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RECORDATION F TRADEMA

DEPT OF COMMERCE Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): B.C. ROGERS POULTRY, INC. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State MISSISSIPPI [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: KOCH FOODS OF MISSISSIPPI LLC Internal Address: Street Address: 1300 HIGGINS SUITE 119 City: PARK RIDGE State: IL Zip: 60068 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other LIMITED LIABILITY COMPANY 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: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: DECEMBER 29, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1837989 Additional number(s) attached [ ] Yes [x] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: DAVID S. ROSENBERG Internal Address: LAW OFFICES OF JOEL WEISMAN, P.C.

7. Total fee (37 CFR 3.41) \$ 40 [x] Enclosed [ ] Authorized to be charged to deposit account

Street Address: 1901 RAYMOND DRIVE SUITE 6 City: NORTHBROOK State: IL Zip: 60062

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

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. JOSEPH C. GRENDYS Signature Date 2-19-04 Name of Person Signing Signature Date

5/2004 DBYRNE 00000053 1047889

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

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

## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets (this "Assignment"), dated as of December 27, 2001, is by B.C. Rogers Poultry, Inc. and B.C. Rogers Processors, Inc., Debtors in Possession ("Assignors"), in favor of Koch Foods of Mississippi LLC and Koch Farms of Mississippi LLC ("Assignees").

**WHEREAS**, Assignees and Assignors are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of November 16, 2001;

**WHEREAS**, Assignors are subject to the provisions of that certain Order Granting Debtors Motion for Order Authorizing Debtors to Sell Assets and to Assume, Assign and Sell Certain Executory Contracts and Unexpired Leases that Relate Thereto Free and Clear of All Liens, Claims and Encumbrances filed December 21, 2001 (Case Nos. 301-06515 and -06516) (the "Order");

**WHEREAS**, Assignors have interests in certain intellectual property assets, including without limitation, those patent and trademark rights set forth on Schedule 3.12 to the Asset Purchase Agreement (collectively, the "IP Assets");

**WHEREAS**, pursuant to the Asset Purchase Agreement and the Order, Assignors are required to sell, assign, transfer and convey its business and substantially all of its assets to Assignees, including without limitation all of their interests in the IP Assets, and it is a condition to the consummation of the transactions contemplated by the Asset Purchase Agreement that Assignors sell, assign, transfer and convey to Assignees all of their interests in the IP Assets;

**NOW, THEREFORE**, for the consideration set forth in the Asset Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by Assignors to have been received in full:

1. Assignors hereby sell, convey, assign and transfer to Assignees their entire right, title and interest in, to and under all IP Assets, together with the goodwill of the business symbolized by such IP Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for infringement of such IP Assets, these rights to be held and enjoyed by Assignees as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.
2. Assignors hereby represent that (a) they have the full right to convey their right, title and interest in the IP Assets to Assignees, (b) this Assignment is effective to transfer all of their right, title and interest in the IP Assets to Assignees, and (c) neither of them is required to pay any royalty, license, fee or other similar compensation with respect to the IP Assets in connection with the current or prior conduct of the Business (as such term is defined in the Asset Purchase Agreement).

3. Assignors covenant and agree that they will not use any of the IP Assets after the date hereof.

4. Assignors covenant and agree to execute any and all documents reasonably requested by Assignees for the purpose of carrying out the intent and purposes of this Assignment. Assignors further covenant and agree that they will cooperate with Assignees to enable Assignees to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Such cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the IP Assets, all to the extent deemed necessary or desirable by Assignees for (a) the continued prosecution, if any, of the IP Assets, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark applications that Assignees may elect to pursue stemming from the IP Assets, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same, (b) participation in any legal or administrative proceedings involving the IP Assets, and (c) otherwise fully carrying out the terms of this Assignment.

5. The terms and covenants of this Assignment shall inure to the benefit of Assignees and their successors and assigns and shall be binding upon Assignors and their respective successors, assigns, heirs and personal representatives.

