

01-26-2004



102654355

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

1-2104

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

Submission Type

New

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

Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
03-17-2003

Conveying Party

Mark if additional names of conveying parties attached

Name B. Braun Medical Inc. Execution Date  
Month Day Year  
03-17-2003

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

Mark if additional names of receiving parties attached

Name Hormel Foods, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1 Hormel Place

Address (line 2) \_\_\_\_\_

Address (line 3) Austin MN 55912  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Limited Liability Company

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

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

TRADEMARK  
REEL: 002901 FRAME: 0829

**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.

#

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="933,807"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,268,477"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,719,293"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

\*Enclosed

Deposit Account

Deposit Account

\*Was enclosed with documentation filed 07-01-2003.

(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.

Kevin C. Jones

Name of Person Signing

  
Signature

Jan. 20, 2004

Date Signed

2003 JUL -1 PM 2:34

FINANCE SECTION

07-03-2003



102488061

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

New 7-1-03

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  
03-17-2003

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
03-17-2003

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

Other

Citizenship/State of Incorporation/Organization

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 Assignment.)

07/03/2003 ECDDPER 00000041 933807

FOR OFFICE USE ONLY

01 FC:8521 40.00 DP  
02 FC:8522 50.00 DP

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

TRADEMARK

REEL: 002901 FRAME: 0831

**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.

# 14

**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)**


933,807		
1,268,477		
1,719,293		

**Number of Properties**

Enter the total number of properties involved.

# 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

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 Gilbert*  
Signature

6/26/03  
Date Signed

## ASSIGNMENT AND LICENSE AGREEMENT

THIS ASSIGNMENT AND LICENSE (the "Agreement") made and entered into this 17th day of March, 2003, (the "Effective Date") by and between B. Braun Medical Inc., a Pennsylvania corporation ("Braun"), and Hormel Healthlabs, Inc., a Minnesota corporation, and Hormel Foods, LLC., a Minnesota limited liability company (collectively "HHL").

### WITNESSETH:

WHEREAS, Braun is the sole and exclusive owner of all right, title and interest in and to the trademarks AMIN-AID, HEPATIC-AID and IMMUN-AID in the United States and certain foreign countries, as set forth in Schedule "A" hereto (the "Trademarks").

WHEREAS, Braun desires to sell, assign and transfer to HHL all of Braun's rights, title and interest in and to the Trademarks, and the goodwill associated therewith, as of the Effective Date, all as set forth below;

WHEREAS, HHL desires to acquire and accept Braun's rights, title and interest in and to the Trademarks and the goodwill associated therewith, as set forth below;

WHEREAS, Braun has certain rights in and to the formulas, specifications, and processes required to produce the AMIN-AID and HEPATIC-AID products sold under the Trademarks, a true and correct copy of which are attached hereto as Schedule B ("Product Formulas");

WHEREAS, Braun desires to grant, and HHL desires to obtain, certain license rights with respect to the Product Formulas in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree, as follows:

1. Assignment of Rights. Subject to the terms hereof, as of the Effective Date, Braun hereby sells, assigns, transfers, conveys and delivers to HHL all of Braun's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks, and the unconditional right to use, license, renew, sell or otherwise dispose of the Trademarks. After the Effective Date, HHL has the unconditional right to sue and recover any damages and profits and all other remedies for past and future infringements thereof, and shall retain for its exclusive benefit any and all recoveries arising from such acts of infringement. Braun agrees to deliver to HHL within a reasonable time after the Effective Date all files, applications, registration certificates, and all other documents and information relating to the Trademarks that it may have in its possession. HHL agrees that after the delivery thereof, it shall be responsible for all expenses in connection with the transfer, filing, prosecution and maintenance of the Trademarks. After the Effective Date, Braun shall immediately cease all use of the Trademarks, except as provided in Section 6 herein.

2. License Grant/Assignment of Ownership. As of the Effective Date and subject to the terms hereof, Braun hereby grants to HHL a perpetual, sublicensable, license to the Product Formulas to make, have made, use, import, sell, offer to sell and have sold products incorporating or utilizing the Product Formulas exclusively in the United States, and non-exclusively in any other countries outside of the United States. Braun and its affiliates retains the right to manufacture, market and sell products directly and through authorized distributors incorporating or utilizing the Product Formulas under different marks than the Trademarks only outside of the United States. Braun hereby agrees not to grant to any third party a license to use the Product Formulas outside the United States. To assist HHL in its sales, Braun will provide HHL with access to the identity of its current customers for those products sold using the Trademarks.

