

03-14-2003



102390681  
RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

FEB 19 2003

2.19.03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

**New**

**Resubmission (Non-Recordation)**  
Document ID # \_\_\_\_\_

**Correction of PTO Error**  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Corrective Document**  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

**Assignment**  **License**

**Security Agreement**  **Nunc Pro Tunc Assignment**

**Merger**

**Change of Name**

**Other** \_\_\_\_\_

**Effective Date**  
Month Day Year  
12-30-2002

**Conveying Party**

Mark if additional names of conveying parties attached

**Name** Ragus Holdings, Inc. **Execution Date**  
Month Day Year  
12-30-2002

**Formerly** \_\_\_\_\_

**Individual**  **General Partnership**  **Limited Partnership**  **Corporation**  **Association**

**Other** \_\_\_\_\_

**Citizenship/State of Incorporation/Organization** Delaware Corporation

**Receiving Party**

Mark if additional names of receiving parties attached

**Name** Hormel Foods, LLC

**DBA/AKA/TA** \_\_\_\_\_

**Composed of** \_\_\_\_\_

**Address (line 1)** 1 Hormel Place

**Address (line 2)** \_\_\_\_\_

**Address (line 3)** Austin MN 55912  
City State/Country Zip Code

**Individual**  **General Partnership**  **Limited Partnership**  **Corporation**  **Association**

**Other** Limited Liability Company

**Citizenship/State of Incorporation/Organization** Minnesota

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**FOR OFFICE USE ONLY**

03/13/2003 DBYRNE 00000176 76240369

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02 FC:8521  
02 FC:8521  
When reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D. C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D. C. 20231

**TRADEMARK**

**REEL: 002690 FRAME: 0650**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

507-437-5240

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="76240369"/>	<input type="text" value="78193448"/>	<input type="text"/>	<input type="text" value="2031749"/>	<input type="text" value="2066865"/>	<input type="text" value="1450866"/>
<input type="text" value="78097497"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1758602"/>	<input type="text" value="1438652"/>	<input type="text" value="1906728"/>
<input type="text" value="78096889"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1978208"/>	<input type="text" value="1280075"/>	<input type="text" value="2168796"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Melanie J. Neumann

Name of Person Signing

*Melanie J Neumann*

Signature

2/17/03

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year  
12-30-2002

Name Ragus Holdings, Inc.

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name Hormel Foods, LLC

DBA/AKA/TA

Composed of

Address (line 1) 1 Hormel Place

Address (line 2)

Address (line 3) Austin MN 55912  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Minnesota

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


881779	1851242	
955309	1976671	
967715	1658412	
1279143	2350402	
2584719		
1287154		
1039460		

## ASSIGNMENT AGREEMENT

This Assignment Agreement, effective December 30, 2002, is made by Ragus Holdings, Inc., a Delaware corporation ("Assignor") in favor of Hormel Foods, LLC, a Minnesota limited liability company ("Assignee"), and, solely in their capacity as guarantors pursuant to Section 8 below, Hormel Foods Corporation, a Delaware corporation ("Hormel Foods"), and Imperial Sugar Company, a Texas corporation ("Imperial"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. As of the effective date of this Assignment Agreement, Assignor assigns to Assignee all of its right, title and interest in and to the trademarks listed on Schedule A to this Assignment Agreement (the "Trademarks"), including any registration or application for registration of the Trademarks and the goodwill of the business of Assignor associated with the Trademarks.

2. License-Back to Assignor.

(a) Subject to the terms and conditions herein, Assignee grants back to Assignor a non-exclusive, royalty-free license (the "License-Back") to use the trademarks listed on Schedule B to this Assignment Agreement (the "Licensed-Back Trademarks") until the later of (a) the date of termination of the Custom Manufacturing Agreement between Imperial and Hormel Foods dated December 30, 2002 (the "Co-Pack Agreement") (as the same may be extended, modified or amended) and (b) the date that Imperial and/or its affiliates purchase a Total Annual Amount of Products from Hormel Foods and its affiliates representing less than 50% of the 2002 Annual Requirements for Products, (i) solely in the United States, (ii) solely in compliance with Section 2(c) of this Assignment Agreement, and (iii) only in connection with the products set forth on Schedule C subject to the right of the Assignor to modify the packaging configuration for such products. The License-Back is conditioned on Assignor using the Licensed-Back Trademarks only with such products that meet or exceed the quality standards commensurate with the prior use of the Licensed-Back Trademarks by Assignor prior to Closing. If Assignee determines in its reasonable discretion that Assignor failed to meet these conditions, then Assignee may by written notice notify Assignor of the nonconforming use and provide Assignor fifteen (15) days to cure such nonconforming use. If Assignor fails to cure such nonconforming use within such period, Assignee may demand that Assignor cease all nonconforming use of the Licensed-Back Trademarks, and Assignor shall immediately cease any such use until its quality is improved to the reasonable satisfaction of Assignee. For purposes of this Assignment, (i) "2002 Annual Requirements for Products" means the requirements of Assignor for Products (as defined in the Co-Pack Agreement) during the 12 months ending December 31, 2002, and (ii) "Total Amount of Products" means the amount of Products that Imperial and/or its affiliates purchase from Hormel Foods and its affiliates during the applicable 12-month period and shall be measured during the term of this Assignment at the end of each calendar quarter on a rolling 12-month basis.

