

11/20/03

12-12-2003



102621265

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

REC T

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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):

Balcom Chemicals, Inc. 7251 West 4th Street Greeley, Colorado 80634

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/14/03

2. Name and address of receiving party(ies)

Name: ConAgra Foods, Inc.

Internal Address:

Street Address: One ConAgra Drive

City: Omaha State: NE Zip: 68102

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patrick C. Stephenson

Internal Address: McGrath, North, Mullin & Kratz, P.C.

Street Address: 1601 Dodge Street, Suite 3700

City: Omaha State: NE Zip: 68102

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Patrick C. Stephenson Name of Person Signing

Signature

11/18/03

Date

Total number of pages including cover sheet, attachments, and document: 4

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



11-20-2003

S. Patent & TM ofc/TM Mail Rpt Dt #64

TRADEMARK REEL: 002878 FRAME: 0038

12/11/2003 EQUIPER 00000077 7559592 40.00 OP 875.00 OP

Form PTO-1594Continuation

Application Numbers

75/595,952
75/595,944
75/593,610
75/595,932
75/638,470
75/627,418
75/595,949
75/585,235
75/585,243
75/902,386

Registration Numbers

2,556,442
2,582,647

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is to be effective as of this 14th day of November, 2003, and is entered into by and between **Balcom Chemicals, Inc.**, a Colorado corporation, ("Assignor"), and **ConAgra Foods, Inc.**, a Delaware corporation, ("Assignee").

WHEREAS, Assignor, having its principal offices at 7251 West 4th Street, Greeley, Colorado 80634, U.S.A., is the owner of the trademark(s) and the associated registration(s) and/or application(s) for registration thereof existing in the **United States Patent and Trademark Office** listed in the Schedule hereto (collectively, the "Marks").

WHEREAS, Assignee, having its principal offices at One ConAgra Drive, Omaha, Nebraska 68102, U.S.A., is desirous of acquiring all right, title and interest in and to said Marks.

NOW THEREFORE, be it known that for Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the **United States Patent and Trademark Office** in and to said Marks, together with the goodwill of the business symbolized by said Marks, any future registrations of said Marks, and all common law rights associated with said Marks, and, any and all causes of action and other rights assertable under said Marks, the right to sue third parties for infringement of or improper activities regarding said Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

THE SCHEDULE

<u>Trademark</u>	<u>Appl./Reg. #</u>
NABLE	75/595,952
NABLE AND DESIGN	75/595,944
NACT	75/593,610
NACT AND DESIGN	75/595,932
NFORM	75/638,470
NFORM AND DESIGN	75/627,418
MPOWER3	75/595,949
MPOWER3 AND 3D DESIGN	75/585,235
MPOWER3 AND DESIGN	75/585,243
MPOWER3 AND DESIGN	75/902,386
MPOWER3 AND 3D DESIGN	2,556,442
MPOWER3 AND DESIGN	2,582,647

Signed this 14th day of November 2003.

BALCOM CHEMICAL, INC.

Assignor

By: Scott E Messel

Name: Scott E. Messel

Title: Vice President, Treasurer

CONAGRA FOODS, INC.

Assignee

By: Scott E Messel

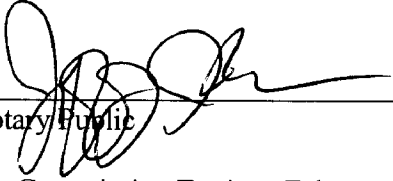
Name: Scott E. Messel

Title: Vice President, Treasurer

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

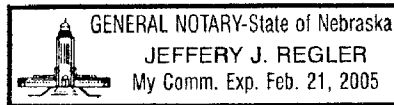
I, Jeffery J. Regler, Notary Public, do hereby certify that Scott E. Messel, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed Vice President, Treasurer of Assignor, legally constituted for a period of tenure not yet expired, that he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 14th day of November 2003.



Notary Public

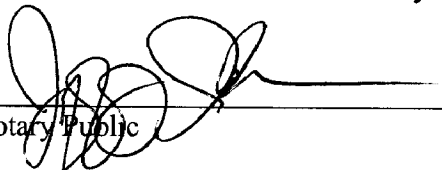
My Commission Expires: February 21, 2005



STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

I, Jeffery J. Regler, Notary Public, do hereby certify that Scott E. Messel, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed Vice President, Treasurer of Assignee, legally constituted for a period of tenure not yet expired, that he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 14th day of November 2003.



Notary Public

My Commission Expires: February 21, 2005

