

6/25/04

06-30-2004



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FINANCE SECTION

**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

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
06/25/2004

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06/25/2004

Name Jennie-O Turkey Store, Inc.

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Minnesota

Receiving Party

Mark if additional names of receiving parties attached

Name Jennie-O Turkey Store, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2505 Willmar Avenue SW

Address (line 2) _____

Address (line 3) Willmar MN 56201

City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation

Other _____

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

06/29/2004 BTOM11 00000021 76526824
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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: 002999 FRAME: 0111

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)

Registration Number(s)

| | | | | | | |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text" value="76/526,824"/> | <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"/> | <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"/> | <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

(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


Signature

6/22/04
Date Signed

Name of Person Signing

POWER OF ATTORNEY AT LAW

Applicant hereby appoints the following attorneys:

Kevin C. Jones
Mahlon C. Schneider
Brian D. Johnson
Lori J. Marco
Nancy V. Hoyt
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

TRADEMARK AND COPYRIGHT ASSIGNMENT

WHEREAS, Jennie-O Turkey Store, Inc. ("JOTS"), a Minnesota Corporation having its principal place of business at 2505 Willmar Avenue SW, Willmar, MN 56201, has adopted the mark designated in Schedule "A" ("the Mark"), and has used the Mark continuously and is still using the Mark; and

WHEREAS, JOTS is the owner of copyrights in and to original works of authorship used in connection with manufacturing, distributing, advertising, and promoting products sold under the Mark, including without limitation product labels; packaging materials; advertising, promotional and public relations materials; and textual, musical, graphical and audiovisual materials distributed or otherwise made available on the Internet or other global computer networks (the "Works"); and

WHEREAS, Jennie-O Turkey Store, LLC ("LLC") a Minnesota corporation having its principal place of business at 2505 Willmar Avenue SW, Willmar, MN 56201, desires to acquire JOTS's rights and goodwill in the Marks and JOTS's rights, title and interest in the Works;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JOTS agrees as follows:

1. **DEFINITION OF TERRITORY.** For purposes of this Assignment, the term "Territory" shall be defined as the United States.
2. **TRADEMARK ASSIGNMENT.** JOTS hereby assigns unto LLC all of its right, title and interest in and to the Mark within the Territory, together with the goodwill of the business symbolized by the Mark, and the applications and registrations identified in Schedule "A," effective June 25, 2004.
3. **COPYRIGHT ASSIGNMENT.** JOTS hereby unconditionally sells, transfers, assigns and sets over to LLC, JOTS's right, title and interest in and to the Works within the Territory, including, without limitation, the copyrights and registrations of such Works identified in Schedule "B" and all renewals and extensions thereof, effective June 25, 2004.

4. GENERAL PROVISIONS

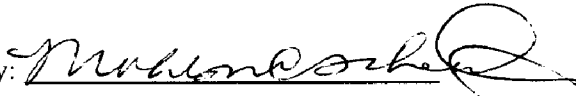
4.1 LLC has the unconditional right at any time after the effective date of this Assignment to renew, sell, license or otherwise dispose of any and all rights in the Mark or Works and to retain the entire proceeds thereof for LLC's exclusive benefit. LLC further has the unconditional right at any time after the effective date of this Assignment to demand, sue and recover for any and all acts of dilution or infringement of the trademarks, copyrights or other rights in the Mark or Works, whether such acts of dilution or infringement occurred prior to, at, or after the effective date of this Assignment. LLC shall have the right to retain for its exclusive benefit any and all recoveries arising from such acts of dilution or infringement.

4.2 JOTS represents and warrants that (a) JOTS has full power and authority to assign the rights granted herein, (b) JOTS owns all rights in the Mark and Works necessary to support the conveyances made herein, (c) JOTS has not previously assigned, transferred or otherwise encumbered the rights granted herein, (d) the Mark do not infringe any patent, trademark, copyright, right of publicity or any other similar right of any person or entity, and (e) the Works are original works of authorship and do not infringe any patent, trademark, copyright, right of publicity or any other similar right of any person or entity.

4.3 If, after giving effect to the conveyances made herein, JOTS retains any rights in and to the Mark or Works, including, without limitation, any moral rights, artist's rights or similar rights, JOTS hereby waives all such rights, including, without limitation, the moral rights of attribution and integrity, for all Mark and Works for all possible uses or purposes.

4.4 This Assignment shall be binding on the successors, assigns and legal representatives of JOTS and shall inure to the benefit of LLC and its successors, assigns and legal representatives.

JENNIE-O TURKEY STORE, INC.

By: 


Name: Mahlon C. Schneider

Title: Secretary

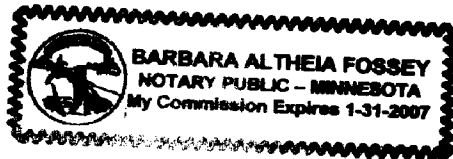
STATE OF MINNESOTA

COUNTY OF MOWER

This instrument was acknowledged before me on June 25, 2004, by Mahlon C. Schneider, Secretary of Jennie-O Turkey Store, Inc., a Minnesota corporation, on behalf of said Company.


Notary Public

Seal:



Schedule A

Domestic Intellectual Property

Trademarks

| TRADEMARK | SERIAL NO. |
|--------------------------------|------------|
| THE GREAT AMERICAN CELEBRATION | 76/526,824 |
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Schedule B
Works