3. Technology Transfer. As of the Effective Date, Braun shall provide to HHL at no additional charge, copies of those drawings, specifications, and manufacturing processes and procedures within Braun's or its subsidiaries possession that directly relate to the Product Formulas.

4. Payment.

(a) In consideration for the assignment of the Trademarks and the license of Product Formulas, HHL shall pay Braun \$600,000 by wire transfer of immediately available funds in equal monthly installments of \$16,666.67, beginning on April 1, 2003 and continuing on the first day of each month thereafter until paid in full.

(b) All payments made pursuant to this agreement shall be paid in U.S. Dollars.

5. Branding of Product by HHL. It is understood that enteral products sold by HHL under the Trademarks may be different from those enteral products sold by Braun under the Trademarks. Accordingly, it is agreed that for a period of two (2) years from the date of commercial launch by HHL of a product containing the Trademark (if the formulations differ from Braun's current formulations), HHL shall place on all of its labeling, advertising and product descriptions that references the Trademarks (a) a statement that clearly indicates that the product sold by HHL or its Affiliates or sublicensees is different from the product previously sold under such Trademark and (b) a statement in a conspicuous location and in bold typeface, that HHL's product "is not manufactured, produced or distributed by B. Braun Medical, Inc." The language adopted by HHL shall be reviewed and approved by Braun prior to use by HHL, and the statement referenced in subsection (a) shall only be required if the products are not manufactured pursuant to the Product Formulas. For IMMUN-AID, the aforementioned will apply, however, HHL may not manufacture an enteral product using the IMMUN-AID Trademark for a period of 2 years after the Effective Date, without Braun's prior consent.

6. Right to Sell Existing Inventory of Products. Notwithstanding anything contained herein to the contrary, Braun and its distributors and resalers shall have the right to market and sell all existing inventory of Products bearing the AMIN-AID and HEPATIC-AID Trademarks that it has manufactured prior to the date hereof until April 25, 2003 in the ordinary course of business consistent with its past practices and at current market prices. Braun may

continue to sell its remaining inventory of IMMUN-AID that it had manufactured prior to the Effective Date hereof in the ordinary course of business until July 25, 2003.

7. Product Returns. For all products bearing the Trademarks sold by Braun before the Effective Date or during the two-year license period thereafter that are returned by the customers to HHL, the parties agree that HHL shall promptly (a) provide Braun with documentation sufficient for Braun to (i) identify the customer returning the product, (ii) confirm that the product was sold by Braun, (ii) confirm the quantity of product being returned and the amount of reimbursement sought by the customer, (b) provide Braun with such other information as Braun may reasonably request, and (c) provide Braun with an invoice for the amount HHS has determined is required to be reimbursed. Braun shall pay any undisputed amount within thirty (30) days of receipt of such invoice. HHL shall have no right of set-off against any amounting due and owing from HHL to Braun hereunder.

8. Braun's Obligations. Braun shall maintain the confidentiality of all non-public information regarding the Product Formulas unless such disclosure is required by any governmental agency or court of law.

9. Prosecution of Infringement of Trademarks. Braun and HHL shall promptly notify the other if it knows that rights to the Trademarks are being infringed or misappropriated by a third party. HHL shall, in its sole discretion, elect whether to prosecute any alleged infringement or misappropriation of the Trademarks for its own account at its own expense, and shall retain all proceeds from such prosecution. Braun shall cooperate, at HHL's cost, in connection with the prosecution by HHL of any such action.

10. Termination. In the event that either party has breached any representation, warranty or covenant contained this Agreement and such breach is not cured to the other party's reasonable satisfaction within thirty (30) days following written notice of the nature of the breach by the non-breaching party, the non-breaching party shall have the right to terminate the Agreement, and subject to Section 19(f) hereof, pursue any and all remedies available in law or in equity.

11. Recording of Assignment. Braun agrees to execute and deliver at the reasonable request of HHL, any and all instruments, assignments and papers and to perform any other reasonable acts HHL may reasonably require in order to consolidate, vest and record in HHL, all of Braun's rights, title and interest in and to the Trademarks.

