APR-19-2004 MON 05:02 PM FAX NO. P. 02 U.S. DEPARTMENT OF COMMERCIS RECORDATION FORM COVER SHEET FORM PTO-1594 Patent and Trademark Office (Rev. 6-93) **TRADEMARKSONLY** OMB No. 0651-0011 (exp. 4/94) Tab settings ⇔ ⇔ ♥ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name of conveying party(ies): Name: Tyson Refrigerated Processed Meats, Wright Brand Foods, Ltd. Internal Address:_____ Street Address: 2210 W. Oaklawn Dr., AR058124 Association Individual(s) Limited Partnership General Partnership City: Springdale State: AR ZIP: 72762 □ Corporation-State □ Individual(s) citizenship_____ □ Other_____ Additional name(s) of conveying party(ies) attached? (1) Yes XX No Association _____ ☐ General Partnership______ Nature of conveyance: ☐ Limited Partnership_____ ₾ Corporation-State Delaware □ Merger ☑ Assignment □ Other_ Change of Name ☐ Security Agreement If assignee is not demicited in the United States, a demostic representative designation **ω** Other _____ O YesXXXNo is attached: (Dosignations must be a separate document from assignment) Execution Date: April 15, 2004 Additional name(s) & address(es) attached? 🔾 Yes 🖎 No Application number(s) or patent number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) See attached Exhibit B Additional numbers attached? 🗀 Yes 🕮 No Total number of applications and registrations involved: Name and address of party to whom correspondence concerning document should be mailed: Name: Essa Hicks 7. Total fee (37 CFR 3.41).....\$_390.00 Internal Address:_____ Enclosed Authorized to be charged to deposit account Street Address: 2210 W. Oaklawn Dr. AR058124 8. Deposit account number: 502227 City: Springdale State: AR ZIP: 72762 (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.

Name of Person Signing

Jenna R. Johnston

Signature Total number of pages including coversheet, attachments, and document: April 19, 2004

Date

EXHIBIT B

TRADEMARKS

U.S. Registrations:

Mark	Registration No.
THE WRIGHT BRAND W	1,395,957
HICKORY CREEK BRAND (Stylized)	1,395,958
HICKORY TRAIL BRAND & Design	1,397,002
WRIGHT BRAND SINCE 1922 & Design	1,545,487
WRIGHT	1,554,890
SILVER SPUR	1,667,748
BEST OF HAM	1,724,800
FLAT-PACK	1,747,855
BENCHMARK	2,065,833
OLD HICKORY BRAND	2,107,123
BEST OF HAM	2,192,383
HICKORY RANCH	2,204,311
Man with ham design	2,216,746
FLAVOR FIRST	2,261,717
BACON QUICK	2,552,896

Mexico registration:

Mark	Registration No.
WRIGHT	445,059

CONFIRMATION ASSIGNMENT

WHEREAS, pursuant to a BILL OF SALE entered into to be effective on June 26, 2003 (hereinafter the "BILL OF SALE"), Wright Brand Foods, Ltd., a Texas limited partnership ("Wright"), transferred all transferable trademarks, trade names and patents to Tyson Refrigerated Processed Meats, Inc., a Delaware corporation ("Tyson"), the BILL OF SALE being attached as Exhibit A hereto; and

WHEREAS, the BILL OF SALE did not specifically identify the trademarks, trade names and patents being transferred from Wright to Tyson, and did not confirm that the trademarks and trade names (hereinafter collectively referred to as "trademarks") were being transferred from Wright to Tyson together with the goodwill of the business connected with the use of and symbolized by the trademarks; and

WHEREAS, Tyson, who was the Partner of Wright and executed the BILL OF SALE on behalf of Wright, desires to confirm the specific trademarks and patents that were transferred pursuant to the BILL OF SALE, and that the trademarks were transferred pursuant to the BILL OF SALE together with the goodwill of the business connected with the use of and symbolized by the trademarks.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wright confirms that it granted, sold, assigned, transferred and conveyed on June 26, 2003, and does hereby sell, assign, transfer and convey to Tyson *nunc pro tune* as of June 26, 2003, all of its right, title and interest in and to the trademarks and patents listed in Exhibit B attached hereto, together with the goodwill of the business connected with the use of and symbolized by the trademarks and the registrations and registration applications for said trademarks.

Signed at Springdale, Arkansas this 15th day of April 2004.

WRIGHT BRAND FOODS, LTD., a Texas limited partnership

By: Tyson Refrigerated Processed, Meats, Partner of Wright Brand Foods, Ltd. on June 26, 2003

 $B_{V'}$

Jenna R. Johnston, Assistant Secretary
[Printed or typed name and title]

STATE OF ARKANSAS)
) ss:
COUNTY OF WASHINGTON)
This instrument was ack	nowledged before me on April 15, 2004, by as Assistant Security of Wright Brand Foods,
Jenna Johnston	, as Assistant Secretary of Wright Brand Foods,
Ltd., a Texas limited partnership.	,
(Seal)	Lunde K. Phillin
	Notary Public My Commission Expires: 9-11-12-
Official Seel LINDA K. PHILLIPS	My Commission Expires: 4-11-12
(Notary Public-Arkansas	Commission #
WASHING ON COUNTY My Commission, Expires 9-11-201	2
(My Commission, Expires 5-11-241	~ I

BILL OF SALE

This Bill of Sale is entered into to be effective June 26, 2003, by Wright Brand Foods, Ltd., a Texas limited partnership ("SELLER") in favor of Tyson Refrigerated Processed Meats, Inc., a Delaware corporation ("BUYER").

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that SELLER, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby alleged, does hereby grant, bargain, sell, assign, transfer, convey, set over and confirm unto BUYER, its successors and assigns, to have and to hold forever, all of SELLER'S right, title and interest of every conceivable kind and character, including, but not limited to, the following:

- 1. All inventories;
- 2. All right, title and interest in and to any accounts receivable, claims, causes of action, warranties and other rights;
- 3. All machinery and equipment, tooling and tools, office furniture, spare parts, supplies, hardware and accessories;
- 4. All transferable personal property leases, real property leases, contracts, agreements, contract rights and purchase orders;
- 5. All trade payables and accrued liabilities reflected in the books and records relating to the SELLER'S facilities;
 - All transferable trademarks, trade names and patents;
 - 7. All transferable licenses, permits and authorizations; and
- 8. All other tangible and intangible assets of any nature whatsoever; to the extent, and only to the extent, such assets are directly related to the operation of SELLER'S facilities as reflected in the books and records of SELLER.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

"SELLER"

WRIGHT BRAND FOODS, LTD., a Texas limited partnership

By: Tyson Refrigerated Processed Meats, Inc., its Partner

Deinis Leaberby

Senior Vice President, Finance & Treasurer

ATTEST:

R. Read Hudson, Secretary