



06-02-2003



RECORDATION... 102461304
TRADEMARKS ONLY

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

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

1. Name of conveying party(ies): 5-28-03
Washington Beef, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Washington Beef LLC
Internal Address: _____
Street Address: 1555 Shoreline Dr., 3rd Floor
P.O. Box 6640
City: Boise State: ID Zip: 83707
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company - Idaho
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: 05/15/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,331,400;
1,900,035; 1,736,826; 1,710,213
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Bradley J. Dreyfus
Internal Address: Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP
Street Address: 2121 Avenue of the Stars
Suite # 1800
City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41).....\$ 115.00
 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

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.
Bradley J. Dreyfus  5/27/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

(5/30/2003 6TON11 00000067 2331400

(1 FC:8521 40.00 DP
(2 FC:8522 75.00 DP

TRADEMARK
REEL: 002743 FRAME: 0151

EXHIBIT A

Federal Registered Trademarks

Mark	Registration Date	Registration No.
WASHINGTON BEEF FRESH FROM WASHINGTON STATE & Design	March 21, 2000	2,331,400
ST. HELENS FOODS	June 13, 1995	1,900,035
WASHINGTON BEEF & Design	December 1, 1992	1,736,826
ST. HELENS BEEF & Design	August 25, 1992	1,710,213

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Agreement**") is entered into by and between Washington Beef, Inc., a Washington corporation (the "**Assignor**"), and Washington Beef LLC, an Idaho limited liability company (the "**Assignee**").

WITNESSETH:

WHEREAS, Assignor has adopted and used, and is the owner of all right, title and interest in and to the trademarks and certain respective applications and registrations, listed on Exhibit A (hereinafter collectively called the "**Marks**"), and Assignee is desirous of obtaining the Marks;

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of April 29, 2003 (the "**Purchase Agreement**") pursuant to which Assignor conveyed certain of its assets to Assignee; and

WHEREAS, Assignor has agreed to assign and sell, and Assignee has agreed to acquire, all of the registered and common law rights, title and interest in and to the Marks, the goodwill associated therewith, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

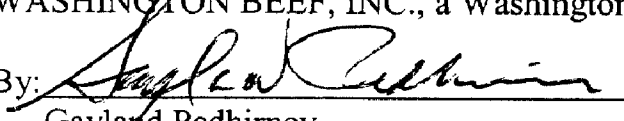
1. Assignor hereby assigns, sells, transfers and conveys unto Assignee, and its successors and assigns forever, any and all of the registered and common law rights, title and interest in and to the Marks, the goodwill associated therewith, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement.
2. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of Marks described in Section 1 above. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact with full power of substitution to act for and on Assignor's behalf and Assignor's stead, to execute, deliver, record and perfect any such instrument or instruments and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor.

3. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
4. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Washington, and is subject to the representations, warranties and indemnities contained in the Purchase Agreement.

Signature Page Follows

Signed at Seattle, Washington, effective as of the 15th day of May, 2003.

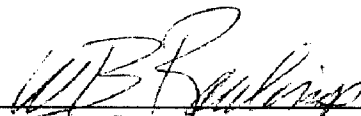
WASHINGTON BEEF, INC., a Washington corporation

By: 
Gayland Pedhirney
President

WASHINGTON BEEF LLC,
an Idaho limited liability company

By: Rembrandt Meats, LLC
Its: Sole Member

By: Agri Beef Co.
Its: Sole Member

By: 
Name: W. B. PAULKINS
Title: SECRETARY

STATE OF WASHINGTON)
) SS.
COUNTY OF Yakima)

On this 8 day of May, 2003, before me personally appeared Gayland Pedhirney, to me personally known, who being by me duly sworn, did say that he is the President of Washington Beef, Inc., a Washington corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Marietta D. Saw
Notary Public

My Commission Expires: March 18, 2004

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 14th day of May, 2003, before me personally appeared W. B. Rawlings, to me personally known, who being by me duly sworn, did say that ~~he~~ she is the Secretary of Agri Beef Co., the sole member of Rembrandt Meats, LLC, the sole member of Washington Beef LLC, an Idaho limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its sole member and is the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public Vanessa D. Morgan
residing at: Lynnwood



My Commission Expires: 7-29-03