

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
American Farms Corporation

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

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

2. Name and address of receiving party(ies)
Name: Hoopeston Foods, Inc.
Internal Address: c/o John L. Steele
Street Address: Two Appletree Square, # 242
City: Bloomington State: MN Zip: 55425

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

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

Execution Date: April 19, 2002
(Purchase Agreement attached)

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
N/A

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1468492

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Hoopeston Foods, Inc.
 Internal Address: c/o John L. Steele

 Street Address: Two Appletree Square, # 242

 City: Bloomington State: MN Zip: 55425

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
Previously paid (see
 Enclosed attachments) on 11/14/02
 Authorized to be charged to deposit account

8. Deposit account number:

 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

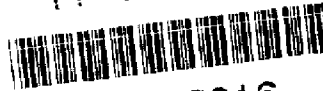
9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeri M. Hildman Jeri M. Hildman 6-02-03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

11-15-2002



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

RE

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):

American Farms Corporation 19 South Madison Street Waupun, WI 53963

11-13-02

- 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 Sale

Execution Date: April 19, 2002

2. Name and address of receiving party(ies)

Name: Hoopeston Foods, Inc.

Internal Address: c/o John L. Steele

Street Address: Two Appletree Square, Ste. 242

City: Bloomington State: MN Zip: 55425

- 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)

B. Trademark Registration No.(s) 1468492

Additional number(s) attached Yes No

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

Name: Hoopeston Foods, Inc.

Internal Address: c/o John L. Steele

Street Address: Two Appletree Square, Ste. 242

City: Bloomington State: MN Zip: 55425

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:

N/A

DO NOT USE THIS SPACE

9. Signature.

Wm. Preston Osteen Name of Person Signing

Wm. Preston Osteen Signature

4-19-02 Date

Total number of pages including cover sheet, attachments, and document: 2

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

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PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is dated April 19, 2002, and is by and between American Farms Corporation, a Wisconsin corporation ("AFC") and Hoopeston Foods, Inc., a Delaware corporation ("HFI").

WITNESSETH:

WHEREAS, HFI is engaged in the business of producing, packaging, distributing and marketing a variety of canned food products;

WHEREAS, AFC is in the business of marketing and distributing a variety of canned vegetable products; and

WHEREAS, AFC desires to transfer, sell, convey and assign the Trademark (as defined herein), and HFI desires to purchase and obtain the Trademark (as defined herein), for the consideration and on the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE I TRANSFER OF TRADEMARK

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, AFC shall sell, convey, assign, transfer and deliver to HFI, and HFI shall purchase and acquire from AFC, free and clear of any encumbrances, all of AFC's right, title and interest in and to the name, trademark and Word Mark, "*American Farms*," as more fully described on Schedule 1, attached hereto (the "Trademark").

ARTICLE II PURCHASE PRICE; PAYMENT OF TAXES.

Section 2.01. Consideration. As consideration for the sale and transfer of the Trademark, HFI shall pay to AFC the amount of \$6,500.

Section 2.02. Payment of Taxes. AFC shall pay any and all sales or transfer taxes imposed on account of the sale and transfer of the Trademark as contemplated herein.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01. Representations, Warranties and Covenants of AFC. AFC hereby represents, warrants and covenants to HFI as follows:

(a) AFC is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has the corporate power to carry on its business and

all the necessary power and authority to execute this Agreement and consummate the transactions contemplated herein.

(b) The execution and delivery of this Agreement by AFC and the performance by AFC of all obligations to be performed by AFC hereunder have been duly authorized by all necessary and appropriate corporate action. This Agreement constitutes a valid and legally binding obligation of AFC in accordance with the provisions hereof.

(c) Neither the execution and delivery of this Agreement by AFC, nor the consummation of the transactions contemplated herein will (i) violate any provision of the Articles of Incorporation, as amended, or Bylaws of AFC; (ii) violate any provision of, or cause a termination of or accelerate the performance required by, any material contract or agreement, whether oral or written, to which AFC is a party; (iii) result in the creation of a lien upon the Trademark; or (iv) cause a material default or breach under any of the provisions of any agreement to which AFC is a party, or by which AFC is bound.

(d) AFC will convey to HFI, good and marketable title to the Trademark, free and clear of all liens, security interests, encumbrances and restrictions of any kind whatsoever.

(e) There are no claims of any nature against AFC pending or, to AFC's knowledge, threatened, which, if successful, could have a material adverse effect on the Trademark. AFC has not received notice of any unresolved violation of any federal, state or local law or regulation with respect to the Trademark.

(f) All taxes and assessments against or with respect to the Trademark, or AFC which are due before the Closing Date or have accrued before the Closing Date have been or will be paid in full by AFC when due. All income, sales, employment and other taxes with respect to the Trademark and all penalties and interest thereon, which are due on or before the Closing Date or have accrued before the Closing Date have been or will be paid in full by AFC when due.

(g) No representation or warranty contained in this Agreement, or any statement, exhibit, certificate or other document furnished to or to be furnished to HFI pursuant hereto in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statement contained herein or therein not misleading. There is no fact that AFC has not disclosed to HFI in writing that materially adversely affects the Trademark.

Section 3.02. Representations, Warranties and Covenants of HFI. HFI hereby represents, warrants and covenants to AFC as follows:

(a) HFI is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary authority to execute this Agreement, operate its business after Closing, and consummate the transactions contemplated herein.

(b) The execution and delivery by HFI of this Agreement and the performance by HFI of all the obligations to be performed by it hereunder have been duly authorized by all necessary and appropriate corporate action.

