

08-26-2003



102534214 SHEET
TRADEMARKS ONLY

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

Submission Type

New 8-14-03

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
Effective Date
Month Day Year

Change of Name
 Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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
 Corporation Association
 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

Citizenship/State of Incorporation/Organization

08/22/2003 JYALLAH2 00000008 76164983

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1425.00 OP

FOR OFFICE USE ONLY

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

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

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.

#

6

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)

76/164,983

76/404,589

76/404,591

1,852,022

1,748,677

2,159,328

76/445,435

76/357,074

76/169,965

2,095,876

1,665,952

2,179,415

76/357,260

76/404,617

76/218,030

2,658,253

2,676,863

1,464,750

Number of Properties

Enter the total number of properties involved.

#

58

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

1,425.00

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. Gilbert

Name of Person Signing

Melanie J. Gilbert

Signature

8/13/03

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

04-27-2003

Name Jennie-O Turkey Store, Inc.

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Minnesota

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name Jennie-O Turkey Store, LLC

DBA/AKA/TA

Composed of

Address (line 1) 2505 Willmar Avenue SW

Address (line 2)

Address (line 3) Willmar MN 56201
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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

Other

Citizenship/State of Incorporation/Organization Minnesota

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)

76/285,817	76/164,989	
76/400,943	76/157,776	
76/404,169		
76/133,820		
75/746,036		
76/164,984		
75/713,191		

1,472,521	843,325	1,306,238
1,939,823	1,353,066	2,582,752
1,943,947	2,079,489	2,287,638
2,221,797	1,351,915	2,680,221
1,662,621	2,623,473	1,919,991
2,553,392	1,913,555	2,567,178
2,541,184	740,292	2,267,868

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Name Jennie-O Turkey Store, Inc.

Execution Date
Month Day Year
04-27-2003

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Minnesota

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Jennie-O Turkey Store, LLC

DBA/AKA/TA

Composed of

Address (line 1) 2505 Willmar Avenue SW

Address (line 2)

Address (line 3) willmar

City

MN

State/Country

56201

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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

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)

1,662,622	735,006	
1,907,891	2,007,212	
1,906,713	1,977,430	
1,859,214		
735,005		
1,828,435		
731,926		

TRADEMARK AND COPYRIGHT ASSIGNMENT

WHEREAS, Jennie-O Turkey Store, Inc. ("JOTS"), a Minnesota Corporation having its principal place of business at 2505 Willmar Avenue SW, Willmar, MN 56201, has adopted the marks designated in Schedule "A" ("the Marks"), and has used the Marks continuously and is still using the Marks; and

WHEREAS, JOTS is the owner of copyrights in and to original works of authorship used in connection with manufacturing, distributing, advertising, and promoting products sold under the Marks, including without limitation product labels; packaging materials; advertising, promotional and public relations materials; and textual, musical, graphical and audiovisual materials distributed or otherwise made available on the Internet or other global computer networks (the "Works"); and

WHEREAS, Jennie-O Turkey Store, LLC ("LLC") a Minnesota corporation having its principal place of business at 2505 Willmar Avenue SW, Willmar, MN 56201, desires to acquire JOTS's rights and goodwill in the Marks and JOTS's rights, title and interest in the Works;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JOTS agrees as follows:

1. **DEFINITION OF TERRITORY.** For purposes of this Assignment, the term "Territory" shall be defined as the United States.

2. **TRADEMARK ASSIGNMENT.** JOTS hereby assigns unto LLC all of its right, title and interest in and to the Marks within the Territory, together with the goodwill of the business symbolized by the Marks, and the applications and registrations identified in Schedule "A," effective April 27, 2003.

3. **COPYRIGHT ASSIGNMENT.** JOTS hereby unconditionally sells, transfers, assigns and sets over to LLC, JOTS's right, title and interest in and to the Works within the Territory, including, without limitation, the copyrights and registrations of such Works identified in Schedule "B" and all renewals and extensions thereof, effective April 27, 2003.

4. GENERAL PROVISIONS

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

TRADEMARK

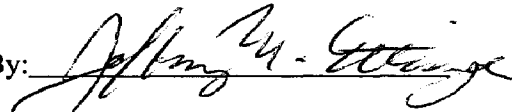
REL: 002804 FRAME: 0802

4.2 JOTS represents and warrants that (a) JOTS has full power and authority to assign the rights granted herein, (b) JOTS owns all rights in the Marks and Works necessary to support the conveyances made herein, (c) JOTS has not previously assigned, transferred or otherwise encumbered the rights granted herein, (d) the Marks do not infringe any patent, trademark, copyright, right of publicity or any other similar right of any person or entity, and (e) the Works are original works of authorship and do not infringe any patent, trademark, copyright, right of publicity or any other similar right of any person or entity.

