

08-19-2003



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

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): Pasteurized Egg Corporation 8.15.03
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: National Pasteurized Eggs, LLC
Internal Address: Suite 3400
Street Address: 1420 Fifth Avenue
City: Seattle State: WA Zip: 98101
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Illinois limited liability corp.
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: July 29, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,446,452; 2,596,242; 2,606,118; 2,467,616; 2,473,362
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Alfred C. Frawley
Internal Address: P.O. Box 9546
Street Address: One City Center
City: Portland State: ME Zip: 04112

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41) \$ 200.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-2005
(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.
Alfred C. Frawley Signature
Name of Person Signing Signature
Date 8/3/03
Total number of pages including cover sheet, attachments, and document: 10

OFFICE OF PATENT RECORDS
FINANCE SECTION
2003 AUG 15 AM 11:26

08/19/2003 6TON11 00000027 502005 2446452
01 FC:8521 40.00 DA
02 FC:8522 100.00 DA

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

TRADEMARK
REEL: 002803 FRAME: 0806

ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT is by and between PASTEURIZED EGGS CORPORATION ("Assignor") and NATIONAL PASTEURIZED EGGS, LLC ("Assignee").

WHEREAS, Assignor, is the owner of that certain registered and common law trademarks identified on Exhibit A-TM attached hereto (the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks; and

WHEREAS, the transfer of the rights herein has been expressly approved and ordered by the United States Bankruptcy Court for the District of New Hampshire (Case No. 02-13086-JMD) (dated July 25, 2003)

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the said Assignee, the receipt whereof is hereby acknowledged:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;

- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. **Attorney's Fees**. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

4. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New Hampshire.

DATE: 7/30/03

ASSIGNEE:

NATIONAL PASTEURIZED EGGS, LLC

ASSIGNOR:

PASTEURIZED EGGS CORPORATION

By: Chuck Leis
Signature

Chuck Leis
Printed Name

By: _____
Signature

Printed Name

STATE OF Idaho
Ada, ss.

July 29, 2003

Personally appeared before me the above-named Chuck Leis and acknowledged the foregoing to be his free act and deed and the free act and deed of PASTEURIZED EGGS CORPORATION, in his said capacity.



Before me,
Rachel Skalsky
Notary Public

Rachel Skalsky
Typed or Printed Name of Notary
My Commission Expires: 11-7-03

7. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New Hampshire.

DATE: July 31, 2003

ASSIGNEE:

NATIONAL PASTEURIZED EGGS, LLC

ASSIGNOR:

PASTEURIZED EGGS CORPORATION

By: _____
Signature

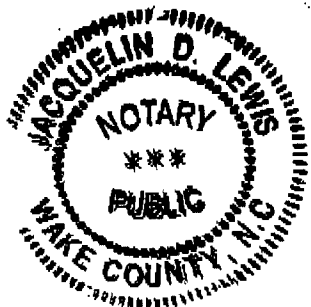
Printed Name

By: [Signature]
Signature
Robert S. Goodale
Printed Name

STATE OF North Carolina
Wake, ss.

31
July 29, 2003

Personally appeared before me the above-named Robert S Goodale and acknowledged the foregoing to be his free act and deed and the free act and deed of PASTEURIZED EGGS CORPORATION, in his said capacity.



Before me,
Jacquelin D Lewis
Notary Public
Jacquelin D Lewis
Typed or Printed Name of Notary
My Commission Expires Aug 13, 2003

STATE OF _____
_____, ss.

July 29, 2003

Personally appeared before me the above-named _____ and
acknowledged the foregoing to be his free act and deed and the free act and deed of NATIONAL
PASTEURIZED EGGS, LLC in his said capacity.

Before me,

Notary Public

Typed or Printed Name of Notary
My Commission Expires: _____

EXHIBIT A-TM**TRADEMARKS TRANSFERRED PURSUANT TO THIS AGREEMENT****Registered Trademarks**

<u>TRADEMARK</u>	<u>OWNER</u>	<u>REG. NO.</u>	<u>FILE DATE</u>	<u>(CLASS)</u>	<u>STATUS</u>
DAVIDSON'S PASTEURIZED EGGS	Pasteurized Eggs Corporation	2,596,242	4/24/00	29	Registered
PASTEURIZED FOR YOUR SAFETY	Pasteurized Eggs Corporation	2,606,118	4/24/00	29	Registered
THE SAFER EGG	Pasteurized Eggs Corporation	2,473,362	4/24/00	29	Registered
HENS ON EGGS (design)	Pasteurized Eggs Corporation	2,446,452	4/24/00	29	Registered
EAT 'EM ANY WAY YOU LIKE	Pasteurized Eggs Corporation	2,467,616	4/24/00	29	Registered

Rights to and in the following trademark pursuant to that certain Option Agreement dated January 2, 1997 with James P. Cox et al:

THERMALPURE Bon Dente JV	76/297109	8/7/01	40	Notice of Allowance Issued 1/28/03
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Common Law Trademarks:

NATURE MADE THEM GOOD.
WE MAKE THEM SAFER.