

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):  
International Trading Company, Ltd.

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: Tyson Refrigerated Processed Meats, Inc  
Internal Address: \_\_\_\_\_  
Street Address: 2210 W. Oaklawn Dr, AR058124  
City: Springdale State: AR ZIP: 72762

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 3, 2004

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

A. Trademark Application No.(s)  
\_\_\_\_\_

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
See attached Exhibit B

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

Name: Essa Hicks  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: 2210 W. Oaklawn Dr, AR058124  
\_\_\_\_\_

City: Springdale State: AR ZIP: 72762

6. Total number of applications and registrations involved: ..... 11

7. Total fee (37 CFR 3.41).....\$ 290.00


Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
502227  
(Attach duplicate copy of this page if paying by deposit account.)

CH \$290.00 502227 2071608

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.*

Jenna R. Johnston                                                            August 3, 2004  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 7

**EXHIBIT B**  
**TRADEMARKS**

U.S. Registrations:

<b>Mark</b>	<b>Registration No.</b>
BACON GRILL	2,071,608
C CONTINENTAL BRAND DELI CHOICE	2,382,140
CONTINENTAL READY SLICES BRAND	2,458,922
COUNTRY RIBBON	1,545,498
COUNTRY RIBBON CHAMP	2,217,944
HAFNIA	443,504
HAFNIA & DESIGN	1,057,810
PAK-A-LUNCH	1,788,934
PAK-A-LUNCH	2,292,806
PAK-A-PUNCH	2,378,178
PREMIUM CHOICE	2,065,383

**CONFIRMATION ASSIGNMENT**

WHEREAS, pursuant to a BILL OF SALE entered into to be effective on June 26, 2003 (hereinafter the "BILL OF SALE"), International Trading Company, Ltd., a Texas limited partnership ("ITC"), 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 ITC to Tyson, and did not confirm that the trademarks and trade names (hereinafter collectively referred to as "trademarks") were being transferred from ITC 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 ITC and executed the BILL OF SALE on behalf of ITC, 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, ITC 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 tunc* 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 3<sup>rd</sup> day of August 2004.

INTERNATIONAL TRADING COMPANY,  
LTD., a Texas limited partnership

By: Tyson Refrigerated Processed, Meats, Partner of  
International Trading Company, Ltd. on June 26,  
2003

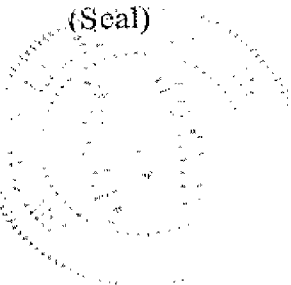
By: Jenna R. Johnston  
Jenna R. Johnston, Assistant Secretary  
[Printed or typed name and title]

STATE OF ARKANSAS            )  
   )  
 COUNTY OF Benton            ) ss:

This instrument was acknowledged before me on August 3<sup>rd</sup>, 2004, by  
Jenna R Johnston, as Assistant Secretary of International Trading  
 Company, Ltd., a Texas limited partnership.

Jennifer J Kay  
 Notary Public  
 My Commission Expires: Oct. 1, 2006  
 Commission # \_\_\_\_\_

(Seal)



**BILL OF SALE**

This Bill of Sale is entered into to be effective June 26, 2003, by International Trading Co., 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;
6. 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.

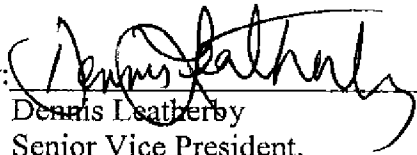
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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

"SELLER"

INTERNATIONAL TRADING CO., LTD., a  
Texas limited partnership

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

By:   
Dennis Leatherby  
Senior Vice President,  
Finance & Treasurer

ATTEST:

  
R. Read Hudson, Secretary