

06-29-2004

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RECORDED 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 / 27 / 2003

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06 / 27 / 2003

Name CFI of Wisconsin, dba Century Foods International

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Wisconsin

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

2001 JUN 24 AM 8:25
OPR/FINANCE

06/28/2004 METACHE 00000079 76527206

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

507-437-5248

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="76/527,286"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,465,210"/>	<input type="text" value="2,114,982"/>	<input type="text"/>
<input type="text" value="76/219,079"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,026,033"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/173,020"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,654,777"/>	<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

Name of Person Signing



Signature

6/22/04

Date Signed

ASSET PURCHASE AGREEMENT

by and among

HORMEL FOODS CORPORATION,

CENTURY ACQUISITION CORPORATION

and

CFI OF WISCONSIN, INC.

dated

JUNE 27, 2003

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "*Agreement*"), dated as of June 27, 2003, is made and entered into by and among Hormel Foods Corporation, a Delaware corporation ("*Hormel Foods*"), Century Acquisition Corporation, a Delaware corporation and wholly owned subsidiary of Hormel Foods ("*Buyer*"), and CFI of Wisconsin, Inc., a Wisconsin corporation doing business as Century Foods International (the "*Company*").

WHEREAS, the Company is engaged in the business of manufacturing nutritional products, dairy blends, cheese products and dairy proteins for the food, sports, health and nutritional supplement industries and in purchasing and selling dairy-based ingredients (commodity brokering) (the "*Business*");

WHEREAS, the Company desires to sell and assign to Buyer, and Buyer desires to purchase and assume from the Company, on the terms and conditions set forth in this Agreement, all of the assets that are currently being used by the Company in connection with the Business other than the Excluded Assets, and certain obligations and liabilities of the Company identified in Article I hereof incurred by the Company in connection with the Business (the "*Transaction*");

WHEREAS, the shareholders of the Company (the "*Shareholders*") have, in accordance with Wisconsin law, approved the Transaction and the terms and conditions of this Agreement; and

WHEREAS, Buyer and the Company desire to make certain representations, warranties, covenants, and agreements in connection with, and establish various conditions precedent to, the Transaction.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in this Agreement:

ARTICLE I

TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

1.01 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, the Company shall, at the Closing (as defined in Section 1.05 hereof), sell, transfer and assign to Buyer, and Buyer shall purchase, acquire and assume from the Company, all of the Company's right, title and interest, as of the Closing Date (as defined in Section 1.05 hereof), in and to all of the assets of the Company, except for the Excluded Assets (as defined in Section 1.02 hereof), free and clear of any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership (each, a "*Lien*") (except for Permitted Liens (as defined in Section 3.10(a) hereof)), which are related to, or used in conjunction with, the Business as currently conducted and as currently proposed to be conducted (collectively, the "*Purchased Assets*"). The Purchased Assets include, without limitation, the following:

(xv) all license agreements or agreements providing for the payment or receipt of royalties or other compensation by the Company in connection with the Intellectual Property Rights listed in *Schedule 3.17* of the Disclosure Schedule;

(xvi) all contracts or commitments for capital expenditures with respect to operation of the Business at any Transferred Real Property location and as to which the remaining unpaid balance exceeds \$100,000;

(xvii) all agreements for the sale of any Purchased Asset constituting a capital asset; and

(xviii) any other agreement that is material to the Business, or was not entered into in the ordinary course of the Business.

(b) The Company has performed all material obligations required to be performed by it in connection with the contracts or commitments required to be disclosed in *Schedule 3.16* of the Disclosure Schedule and is not in receipt of any claim of default under any contract or commitment required to be disclosed in such schedule. The Company has no Knowledge of any breach or anticipated breach by any other party to any contract or commitment required to be disclosed in such schedule.

(c) Prior to the date of this Agreement, Buyer has been supplied with a true and correct copy of each written contract or commitment, and a written description of the material terms of each oral contract or commitment, referred to *Schedule 3.16* of the Disclosure Schedule, together with all amendments, waivers or other changes thereto.

3.17 Intellectual Property Rights.

(a) *Schedule 3.17* of the Disclosure Schedule lists all rights in Intellectual Property Rights owned by, licensed to or otherwise controlled by the Company or used in, developed for use in or necessary to the conduct of the Business as now conducted or presently proposed to be conducted (and in the case of product formulations, formulas, processes and manufacturing methods sets forth such items on a Product-by-Product basis). The Company owns and possesses all right, title and interest, or holds a valid license, in and to, without payment to any other party, the Intellectual Property Rights set forth in such schedule and all trade secrets and know how owned by, licensed to or otherwise controlled by the Company or used in, developed for use in or necessary to the conduct of the Business as now conducted or presently proposed to be conducted. *Schedule 3.17* of the Disclosure Schedule lists all Intellectual Property Rights that have been licensed to third parties and those Intellectual Property Rights which are licensed from third parties.

