

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vienna Beef Ltd.		04/16/2003	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Distinctive Foods LLC		
Street Address:	654 South Wheeling Road		
City:	Wheelinig		
State/Country:	ILLINOIS		
Postal Code:	60090		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Registration Number:	1778016		
CORRESPONDENCE DATA			
Fax Number:	(312)984-3220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-629-7370		
Email:	darlene.gentry@bfkpn.com		
Correspondent Name:	Malcolm McCaleb, Jr./Barack Ferrazzano et al LLC		
Address Line 1:	333 W. Wacker Drive, Suite 2700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	DIFO-013		
NAME OF SUBMITTER:	Darlene Gentry-Barbusch		

Total Attachments: 2

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**TRADEMARK
REEL: 002637 FRAME: 0717**

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ASSIGNMENT OF TRADEMARKS

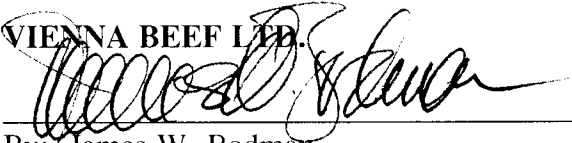
WHEREAS, Vienna Beef Ltd., an Illinois corporation, having its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647, USA (“Assignor”), is the sole and exclusive owner of the Trademarks described in the Schedule attached hereto and made a part hereof.

WHEREAS, Distinctive Foods LLC., a Delaware limited liability company, having its principal place of business at 654 South Wheeling Road, Wheeling, Illinois 60090, USA (“Assignee”), desires to acquire the entire right, title and interest in, to and under the said Trademarks and any registrations and applications for registration thereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in, to and under said Trademarks and any registrations and applications for registration thereof (“Trademarks”), together with the entire business and goodwill of the business associated with and symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made. Assignor further agrees, at Assignee’s expense, to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

AND, said Assignor hereby covenants that it has full right to convey the entire interest herein assigned, along with that portion of its business which has developed the goods to which the Trademarks pertain.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 16th day of April, 2003, nunc pro tunc May 24, 2000.

VIENNA BEEF LTD.


By: James W. Bodman
Its: President

UNITED STATES

SCHEDULE

MARK	REG. NO.	REG. DATE
WUNDERBAR	1778016	22 June 1993