12. Due Diligence, Indemnification and Product Liability. The parties agree to the following:

(a) HHL and HHL's attorney have had the opportunity to conduct due diligence and obtain information as deemed necessary by HHL and HHL's attorney in connection with the purchase and assignment of the Trademarks and the license to the Product Formulas and have had the opportunity to have representatives of the Braun answer any questions deemed relevant by HHL and its attorneys, if any, and all such questions have been answered and all requested information has been provided to HHL's full satisfaction. HHL is satisfied that it has

received adequate information with respect to all matters that HHL or HHL's counsel consider material to HHL's decision to enter into this Assignment.

(b) HHL agrees to indemnify and hold harmless Braun and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims for injuries (including death) or claims for damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing, or defending against any litigation commenced or threatened), including reasonable attorneys' fees, based upon or arising out of or related to (1) the use or sale of any product sold by HHL which uses, in any manner, the Trademarks or was made in accordance with the Product Formulas; (2) any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by HHL of any covenant or agreement made by HHL herein, and (3) the negligent or intentional acts or omissions of HHL from and after the date of this Agreement.

(c) Other than as provided in this Agreement, Braun agrees to indemnify and hold harmless HHL and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims for injuries (including death) or claims for damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing, or defending against any litigation commenced or threatened), including reasonable attorneys' fees, based upon or arising out of or related to (1) the use or sale of any product sold by Braun which uses, in any manner, the Trademarks; (2) any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by Braun of any covenant or agreement made by Braun herein or in any other document delivered in connection with this Agreement, and (3) the negligent or intentional acts or omissions of Braun from and after the date of this Agreement.

13. Warranties and Representations.

(a) Each party hereby represents and warrants that it has the corporate authority to execute, deliver and perform under this Agreement.

(b) To Braun's knowledge, the Trademarks do not infringe the intellectual property rights of any third party.

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 13, BRAUN MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE TRADEMARKS, INCLUDING WITHOUT LIMITATION, ANY OF THE FOLLOWING: (A) WHETHER THE TRADEMARKS ARE VALID, SUBSISTING, AND ENFORCEABLE AND NOT ABANDONED; (B) WHETHER THERE ARE ANY OTHER USERS OF THE TRADEMARKS OR VARIATIONS THEREOF THAT ARE SIMILAR ENOUGH TO THE PROPERTY AS TO BE LIKELY TO CAUSE CONFUSION OR MISTAKE AMONG CONSUMERS; AND (C) WHETHER THIS ASSIGNMENT OF TRADEMARKS IS VALID AND NOT AN ASSIGNMENT IN GROSS. ADDITIONALLY, THE PRODUCT FORMULAS AND RELATED PROPERTY, ARE BEING ACQUIRED "AS IS, WHERE IS" WITH NO WARRANTIES AS TO CONDITION OR SUFFICIENCY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Successors and Assigns. This Assignment shall inure to the benefit of HHL and its successors and assigns and shall be binding upon Braun and its successors and assigns.

15. Recordation. Braun hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record HHL as the owner of and/or to issue to HHL in accordance with this instrument all registrations having to do with the Trademarks and renewals for any of the same.

16. Controlling Law. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Minnesota.

17. Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Notices. All communications, notices and consents shall be in writing and be given by means of either facsimile or by mail, and shall become effective on delivery if sent by facsimile, and three days after deposit in U.S. mail if sent by regular mail.

Notices shall be addressed as follows:

(i) If to Braun: B. Braun Medical Inc.  
824 Twelfth Avenue  
Bethlehem, PA 18018  
Fax: (610) 691-6651  
Attn: Charles A. DiNardo, Esquire  
Senior Vice President, General Counsel

With a copy to: Paul J. Kennedy, Esquire  
Pepper Hamilton, LLP  
3000 Two Logan Square  
Eighteen and Arch Streets  
Philadelphia, PA 19103  
Fax: (215) 981-4750

(ii) If to HHL: Hormel Healthlabs, Inc.  
1 Hormel Place  
Austin, MN 55912  
Fax: 507-437-9815  
Attn: Daniel J. McHugh

With a copy to: Hormel Foods Corporation  
Law Department  
1 Hormel Place

19. Miscellaneous.

(a) Subject Headings. The subject headings of the Sections of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

(b) Entire Agreement and Waiver. This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto, relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement relating to the subject matter hereof. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto relating to the subject matter hereof. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

(c) Disputes/Cure/Arbitration. The parties agree to explore the use of mediation and arbitration to resolve any claim or dispute between the parties arising out of or relating to this Agreement. Provided, this Section 18 shall not obligate either party to submit any such claim or dispute to mediation or arbitration. Notwithstanding, nothing contained in this Section 20 (c) shall preclude either party from seeking injunctive relief in connection with the breach of Sections 5, 6 or 13 of this Agreement.

