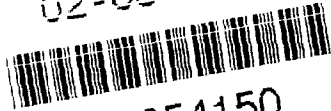


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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):

B.C. ROGERS POULTRY, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State MISSISSIPPI 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: 12/29/2001

2. Name and address of receiving party(ies)

Name: KOCH FOODS OF MISSISSIPPI LLC

Internal Address:

Street Address: 1300 HIGGINS SUITE 119

City: PARKRIDGE State: IL Zip: 60068

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

736518

Additional number(s) attached Yes No

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

Name: DAVID S. ROSENBERG

Internal Address: LAW OFFICES OF

JOEL WEISMAN P.C.

Street Address: 1901 RAYMOND DRIVE,

SUITE 6

City: NORTABROOK State: IL Zip: 60062

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140

- Enclosed 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

i. 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.

JOSEPH C. GRENDYS

Name of Person Signing

Joseph C Grendys Signature

1-15-03

Date

Total number of pages including cover sheet, attachments, and document: 12

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

02/03/2003 6TON11 00000118 736518

01 FC:852 40.00 DP 02 FC:852 100.00 DP

RECORDATION FORM COVER SHEET

RECEIVING PARTY

KOCH FOODS OF MISSISSIPPI LLC

CONTINUATION OF ITEM 4:

ADDITIONAL TRADEMARK REGISTRATION NO. (S)

736881

1475174

2192449

2203965

—

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets (this "Assignment"), dated as of December 21, 2001, is by B.C. Rogers Poultry, Inc. and B.C. Rogers Processors, Inc., Debtors in Possession ("Assignors"), in favor of Koch Foods of Mississippi LLC and Koch Farms of Mississippi LLC ("Assignees").

WHEREAS, Assignees and Assignors are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of November 16, 2001;

WHEREAS, Assignors are subject to the provisions of that certain Order Granting Debtors Motion for Order Authorizing Debtors to Sell Assets and to Assume, Assign and Sell Certain Executory Contracts and Unexpired Leases that Relate Thereto Free and Clear of All Liens, Claims and Encumbrances filed December 21, 2001 (Case Nos. 301-06515 and -06516) (the "Order");

WHEREAS, Assignors have interests in certain intellectual property assets, including without limitation, those patent and trademark rights set forth on Schedule 3.12 to the Asset Purchase Agreement (collectively, the "IP Assets");

WHEREAS, pursuant to the Asset Purchase Agreement and the Order, Assignors are required to sell, assign, transfer and convey its business and substantially all of its assets to Assignees, including without limitation all of their interests in the IP Assets, and it is a condition to the consummation of the transactions contemplated by the Asset Purchase Agreement that Assignors sell, assign, transfer and convey to Assignees all of their interests in the IP Assets;

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by Assignors to have been received in full:

1. Assignors hereby sell, convey, assign and transfer to Assignees their entire right, title and interest in, to and under all IP Assets, together with the goodwill of the business symbolized by such IP Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for infringement of such IP Assets, these rights to be held and enjoyed by Assignees as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

2. Assignors hereby represent that (a) they have the full right to convey their right, title and interest in the IP Assets to Assignees, (b) this Assignment is effective to transfer all of their right, title and interest in the IP Assets to Assignees, and (c) neither of them is required to pay any royalty, license, fee or other similar compensation with respect to the IP Assets in connection with the current or prior conduct of the Business (as such term is defined in the Asset Purchase Agreement).

3. Assignors covenant and agree that they will not use any of the IP Assets after the date hereof.

4. Assignors covenant and agree to execute any and all documents reasonably requested by Assignees for the purpose of carrying out the intent and purposes of this Assignment. Assignors further covenant and agree that they will cooperate with Assignees to enable Assignees to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Such cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the IP Assets, all to the extent deemed necessary or desirable by Assignees for (a) the continued prosecution, if any, of the IP Assets, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark applications that Assignees may elect to pursue stemming from the IP Assets, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same, (b) participation in any legal or administrative proceedings involving the IP Assets, and (c) otherwise fully carrying out the terms of this Assignment.

5. The terms and covenants of this Assignment shall inure to the benefit of Assignees and their successors and assigns and shall be binding upon Assignors and their respective successors, assigns, heirs and personal representatives.