(b) Assignor agrees that the goodwill associated with the Licensed-Back Trademarks belongs and inures to the benefit of Assignee, and that the Licensed-Back Trademarks are and shall remain the sole and exclusive property of Assignee. Assignor shall execute such

documents as Assignee may from time to time deem necessary to effectuate Assignee's ownership of the Licensed-Back Trademarks at Assignee's sole cost and expense.

(c) Assignor agrees that Assignor may not use the Licensed-Back Trademarks in a manner that violates the noncompetition covenants imposed on Imperial and Imperial's affiliates pursuant to the provisions of Section 4.9 of that certain Stock Purchase Agreement between Imperial and Hormel Foods dated December 30, 2002 (the "Noncompetition Covenant"). The parties acknowledge and agree that the Noncompetition Covenant shall apply to use of the Trademarks under any license of the Licensed-Back Trademarks by Assignor or its affiliates to any third parties, including without limitation, affiliates of Assignor.

(d) Assignee agrees to maintain the registration of the Licensed-Back Trademarks in full force and effect in the United States until termination of the License-Back under this Assignment. Each party shall give the other party prompt notice of any infringement or threatened infringement of the Licensed-Back Trademarks of which it becomes aware. In any such case, Assignee shall have the first option to assert a cause of action against any party for infringement (including all related claims, such as misappropriation, dilution, etc.) of the Licensed-Back Trademarks. Assignor shall have the right to assert a cause of action for infringement (including all related claims, such as misappropriation, dilution, etc.) of the Licensed-Back Trademarks against any third party if Assignee has declined or failed to assert the cause of action within thirty (30) days after the date on which Assignee became aware of the cause of action. Any recovery from a proceeding attributable to infringement or violation by a third party, whether by judgment or settlement, shall be paid first to reimburse the parties bringing such action for any costs incurred in connection with the action (including attorneys' fees), with any remainder being paid on a pro rata basis to the parties based on their respective additional damages. Assignor shall reasonably cooperate in Assignee's protection of the Licensed-Back Trademarks at Assignee's sole cost and expense.

(e) Assignor shall indemnify, defend, and hold harmless Assignee and its officers, directors, stockholders, employees, agents, attorneys, representatives, affiliates, successors and assigns from all losses, damages, penalties, or expenses (including reasonable attorney's fees and expenses) relating to any (i) claims by any third parties concerning any products or services offered by Assignor in connection with the Licensed-Back Trademarks; provided, however, that with respect to any products supplied by Hormel Foods under the Co-Pack Agreement, the indemnification obligations of Assignor under the terms of this Section 2(e) shall be subject to any indemnification obligations of Hormel Foods under the terms of the Co-Pack Agreement; (ii) breach of Assignor's obligations herein; or (iii) use of the Licensed-Back Trademarks that is not permitted hereunder.

(f) The License-Back is not assignable by Assignor, and Assignor shall not assign the License-Back or any of its rights under the License-Back, without the prior written consent of Assignee; provided that Assignor may sublicense or assign its rights hereunder to its parent or any other entity that controls, is controlled by or is under common control with Assignor.

3. Assignor shall, from time to time, execute and deliver all agreements and other documents reasonably necessary to give effect to this assignment.

4. Assignee has the unconditional right at any time after the effective date of this Assignment Agreement to renew, sell, license or otherwise dispose of any and all rights in the Trademarks and to retain the entire proceeds thereof for Assignee's exclusive benefit. Assignee further has the unconditional right at any time after the effective date of this Assignment Agreement to demand, sue and recover for any and all acts of dilution or infringement or other rights in the Trademarks, whether such acts occurred prior to, at or after the effective date of this Assignment Agreement. Assignee shall have the right to retain for its exclusive benefit, any and all recoveries arising from such acts of dilution or infringement.

5. This Assignment Agreement is binding on Assignor and its successors and assigns for the benefit of Assignee and its successors and assigns.

6. Assignor agrees that this Assignment Agreement and the attached Schedules may be filed in the United States Patent and Trademark Office or any pertinent foreign Trademark Office.

7. Imperial hereby agrees to guaranty all of the obligations of the Assignor under the terms of this Assignment Agreement. Hormel Foods hereby agrees to guaranty all of the obligations of Assignee under the terms of this Assignment Agreement.