(d) Interpretations and Definitions. This Agreement has been jointly negotiated by the parties and is to be interpreted according to its fair meaning as if the parties had prepared it together and not strictly for or against any party. In this Agreement whenever the context so requires, the gender includes the neuter, feminine and masculine and the number includes the singular and the plural and the words "person" and "party" include individuals, corporations, partnerships, firms, trusts, associations, other legal entities and any group of persons acting in concert. Any references to parties, Sections shall be to the parties hereto and the relevant Sections of this Agreement as appropriate. The word "or" is inclusive and shall also mean "and." The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular articles, section or other subdivision. The words "includes" and "including" shall mean by way of example and not by way of limitation. Time is of the essence with respect to this Agreement. References in this Agreement to provisions of this Agreement refer to the terms, conditions and promises contained in this Agreement taken as a whole.

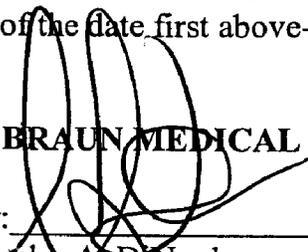
(e) Relationship of Parties. The relationship between Braun and HHL as established by this Agreement is that of independent contractors. As such, subject to the provisions of this Agreement, Braun and HHL each will conduct their respective business at their own initiative, responsibility and expense, and each will have no authority to incur any obligation on behalf of the other.

(f) Limitation of Liability. ABSENT A WILLFUL OR INTENTIONAL BREACH OF THIS AGREEMENT, NEITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST BUSINESS, PROFITS OR DAMAGES ARISING FROM OR CONNECTED WITH LOST, DAMAGED OR ALTERED DATA OR LOSS OF GOODWILL.

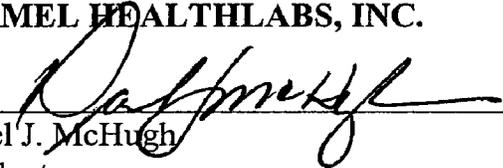
(g) Further Assurances. From time to time, as and when requested by any party hereto, the other party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

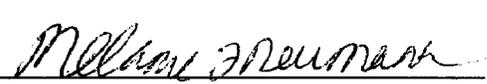
**B. BRAUN MEDICAL INC.**

By:   
\_\_\_\_\_  
Charles A. DiNardo  
Senior Vice President, General Counsel

**HORMEL HEALTHLABS, INC.**

By:   
\_\_\_\_\_  
Daniel J. McHugh  
President

**HORMEL FOODS, LLC.**

By:   
\_\_\_\_\_  
Melanie J. Neumann  
Assistant General Attorney and  
Assistant Secretary

ACKNOWLEDGMENT

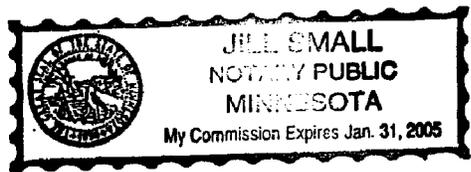
STATE OF MINNESOTA :  
 : ss.  
COUNTY OF MOWER :

Melanie J. Neumann, being duly sworn, says that he is the Assistant General Attorney and Assistant Secretary of Hormel Foods, LLC, acting on behalf of Hormel Foods, LLC, a Minnesota corporation, and acknowledges that he did sign said instrument for Melanie J. Neumann on behalf of Hormel Foods, LLC, pursuant to due authority.

Melanie J. Neumann

Sworn to and subscribed  
before me this 13<sup>th</sup> day  
of march, 2003.

