issue any exclusive or nonexclusive license under the Marks to any third party, or to sell, assign, transfer, pledge, encumber, or otherwise transfer title in or dispose of the Marks to any third party. Rymer Meat and Rymer Foods hereby ratify all that such attorney shall lawfully do or cause to be done by virtue thereof.

G. Rymer Meat and Rymer Foods agree that they will promptly and diligently execute all documents necessary to transfer ownership of the Marks to CBBC. Rymer Meat and Rymer Foods further agree that they will assist CBBC in the prosecution of any application by CBBC for the transfer of the ownership of the Marks to CBBC, and further assist CBBC in the prosecution of legal proceedings maintained on behalf of CBBC to enforce its rights under this Agreement.

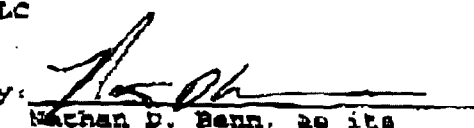
3. This Agreement is effective as of the time it has been signed on behalf of Rymer Meat, Rymer Foods, and CBBC. When this Agreement becomes effective, all licenses, fees, or royalties with respect to each Mark, the right to sue for past, present, and future infringement, dilution, and damages therefor, and licenses thereunder, and the right to use all Marks shall be fully vested in CBBC and Rymer Meat nor Rymer Foods no longer shall have any of these rights.

IN WITNESS WHEREOF, the parties have caused this document to be duly and legally executed.

Rymer Meat, Inc. and
Rymer Foods, Inc.

By: 
Thomas Unterkrans, as
President and Authorized
agent

Colorado Boxed Beef/Chicago,
LLC

By: 
Nathan D. Benn, as its
Chief Financial Officer
and Authorized Agent

Feb 21. 2002 4:29PM PETERSON & MYERS

Exhibit A

MARK: ANGLIS RANCH

Reg. No. 2217437, registered January 12, 1999

Applicant: Rymer Foods, Inc.

MARK: CHICAGO'S CHOICE

Appln. No. 75/193937, filed November 6, 1996

Applicant: Rymer Foods, Inc.

Statement of Use was filed May 14, 2001

MARK: DAR FOODS

Reg. No. 1820046, registered February 8, 1994

Original Owner: Dar Foods Corp.

Assignment from Dar Foods Corp. to Rymer Meats, Inc.

Signed January 28, 1999

Recorded January 28, 2000

MARK: RYMER

Reg. No. 1629307, registered December 25, 1990

Renewed

Original Owner: Rymer Foods, Inc.

Assignment from Rymer Foods to LaSalle National Bank, as agent (not a security interest)

Signed April 7, 1995

Recorded April 20, 1995

MARK: GUEST-READY

Reg. No. 1621431, registered November 6, 1990

Renewed

Original Owner: Rymer Foods, Inc.

Assignment to LaSalle National Bank, as agent (not as security interest)

Release and reassignment in 1997 back to Rymer Foods, Inc.