6. Assignors represent and warrant that, since January 1, 1997, they have not entered into, and covenant and agree that they will not enter into, any assignment, contract or understanding in conflict herewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have each executed this Assignment on the day and year first above written.

ASSIGNORS:

B.C. Rogers Poultry, Inc.

B.C. Rogers Processors, Inc.

By: Tito Echiburu
Name: TITO ECHIBURU
Title: C.F.O.

By: Tito Echiburu
Name: TITO ECHIBURU
Title: C.F.O.

ASSIGNEES:

Koch Foods of Mississippi LLC

Koch Farms of Mississippi LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

2:557053.3

IN WITNESS WHEREOF, the parties hereto have each executed this Assignment on the day and year first above written.

ASSIGNORS:

B.C. Rogers Poultry, Inc.

B.C. Rogers Processors, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEES:

Koch Foods of Mississippi LLC

Koch Farms of Mississippi LLC

By: Joseph C. Grendys
Name: Joseph C. Grendys
Title: Manager

By: Joseph C. Grendys
Name: Joseph C. Grendys
Title: Manager

2:557053.3

SCHEDULE 3.12

Intellectual Property

[See Attached]

SCHEDULE 3.12

Patents and Trademarks held by B.C. Rogers Poultry, Inc.

U.S. Patent Registration Number 5,370,573 on Chicken breast sliding Method and Apparatus, Registration Date 12/06/94

U.S. Patent Registration Number 5,786,015 on Method for Producing Food Grade Poultry Oil and Meal, Registration Date 07/28/98

U.S. Patent Registration Number 5,799,568 on Method for Producing Food Grade Poultry Oil and Meal, Registration Date 09/01/98

U.S. Trademark Registration Number 2,192,449, mark: CHEF'S BUTTERFLY, Registration Date 09/29/98

U.S. Trademark Registration Number 1,475,174, mark: PARTY WINGS, Registration Date 12/31/91

U.S. Trademark Registration Number 1,183,998, mark: R ROGERS ROYAL and Design, Registration Date 12/29/81

U.S. Trademark Registration Number 736,881, mark: R ROGERS ROYAL and Design, Registration Date 10/26/87

U.S. Trademark Registration Number 736,518, mark: ROGERS ROYAL, Registration Date 10/26/87

U.S. Trademark Registration Number 1,627,403, mark: THE PAMPERED POULTRY PEOPLE, Registration Date 12/11/90

U.S. Trademark Registration Number 2,203,965, mark: MR. BENNIE'S, Registration Date 11/17/98

U.S. Trademark Registration Number 1,837,989, mark: PARTY WINGS, Registration Date 05/31/94

BILL OF SALE AND GENERAL ASSIGNMENT

Reference is made to that certain Asset Purchase Agreement dated as of November 16, 2001 (the "Agreement") by and between KOCH FARMS OF MISSISSIPPI LLC (the "Buyer") and KOCH FOODS OF MISSISSIPPI LLC ("Koch Foods"), each a Mississippi limited liability company, and B.C. ROGERS POULTRY, INC. and B.C. ROGERS PROCESSORS, INC. (the "Sellers"), each a Mississippi corporation and Debtor in Possession under that certain Order Granting Debtors Motion for Order Authorizing Debtors to Sell Assets and to Assume, Assign and Sell Certain Executory Contracts and Unexpired Leases that Relate Thereto Free and Clear of All Liens, Claims and Encumbrances filed December 21, 2001 (Case Nos. 301-06515 and - 06516) (the "Order"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Agreement to the extent defined therein.

Pursuant to the terms of the Agreement and the Order, and by this Bill of Sale and General Assignment and certain other agreements being executed and delivered simultaneously herewith, the Sellers are selling, transferring, assigning, conveying and delivering to the Buyer all of their rights, title and interests in and to the stock of Central Industries, Inc. and Southern States, Inc. (in each case, subject to any applicable rights of refusal or call option rights) and all other Purchased Assets (other than real estate) not being assigned and transferred to Koch Foods or Koch Properties of Mississippi LLC.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the terms and conditions of the Agreement and the Order, the Sellers hereby sell, transfer, assign, convey and deliver to the Buyer all of the Purchased Assets set forth above, free and clear of all security interests, liens, charges, claims or other encumbrances of any kind or character to the maximum extent permitted by the Bankruptcy Code (except as expressly provided in the Agreement and the Order), to have and to hold unto the Buyer, subject to the representations, warranties, covenants and indemnities set forth in the Agreement.