Jill Small  
Notary Public



My commission expires: 1-31-05  
(SEAL)

**SCHEDULE A****Trademarks**

<b>Country</b>	<b>Reg. No.</b>	<b>Mark</b>
United States	933,807	AMIN-AID (Class 5)
Argentina	1552080	AMIN-AID (Class 5)
Brazil	817574913	AMIN-AID (Class 5, 18)
Canada	244826	AMIN-AID (No Class in Canada)
Chile	431677	AMIN-AID (Class 5)
Columbia	163752	AMIN-AID (Class 5)
Ecuador	4514-95	AMIN-AID (Class 5)
El Salvador	208B37	AMIN-AID (Class 5)
United Kingdom	1177190	AMIN-AID (Class 5)
Guatemala	85544	AMIN-AID (Class 5)
Mexico	503488	AMIN-AID (Class 5)
New Zealand	B165742	AMIN-AID (Class 5)
Panama	67290	AMIN-AID (Class 5)
Peru	7625	AMIN-AID (Class 5)
Portugal	261056	AMIN-AID (Class 5)
China	1044744	AMIN-AID (Class 5)
Taiwan	622038	AMIN-AID (Class N)
Uruguay	265426	AMIN-AID (Class 5)
Venezuela	App. No. 18790-93	AMIN-AID (Class 5)
United States	1,268,477	HEPATIC-AID (Class 5)
Argentina	1506287	HEPATIC-AID (Class 5)
Benelux	360073	HEPATIC-AID (Class 5)
Brazil	817574921	HEPATIC-AID (Class 5)
Canada	253915	HEPATIC-AID (No Class in Can.)
Columbia	158422	HEPATIC-AID (Class 5)
Ecuador	4505-95	HEPATIC-AID (Class 5)
El Salvador	160B37	HEPATIC-AID (Class 5)
France	99803709	HEPATIC-AID (Class 5)
Guatemala	86500	HEPATIC-AID (Class 5)
Mexico	440171	HEPATIC-AID (Class 5)
Panama	67295	HEPATIC-AID (Class 5)
Peru	1269	HEPATIC-AID (Class 5)
Portugal	261058	HEPATIC-AID (Class 5)
Saudi Arabia	125/36	HEPATIC-AID (Class 5)
Uruguay	265428	HEPATIC-AID (Class 5)
Venezuela	App. No. 18791-93	HEPATIC-AID (Class 5)
Venezuela	174605	HEPATIC-AID (Class 6)
Venezuela	App. No. 15508-92	HEPATIC-AID (Class 2)
Argentina	1573354	IMMUN-AID (Class 5)

Country	Reg. No.	Mark
Brazil	817574883	IMMUN-AID (Class 5)
Colombia	174683	IMMUN-AID (Class 5)
Ecuador	4506-95	IMMUN-AID (Class 5)
El Salvador	65B59	IMMUN-AID (Class 5)
Guatemala	114979	IMMUN-AID (Class 5)
Mexico	440166	IMMUN-AID (Class 5)
Panama	67291	IMMUN-AID (Class 5)
Peru	1268	IMMUN-AID (Class 5)
Taiwan	622037	IMMUN-AID (Class 5)
United States	1,719,293	IMMUN-AID (Class 5)
Venezuela	App. No. 22320-93	IMMUN-AID (Class 5)
Venezuela	App. No. 15496-92	Filed as IMMUNAID (Class 2)
Venezuela	174604	Filed as IMMUNAID (Class 5)

Notwithstanding anything contained in this Agreement to the contrary, HHL shall not acquire any right, title or interest of Braun, if any, in the AMIN-AID, HEPATIC-AID and IMMUN-AID trademarks in Italy and each country that constituted part of the former Yugoslavia.

State of Delaware  
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MCGAW, INC.", A DELAWARE CORPORATION,

WITH AND INTO "B. BRAUN MEDICAL INC." UNDER THE NAME OF "B. BRAUN MEDICAL INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1997, AT 10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

RECORDED & INDEXED



*Edward J. Freel*

Edward J. Freel, Secretary of State

2840705 8100M

971454367

AUTHENTICATION: 8844002

DATE: 12-31-97

TRADEMARK

REEL: 002901 FRAME: 0843

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 10:00 AM 12/31/1997  
971454367 - 2242204

## CERTIFICATE OF OWNERSHIP AND MERGER

of

**McGAW, INC.**  
(a Delaware corporation)

into

**B. BRAUN MEDICAL INC.**  
(a Pennsylvania corporation)

B. BRAUN MEDICAL INC. (hereinafter called the "Corporation"), a corporation organized and existing under the laws of the State of Pennsylvania, does hereby certify:

