

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Great Lakes Kraut Company, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other New York limited liability company

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

2. Name and address of receiving party(ies)
Name: Great Lakes Kraut Company, LLC
Internal
Address: _____
Street Address: P.O. Box 217
City: Bear Creek State: Wisconsin Zip: 54922

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Wisconsin limited liability company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 03/02/03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
see schedule A

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nicholas A. Kees; Godfrey & Kahn, S.C.
 Internal Address: _____
 Street Address: 780 N. Water Street
 City: Milwaukee State: WI Zip: 53202

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account for any deficiencies


8. Deposit account number:
07-1509

(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.

Nicholas A. Kees
 Name of Person Signing


 Signature

4/4/03
 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

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
SILVER FLOSS	547,472
SILVER FLOSS with design	1,151,153
VICTOR	1,426,706
CORTLAND VALLEY	1,445,394
KRRRRISP KRAUT	1,480,287
FLANAGAN	(unregistered)

TRADEMARK ASSIGNMENT

WHEREAS, Great Lakes Kraut Company, LLC, a New York limited liability company having its principal place of business in Shortsville, New York, ("ASSIGNOR") is the owner of the entire right, title and interest in and to the trademarks listed on attached Schedule A (hereinafter the "Trademarks") together with any registrations, applications and the goodwill of the business associated therewith; and

WHEREAS, Great Lakes Kraut Company, LLC, a Wisconsin limited liability company having its principal place of business in Bear Creek, Wisconsin, ("ASSIGNEE"), desires to acquire ASSIGNOR's entire right, title and interest in and to the Trademarks worldwide, together with the goodwill of the business associated therewith;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment of ASSIGNEE to ASSIGNOR of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to the Trademarks, together with the goodwill of the business associated therewith.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale. ASSIGNOR agrees to execute and deliver at the request of ASSIGNEE, all papers, instruments, and assignments, and to perform any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR's rights, title, and interest in and to the Trademarks to the ASSIGNEE.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 2nd day of March, 2003.

GREAT LAKES KRAUT COMPANY, LLC, ASSIGNOR

By: 

Name: DAVID J. PICO

Title: VP - Finance

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