This Bill of Sale and General Assignment may be executed and accepted in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute one and the same instrument. This Bill of Sale and General Assignment is delivered pursuant to the Agreement and shall be construed consistently therewith. This Bill of Sale and General Assignment shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and General
Agreement as of this 27th day of December, 2001.

B.C. ROGERS POULTRY, INC.

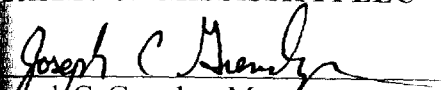
By: _____
Tito Echiburu, Chief Financial Officer

B.C. ROGERS PROCESSORS, INC.

By: _____
Tito Echiburu, Chief Financial Officer

to and accepted by:

FARMS OF MISSISSIPPI LLC



Joseph C. Grendys, Manager

TRADEMARK

REEL: 002663 FRAME: 0120

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and General
ment as of this 29th day of December, 2001.

B.C. ROGERS POULTRY, INC.

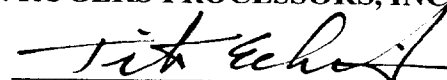
By:



Tito Echiburu, Chief Financial Officer

B.C. ROGERS PROCESSORS, INC.

By:



Tito Echiburu, Chief Financial Officer

to and accepted by:

FARMS OF MISSISSIPPI LLC

Joseph C. Grendys, Manager

TRADEMARK

REEL: 002663 FRAME: 0121

Patents and Trademarks held by B. C. Rogers Poultry, Inc.

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- U. S. Patent Registration Number 5,786,015 on Method for Producing Food Grade Poultry Oil and Meal, Registration Date 07/28/98
- U. S. Trademark Registration Number 2,192,449, mark: CHEF'S BUTTERFLY, Registration Date 09/29/98
- U. S. Trademark Registration Number 1,644,520, mark: CHIC'N TIME, Registration Date 05/14/91
- U. S. Trademark Registration Number 1,475,174, mark: PARTY WINGS, Registration Date 12/31/91
- U. S. Trademark Registration Number 1,628,489, mark: R and Design, Registration Date 12/18/90
- U. S. Trademark Registration Number 1,183,998, mark: R ROGERS ROYAL and Design, Registration Date 12/29/81
- U. S. Trademark Registration Number 736,881, mark: R ROGERS ROYAL and Design, Registration Date 10/26/87
- U. S. Trademark Registration Number 736,518, mark: ROGERS ROYAL, Registration Date 10/26/87
- U. S. Trademark Registration Number 1,627,403 mark: THE PAMPERED POULTRY PEOPLE, Registration Date 12/11/90

JOEL WEISMAN, P.C.

JOEL D. WEISMAN
DAVID S. ROSENBERG
SCOTT A. WEISMAN

1901 RAYMOND DRIVE - SUITE 6
NORTHBROOK, IL 60062
TELEPHONE (847) 400-5900
FAX (847) 400-5534

OF COUNSEL
SIEGAN & WEISMAN, LTD.
KEITH M. KANTER

January 30, 2003

Assistant Commissioner for Trademarks
1213 Jefferson Davis Hwy
Box Assignments 3rd Floor
Arlington, VA 22202

Re: ASSIGNMENTS
Registration Numbers: 736518, 736881, 1475174, 2192449, 2203965
Receiving Party: Koch Foods of Mississippi LLC

To Whom It May Concern:

Enclosed is a Recordation Form Cover Sheet and copies of the Assignment of and Bill of Sale for the above-referenced registered trademarks. Also enclosed is a check in the sum of \$140.00 for the recording fee payable to the Commissioner of Patents and Trademarks.

A self-addressed stamped envelope and a list of the items submitted is enclosed. Please return it to me to confirm receipt.

Very truly yours,

LAW OFFICES OF JOEL WEISMAN, P.C.



DAVID S. ROSENBERG
DSR/ns
Enclosures