4.3 If, after giving effect to the conveyances made herein, JOTS retains any rights in and to the Marks or Works, including, without limitation, any moral rights, artist's rights or similar rights, JOTS hereby waives all such rights, including, without limitation, the moral rights of attribution and integrity, for all Marks and Works for all possible uses or purposes.

4.4 This Assignment shall be binding on the successors, assigns and legal representatives of JOTS and shall inure to the benefit of LLC and its successors, assigns and legal representatives.

JENNIE-O TURKEY STORE, INC.

By: 

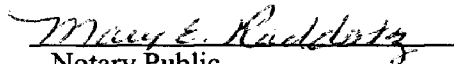
Name: Jeffrey Ettinger

Title: President

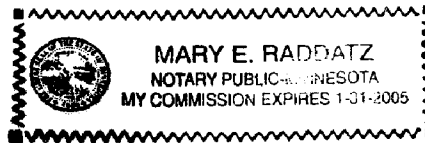
STATE OF MINNESOTA

COUNTY OF KANDYOHKI

This instrument was acknowledged before me on June 23, 2003, by Jeffrey Ettinger, President of Jennie-O Turkey Store, Inc., a Minnesota corporation, on behalf of said Company.


Notary Public

Seal:



TRADEMARK
REEL: 002804 FRAME: 0803

Schedule A
Marks

TRADEMARK

REEL: 002804 FRAME: 0804

SCHEDULE A

DOMESTIC INTELLECTUAL PROPERTY

Trademarks

TRADEMARK	REGISTRATION NO.
BACKYARD GRILL	1,852,022
BREAKFAST LOVER'S	2,095,876
CREATIVE CUTS	2,658,253
FRESH NORWESTERN DELI MEATS & Design	1,748,677
GOLDEN GLO	1,665,952
GRAND CHAMPION	2,676,863
IT'S TODAY'S MEAT	2,159,328
J. O. BIGGENS	2,179,415
JENNIE-O	1,464,750
Turkey Design	1,472,521
JENNIE-O & Design	1,939,823
JENNIE-O	1,943,947
Turkey Design Mark	2,221,797
JEROME'S	1,662,621
LET'S DO MEXICAN!	2,553,392
LET'S DO ITALIAN!	2,541,184
MISS COUNTY FAIR	843,325
NW NORWESTERN (Stylized Letters)	1,353,066
NATURAL CHOICE	2,079,489
NORWESTERN (Stylized Letters)	1,351,915
PREP CHEF	2,623,473
SMART 'N TASTY	1,913,555
TASTERITE (Stylized Letters)	740,292
THANKSGIVING DAY BREAST & Design	1,306,238
THE GREEN AWNING MEANS GREAT EATING	2,582,752
THE GREAT AMERICAN SANDWICH	2,287,638
THE GREAT AMERICAN SANDWICH	2,680,221
THE TURKEY STORE	1,919,991
THE TURKEY STORE & Design Mark	2,567,178
TURKEY GRILLERS	2,267,868

EASY FEAST	1,662,622 <i>Abandoned</i>
GOLD PLATE	1,907,891 <i>Abandoned</i>
THE OPERATOR FRIENDLY TURKEY	1,906,713 <i>Abandoned</i>
GOBBLESTIX	1,859,214 <i>Abandoned</i>
OVENRITE	735,005 <i>Abandoned</i>
Design Mark	1,828,435 <i>Abandoned</i>
DYNRITE & Design	731,926 <i>Abandoned</i>
GOLDEN GLO (stylized letters)	735,006 <i>Abandoned</i>
JEROME'S CRUMBLES	2,007,212 <i>Abandoned</i>
SEASONED CUTS	1,977,430 <i>Abandoned</i>
TRADEMARK	SERIAL NO.
GOBBLESTIX	76/164,983
NATURAL CHOICE	76/445,435
JENNIE-O TURKEY STORE	76/357,260
JENNIE-O TURKEY STORE & Design	76/404,589
JENNIE-O TURKEY STORE & Design	76/357,074
JENNIE-O TURKEY STORE & Design	76/404,617
JENNIE-O TURKEY STORE & Design	76/404,591
PREP CHEF & Design	76/169,965
TWO BIB RIBZ	76/218,030
THE BEEF STORE	76/285,817
THE CHICKEN STORE	76/400,943
TURKEY FOR THE WAY YOU LIVE TODAY	76/404,169
GOBBLETHINS	76/133,820 <i>Abandoned</i>
CLASSIC PATTIES	75/746,036 <i>Abandoned</i>
MAKE IT GREAT FOR LESS	76/164,984 <i>Abandoned</i>
CREATIVE CUTS	75/713,191 <i>Abandoned</i>
THE GREEN AWNING MEANS GREAT EATING	76/164,989 <i>Abandoned</i>
THE GREEN AWNING MEANS GREAT EATING	76/157,776 <i>Abandoned</i>



**Schedule B
Works**

THE TURKEY STORE COMPANY COOKBOOK

Registration No. TX-4-867-672.