(c) No representation or warranty contained in this Agreement, or any statement, exhibit, certificate or other document furnished to or to be furnished to AFC pursuant hereto in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omit or will omit to state a material fact necessary to make the statement contained herein or therein not misleading. There is no fact that HFI has not disclosed to AFC in writing that materially adversely affects the transaction contemplated herein.

ARTICLE IV INDEMNIFICATION

Section 4.01. Indemnification By AFC. AFC hereby agrees to defend, indemnify, protect and hold harmless HFI from and against any and all damages, liability, costs, losses and expenses (including, without limitation, reasonable attorney's fees and costs) incurred by HFI which arise out of or in connection with: (i) any breach by AFC of a representation, warranty or covenant contained in this Agreement or any agreement or document contemplated herein; or (ii) any failure by AFC to perform any of its covenants or obligations contained in this Agreement or any agreement or document contemplated herein; or (iii) any debt, liability or obligation of AFC arising from any act or circumstances relating to the Trademark prior to Closing.

Section 4.02. Indemnification By HFI. HFI hereby agrees to defend, indemnify, protect and hold harmless AFC from and against any and all damages, liability, costs, losses and expenses (including, without limitation, reasonable attorney's fees and costs) incurred by AFC which arise out of or in connection with: (i) any breach by HFI of any representation, warranty or covenant contained in this Agreement or any agreement or document contemplated herein; or (ii) any failure by HFI to perform any of its covenants or obligations contained in this Agreement or any agreement or document contemplated herein.

ARTICLE V CLOSING AND POST CLOSING

Section 5.01. Effective Date. The "Closing Date" of the transactions contemplated herein shall occur effective as of April 19, 2002 or such other earlier date as HFI reasonably determines.

Section 5.02. Place of Closing. The closing (the "Closing") of the transactions contemplated herein shall take place at 10:00 a.m. on the Closing Date at the offices of HFI, at Two Appletree Square, Suite 242 Bloomington, MN 55425.

Section 5.03. Closing. At the Closing, title to and possession of the Trademark shall pass to HFI, effective as of the Closing Date, free of all liens, encumbrances, security interests, and other restrictions of any kind, except as disclosed herein.

Section 5.04. Closing Documents. At the Closing, the parties shall execute and deliver the following documents:

- (a) This Agreement;
- (b) Assignment and Bill of Sale, or other document conveying the Trademark executed by AFC and delivered to HFI in the form of Exhibit A attached hereto; and

(c) HFI and AFC each shall execute any other documents consistent with this Agreement which are reasonably requested by the other party to consummate the transactions contemplated herein, including, without limitation, all documents and forms required to be completed and filed with the U.S. Dept. of Commerce and U.S. Patent and Trademark Office in order to assign and transfer the Trademark.

ARTICLE VI
NOTICES

Section 6.01. Notices.

(a) Any notice or other communication to be given by either party hereunder ("Notice") shall be in writing, and shall be deemed to be delivered (a) when personally delivered, (b) three (3) days after being deposited in the U.S. Mail, if sent by certified mail, return receipt requested, and addressed to the addresses of the parties set forth herein, or (c) one (1) business day after being dispatched by a reputable overnight delivery service with next day delivery.

(b) Whenever any party shall be required to give notice to another party according to the provisions of this Agreement, such notice shall be as follows:

(1) In the case of AFC:

American Farms Corporation
19 South Madison Street
Waupun, WI 53963
Attn: Preston Osteen
Facsimile: 920-324-4294

(2) In the case of HFI:

Hoopeston Foods, Inc.
Two Appletree Square, Suite 242
Bloomington, MN 55425
Attn: John L. Steele
Facsimile: 952-854-6874

With a copy to:

Eric Newman
790 Estate Drive, Suite 100
Deerfield, IL 60015
Fax: 847-919-4831

Any party may change the address to which such notices are to be addressed by giving the other parties notice in the manner herein set forth.

ARTICLE VII
MISCELLANEOUS

Section 7.01. Prior to the Closing neither party may assign any of its rights or obligations hereunder without the express written consent of the other party. After the Closing, any party hereto may assign its rights under this Agreement, including without limitation its rights to indemnification, to any person upon written notice to the other parties hereto, but such assignment shall not relieve the assigning party from the due and timely performance of its obligations under this Agreement.

Section 7.02. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Section 7.03. This Agreement, including the schedules and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements, promises, terms, undertakings or understandings, oral or written concerning the transactions contemplated herein. No subsequent amendment, deletion or addition of this Agreement shall be binding upon the parties hereto unless in writing and signed by the parties hereto.

Section 7.04. If any provision of this Agreement is for any reason unenforceable and inapplicable, the other provisions hereof shall remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

Section 7.05. This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

Section 7.06. In connection with any legal action or any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

Section 7.07. The representations, warranties and covenants contained in this Agreement, shall survive the Closing, subject to the applicable limits contained herein.

Section 7.08. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 7.09. This Agreement may be executed in counterparts, all of which together shall be considered one and the same and shall be effective when one or more counterparts have been signed by each of the parties and delivered to all of the other parties.

Section 7.10. Following the Closing, the parties hereto each agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions consistent herewith as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

Section 7.11. No party shall make any public announcement concerning this transaction except as may be agreed upon by both and except as may be reasonably necessary in order to comply with any applicable law or in order to obtain any of the required franchises, licenses or assignments hereby contemplated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

AMERICAN FARMS CORPORATION

By: Wm. Presta
Name: Wm. Presta Oster
Title: President

HOOPESTON FOODS, INC.

John L. Steele
John L. Steele
President

Exhibits and Schedules

- Exhibit A Bill of Sale
- Schedule 1 Description of Trademark