[signature page follows]

Ragus Holdings, Inc. ("Assignor")

By: W.F. Schwer  
William F. Schwer  
President

Imperial Sugar Company  
("Guarantor")

By: Darrell D. Swank  
Darrell D. Swank  
Executive Vice President  
and Chief Financial Officer

Hormel Foods LLC ("Assignee")

By: \_\_\_\_\_  
James N. Sheehan  
President

Hormel Foods Corporation  
("Guarantor")

By: \_\_\_\_\_  
Mahlon C. Schneider  
Senior Vice President, External Affairs  
and General Counsel

Ragus Holdings, Inc. ("Assignor")

Imperial Sugar Company  
("Guarantor")

By: \_\_\_\_\_  
William F. Schwer  
President

By: \_\_\_\_\_  
Darrell D. Swank  
Executive Vice President  
and Chief Financial Officer

Hormel Foods, LLC ("Assignee")

Hormel Foods Corporation  
("Guarantor")

By: James N. Sheehan  
James N. Sheehan  
President

By: Mahlon C. Schneider  
Mahlon C. Schneider  
Senior Vice President, External Affairs  
and General Counsel



## SCHEDULE A

### US Registrations

<u>Mark</u>	<u>Number</u>	<u>Issue Date</u>
Chef's Companion	2,031,749	01/21/97
	1,758,602	03/16/93
Diamond Amber	1,978,208	06/04/96
Easy Prep	2,066,865	06/03/97
Cream White	1,438,652	05/05/87
Design (Curved Rectangular Label)	1,280,075	05/29/84
Diamond Shakers	1,450,866	08/04/87
Gold 'N Natural	1,906,728	07/18/95
Gold 'N Natural	2,168,796	06/30/98
Packet Brand and Design	881,779	12/02/69
Packet Design	955,309	03/13/73
SHAKER-ACTION	967,715	09/04/73
Single Serv	1,279,143	05/22/84
Single Serv	2,584,719	06/25/02
Single Serv & Design	1,287,154	07/24/84
Sweet Crystals	1,039,460	05/18/76
Ultra	1,851,242	08/30/94
Sweet Thing	1,976,671	05/28/96
Sugar Bowl	1,658,412	09/24/91
Sweet & Easy	2,350,402	05/16/00

### US Applications

<u>Mark</u>	<u>App. Number</u>	<u>App. Date</u>
BITS-O-BACN	76/240,369	04/11/01
Chef's Seasoning	78/097,497	12/10/01
Thirst Ease	78/096,889	12/06/01
Lite Delite	78/193,448	12/11/02

### US Common Law

Mark  
Chef Seasoning  
Diamond Crystal  
Diamond Amber  
Sweet Thing II

**Canada Registrations**

<u>Mark</u>	<u>Number</u>	<u>Date</u>
Chef's Companion & Design	512,298	05/26/99
Easy Prep & Design	482,325	09/10/97
Packet Brand and Design	175,311	04/02/71
Packet Design	195,759	11/23/03
SHAKER-ACTION	200,988	08/09/74
SPUD-NU	196,713	01/11/74
Sweet Crystal	221,137	06/10/77

**Canada Applications**

Sweet Thing Design	TMA 482786	09/23/97
Sweet Thing	TMA 482785	09/23/97

**Panama Registration**

Cream White	88279	03/09/99
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**Mexico Registration**

Sweet Thing	540,363	01/29/97
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**SCHEDULE B**  
Licensed-Back Trademarks

<u>Mark</u>	<u>Number</u>	<u>Date</u>
Sugar Bowl	1,658,412	09/24/91
Sweet & Easy	2,350,402	05/16/00
Gold 'N Natural	1,906,728	07/18/95
Gold 'N Natural	2,168,796	06/30/98

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**TRADEMARK**  
**REEL: 002690 FRAME: 0660**

**SCHEDULE C**  
**Products Listing**

The products applicable to this Schedule C consist solely of products being sold or offered for sale by Imperial and/or its affiliates or the DCB Business immediately prior to the date of this Agreement that use the Licensed-Back Trademarks.

The parties agree to replace this Schedule C as soon as practicable following the date of this Agreement with a substitute Schedule C containing a listing solely of products being sold or offered for sale by Imperial and/or its affiliates or the DCB Business immediately prior to the date of this Agreement that use the Licensed-Back Trademarks.



Corporate Office

Writer's Direct Dial Number: (507) 437-5048  
Writer's E-Mail Address: krmallory@hormel.com  
Law Department Fax Number: (507) 437-5135

Hormel Foods, LLC  
1 Hormel Place  
Austin MN 55912-3680

February 18, 2003

Commissioner of Patents and Trademarks  
Box Assignments - FEE  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

**RE: Assignment of Trademarks from Ragus Holdings, Inc. to Hormel Foods, LLC**

Dear Sir or Madam:

We are enclosing the following to file the Assignment for the above identified trademarks in the U.S. Trademark Office:

1. Recordation Form Cover Sheet
2. Assignment Agreement
3. A check for \$615.00
4. Postcard acknowledging receipt.

Please process. Thank you.

Sincerely,

Kara R. Mallory  
Paralegal

Enclosures

"Express Mail" Mailing Label Number: EU931035256US  
Date of Deposit: February 18, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Box Assignments, Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

  
Kara R. Mallory