

01-30-2003

Form PTO-1594
(Rev. 10/02)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102351897

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

1. Name of conveying party(ies): 1-28-03
Maxi Poultry Co., Ltd.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Quebec, Canada corporation

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

2. Name and address of receiving party(ies)
Name: Maxi Canada Inc.
Internal Address: P.O. Box 61
Street Address: 688 du Parc
St. Lin-Laurentides
City: _____ State: Quebec Zip: J0R 1C0
Canada

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Brunswick, Canada
 Other _____ corporation

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: October 4, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/167340 75/901377
76/224354 75/868316
76/069161 76/069160

B. Trademark Registration No.(s)
2238491 1952100
2418544 2155912
2380164 1883710

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donna R. Gasiorowski
Internal Address: Senior Legal Assistant to
Krista L. Nunemaker
Kirkland & Ellis
Street Address: 200 East Randolph Drive
City: Chicago State: Illinois Zip: 60601

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00
 Enclosed
 Authorized to be charged to deposit account
any over or under payments

8. Deposit account number:
22-0440
(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.

Donna R. Gasiorowski Donna R. Gasiorowski 1/28/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

FINANCE SECTION
JAN 28 PM 3:17

01/30/2003 ECOOPER 00000008 75167340

01 FC:0581
02 FC:0582

38641-7 40.00 OP
275.00 OP

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

TRADEMARK
REEL: 002661 FRAME: 0627

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 4, 2002 ("Effective Date") by and between Maxi Poultry Co., Ltd., a Quebec corporation, with its principal office at P.O. Box 61, 688 du Parc, St.-Lin-Laurentides, Quebec J0R 1C0, Canada ("Assignor"), and Maxi Canada Inc., a New Brunswick corporation, with its principal office at 688 du Parc, P.O. 61, St.-Lin-Laurentides, Quebec, J0R 1C0 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated October 4, 2002 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and the United States applications for trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MANI POULTRY CO., INC

MAXI CANADA INC.

Name: Andrew Friedman

Name: Andrew Friedman

Title: Director and Executive Vice President

Title: Director and President and Secretary

City
STATE OF montreal)
PROVINCE) SS.
COUNTY OF Quebec)

On this ²¹4th day of October, 2002, there appeared before me ANDREW FRIEDMAN personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority Maxi Poultry Co., Ltd.

Rita Hindoyan
RITA HINDOYAN Notary Public
my commission is for life.

City
STATE OF montreal)
PROVINCE) SS.
COUNTY OF Quebec)

On this ²¹4th day October, 2002, there appeared before me ANDREW FRIEDMAN personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority Maxi Canada Inc.

Rita Hindoyan
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