1. B. BRAUN MEDICAL INC. (hereinafter sometimes referred to as the "Corporation"), is a business corporation of the State of Pennsylvania.
2. The Corporation is the owner of all of the outstanding shares of the capital stock of McGaw, Inc., which is a business corporation of the State of Delaware.
3. The laws of the jurisdiction of organization of B. Braun Medical Inc. permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.
4. The Corporation hereby merges McGaw, Inc. into the Corporation.
5. The following is a copy of the resolutions adopted on December 18, 1997 by the Board of Directors of the Corporation to merge the said McGaw, Inc. into the Corporation:

RESOLVED, that McGaw, Inc. be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of McGaw, Inc. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by McGaw, Inc. in its name;

RESOLVED FURTHER, that this Corporation assume all of the obligations of McGaw, Inc.;

RESOLVED FURTHER, that this Corporation does hereby agree that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of McGaw, Inc., as well as for enforcement of any obligation of this Corporation arising from the merger herein provided for; does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding; and does hereby specify the following address without the State of

DEC-31-97 WED 11:52

NCR 7341450

FAX NO. 7341476

P.03

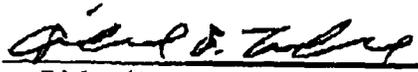
Delaware to which a copy of such process shall be mailed by the  
Secretary of State of the State of Delaware:

B. Braun Medical Inc.  
824 Twelfth Avenue  
Bethlehem, PA 18018

RESOLVED FURTHER, that this Corporation shall cause to be  
executed and filed and/or recorded the documents prescribed by  
the laws of the State of Delaware, by the laws of the State of  
Pennsylvania and by the laws of any other appropriate jurisdiction  
and will cause to be performed all necessary acts within the  
jurisdiction of organization of McGaw, Inc. and of this  
Corporation and in any other appropriate jurisdiction.

Executed on this 18<sup>th</sup> of December, 1997

B. BRAUN MEDICAL INC.

By: 

Richard B. Trechak, President



Corporate Office

Writer's Direct Dial Number: (507) 437-5048  
Writer's E-Mail Address: krmallory@hormel.com  
Law Department Fax Number: (507) 437-5135

Hormel Foods, LLC  
1 Hormel Place  
Austin MN 55912-3680

July 1, 2003

Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
PO Box 1450  
Alexandria, Virginia 22313-1450

**RE: Assignment of Trademarks from B. Braun Medical Inc. to Hormel Foods, LLC**

Dear Sir or Madam:

We are enclosing the following to file the Assignment for the above identified trademarks in the U.S. Trademark Office:

1. Recordation Form Cover Sheet
2. Assignment and License Agreement
3. Certificate of Ownership and Merger of McGaw, Inc. into B. Braun Medical Inc.
4. A check for \$90.00
5. Postcard acknowledging receipt.

Please process. Thank you.

Sincerely,

Kara R. Mallory  
Paralegal

Enclosures

"Express Mail" Mailing Label Number: EU931041565US  
Date of Deposit: July 1, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Box Assignments, Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

  
Kara R. Mallory

TRADEMARK  
REEL: 002901 FRAME: 0846

## POWER OF ATTORNEY AT LAW

Applicant hereby appoints the following attorneys:

Kevin C. Jones  
Mahlon C. Schneider  
Debora G. Parrish  
Brian D. Johnson  
Hormel Foods Corporation  
1 Hormel Place  
Austin, MN 55912

Allen W. Hinderaker  
William D. Schultz  
Merchant & Gould P.C.  
3200 IDS Center  
80 S. Eighth Street  
Minneapolis MN 55402-2215

as its principal attorneys to have full power to prosecute this application to registration, to receive the Certificate of Registration, to submit any post-registration documents, to transact all business in the United States Patent and Trademark Office in connection therewith, and to have full power of substitution, association, and revocation, including the power to revoke the power of attorney of any associate attorney. Each attorney listed is hereby authorized to have associate power of attorney to sign any paper and to conduct any business on behalf of Applicant with respect to this application or any resulting registration.

It is requested that all correspondence be directed to:

Kevin C. Jones  
Senior Attorney & Assistant Secretary  
Hormel Foods Corporation  
1 Hormel Place  
Austin MN 55912-3680  
Phone: (507) 437-5248  
Facsimile: (507) 437-5135  
E-Mail Address: [kcjones@hormel.com](mailto:kcjones@hormel.com)