

03-21-2003



102396368

2-7-03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

FEB

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
08/30/1998

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
08/30/1998

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

03/21/2003 ECOOPER 00000012 1890411

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP
02 FC:8522 400.00 OP

Public burden 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

REEL: 002695 FRAME: 0321

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)

XX

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1890411"/>	<input type="text" value="1651207"/>	<input type="text" value="2263770"/>
<input type="text" value="2010539"/>	<input type="text" value="2109886"/>	<input type="text" value="1857326"/>
<input type="text" value="1998657"/>	<input type="text" value="2206030"/>	<input type="text" value="1071905"/>

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 XX

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

1/31/03

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
08/30/1998

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
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 - Other
- 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.)

Citizenship/State of Incorporation/Organization

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1722237"/>	<input type="text" value="1745960"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1399713"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1784949"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1851242"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1772509"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2336243"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1684866"/>	<input type="text"/>	<input type="text"/>

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT, made effective as of the 30th day of August, 1998, by Hormel Foods Corporation, a Delaware corporation ("Hormel"),

RECITALS

WHEREAS, Hormel is the sole member in Hormel Foods, LLC, a Minnesota limited liability company (the "Company"), organized as of the 13th day of July, 1998; and

WHEREAS, Hormel desires to transfer its entire interest in the Company to Hormel Foods International Corporation, a Delaware corporation ("HFIC").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

(1) Assignment. Hormel hereby irrevocably assigns and transfers to HFIC all of its right, title and interest in and to its interest in the Company, which represents 100% of the membership interests in the Company, and directs that all allocations of profits and losses, and all distributions of the Company, with respect to such assigned interest, from and after the date hereof, be allocated or paid to HFIC. Hormel hereby also irrevocably assigns and transfers all residual powers, if any, remaining in Hormel as a result of applicable law, and agrees that any residual powers which may not be so assigned will be exercised solely in favor of and in the interest of HFIC such that HFIC shall hereby acquire all dominion and control over the membership interest assigned hereby. Hormel hereby states its intention, and directs the Company to substitute HFIC in its name, place and stead as a member of the Company with respect to the membership interest assigned hereby.

(2) Acceptance. HFIC hereby accepts such membership interest in the Company, subject to all of the terms, covenants and conditions of this Assignment.

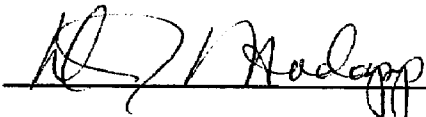
(3) Further Acts. Each of the parties hereto hereby covenants and agrees that from time to time, if requested by the other party hereto, or their successors or assigns, she or they will do, execute, acknowledge and deliver, or will cause to be done, executed and delivered to the other party hereto, any further acts, transfers, assignments, deeds, powers and additional papers and instruments, and do and cause to be done all acts or things as may be proper or necessary to better assign or transfer unto HFIC the membership interest in the Company assigned hereunder. Following the execution of this Assignment,

HFIC will execute a Member Control Agreement governing membership interests in the Company.

(4) Miscellaneous. This Assignment shall be construed and enforced in accordance with the laws of the State of Minnesota, and this Assignment shall be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed its Assignment as of the day and year first above written.

HORMEL FOODS CORPORATION

Signed: 

Name: Don J. Hodapp

Its: Executive Vice President

HORMEL FOODS INTERNATIONAL
CORPORATION

Signed: 

Name: David N. Dickson

Its: Chairman