6. Assignors represent and warrant that, since January 1, 1997, they have not entered into, and covenant and agree that they will not enter into, any assignment, contract or understanding in conflict herewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have each executed this Assignment on the day and year first above written.

ASSIGNORS:

B.C. Rogers Poultry, Inc.

By: Tito Echiburn  
Name: TITO ECHIBURN  
Title: C.F.O.

B.C. Rogers Processors, Inc.

By: Tito Echiburn  
Name: TITO ECHIBURN  
Title: C.F.O.

ASSIGNEES:

Koch Foods of Mississippi LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Koch Farms of Mississippi LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2:557053.3

IN WITNESS WHEREOF, the parties hereto have each executed this Assignment on the day and year first above written.

ASSIGNORS:

B.C. Rogers Poultry, Inc.

B.C. Rogers Processors, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEES:

Koch Foods of Mississippi LLC

Koch Farms of Mississippi LLC

By: *x* Joseph C. Greedy  
Name: Joseph C. Greedy  
Title: Manager

By: *x* Joseph C. Greedy  
Name: Joseph C. Greedy  
Title: Manager

2:557053.3

SCHEDULE 3.12  
Intellectual Property  
[See Attached]

SCHEDULE 3.12

Patents and Trademarks held by B.C. Rogers Poultry, Inc.

U.S. Patent Registration Number 5,370,573 on Chicken breast sliding Method and Apparatus, Registration Date 12/06/94

U.S. Patent Registration Number 5,786,015 on Method for Producing Food Grade Poultry Oil and Meal, Registration Date 07/28/98

U.S. Patent Registration Number 5,799,568 on Method for Producing Food Grade Poultry Oil and Meal, Registration Date 09/01/98

U.S. Trademark Registration Number 2,192,449, mark: CHEF'S BUTTERFLY, Registration Date 09/29/98

U.S. Trademark Registration Number 1,475,174, mark: PARTY WINGS, Registration Date 12/31/91

U.S. Trademark Registration Number 1,183,998, mark: R ROGERS ROYAL and Design, Registration Date 12/29/81

U.S. Trademark Registration Number 736,881, mark: R ROGERS ROYAL and Design, Registration Date 10/26/87

U.S. Trademark Registration Number 736,518, mark: ROGERS ROYAL, Registration Date 10/26/87

U.S. Trademark Registration Number 1,627,403, mark: THE PAMPERED POULTRY PEOPLE, Registration Date 12/11/90

U.S. Trademark Registration Number 2,203,965, mark: MR. BENNIE'S, Registration Date 11/17/98

U.S. Trademark Registration Number 1,837,989, mark: PARTY WINGS, Registration Date 05/31/94

LAW OFFICES OF

JOEL WEISMAN, P.C.

JOEL D. WEISMAN  
DAVID S. ROSENBERG

1901 RAYMOND DRIVE - SUITE 6  
NORTHBROOK, IL 60062  
TELEPHONE (847) 400-5900  
FAX (847) 400-5534

OF COUNSEL  
SCOTT A. WEISMAN  
KEITH M. KANTER

April 2, 2004

Commissioner for Trademarks  
2900 Crystal Drive  
Box Assignments  
Arlington, VA 22202

Re: ASSIGNMENT  
Registration Numbers: 1837989  
Receiving Party: Koch Foods of Mississippi LLC

To Whom It May Concern:

Enclosed is a Recordation Form Cover Sheet and copies of the Assignment of the above-referenced registered trademark. Also enclosed is a check in the sum of \$40.00 for the recording fee payable to the Commissioner for Trademarks.

A self-addressed stamped envelope and a list of the items submitted is enclosed. Please return it to me to confirm receipt.

Very truly yours,

LAW OFFICES OF JOEL WEISMAN, P.C.



DAVID S. ROSENBERG  
DSR/ns  
Enclosures



04-09-2004

U.S. Patent & TMOfr/TM Mail RcptDt. #77

RECORDED: 04/09/2004

TRADEMARK  
REEL: 002961 FRAME: 0846