(b) The Company has taken all necessary action to protect the Intellectual Property Rights set forth in *Schedule 3.17* of the Disclosure Schedule and all other Intellectual Property Rights owned by, licensed to or otherwise controlled by the Company or used in, developed for use in or necessary to the conduct of the Business as now conducted or presently proposed to be conducted. The Company has maintained all of its material trade secrets, including without limitation all product formulations, formulas, processes and manufacturing methods listed in *Schedule 3.17* of the Disclosure Schedule as trade secrets, and has not disclosed that information

to anyone except under a confidentiality agreement with no termination date. Except as set forth in *Schedule 3.17* of the Disclosure Schedule, each employee and consultant of the Business has signed a written confidentiality agreement, executed at the time such employee was hired or such consultant was engaged, as applicable, which agreement includes a requirement that such employee or consultant keep confidential all such trade secrets of the Company. Except as set forth in *Schedule 3.17* of the Disclosure Schedule, no such material trade secrets have been disclosed to any person outside of the Company. The Company has not received any notice of, nor are there any facts of which the Company has Knowledge which indicate a likelihood of, any infringement or misappropriation by, or conflict with, any third party with respect to such Intellectual Property Rights. No claim by any third party contesting the validity of any Intellectual Property Rights has been made, is currently outstanding or, to the Knowledge of the Company, is threatened. The Company has not received any notice of any infringement, misappropriation or violation by the Company of any Intellectual Property Rights of any third parties, and the Company has not infringed, misappropriated or otherwise violated any such Intellectual Property Rights. No infringement, illicit copying, misappropriation or violation has occurred or will occur with respect to products currently being sold by the Company or with respect to the products currently under development (in their present state of development) or with respect to the conduct of the Business as now conducted.

(c) Each Intellectual Property Right owned or used by the Company conforms in all material respects with any specification or documentation with respect thereto, and the Company has not received any notice or other communication of any claim by any customer or other person alleging that any Intellectual Property Right owned or used by the Company (including each product extension, modification or derivative thereof that has ever been licensed, sold or otherwise made available by the Company to any customer or potential customer) does not conform in all material respects with any such specification or documentation, and, to the Knowledge of the Company, there is no basis for any such claim.

(d) The Company owns and possesses all right, title and interest in and to, free and clear of any Liens, all manufacturing and packaging UPC codes, including prefixes and suffixes, that relate to the Products currently being sold by the Company.


(e) All advertising and promotional materials created by or for the benefit of the Company are owned by the Company, free and clear of any Liens, and no such material infringes, misappropriates or violates the Intellectual Property Rights of any third party in any material respect.

3.18 Litigation. Except as set forth in *Schedule 3.18* of the Disclosure Schedule, there are no actions, suits, proceedings, orders or investigations pending or, to the Knowledge of the Company, threatened against the Company or relating to the Business, the Purchased Assets or the Products, at law or in equity, or before or by any federal, state, municipal or other Governmental Entity.

3.19 Warranties. *Schedule 3.19* of the Disclosure Schedule lists all claims outstanding, pending or, to the Knowledge of the Company, threatened for breach of any warranty relating to any Products sold by the Company prior to the date hereof, including all product recalls. The

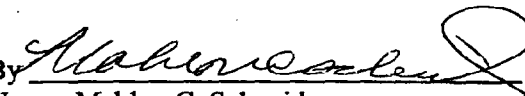
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HORMEL FOODS CORPORATION

By 

Name: Mahlon C. Schneider
Title: Senior Vice President, External
Affairs and General Counsel

CENTURY ACQUISITION
CORPORATION

By 

Name: Mahlon C. Schneider
Title: Secretary

CFI OF WISCONSIN, INC.

By _____

Name:
Title:

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

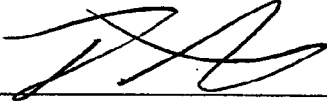
HORMEL FOODS CORPORATION

By _____
Name:
Title:

CENTURY ACQUISITION
CORPORATION

By _____
Name:
Title:

CFI OF WISCONSIN, INC.

By  _____
Name: Thomas J. Miskowski II
Title: V.P. & Chief Financial Officer

SCHEDULE 3.17 – DISCLOSURE REGARDING INTELLECTUAL PROPERTY

1. Trademark Reg. No. 2,114,982 – Cen Prem (reg. date 11/25/97)
2. Trademark Reg. No. 2,654,777 – The Protein People (reg. date 11/26/02)
3. Trademark Reg. No. 2,465,210 – Your Innovative Food Ingredient Partner (reg. date 7/3/01)
4. Trademark Reg. No. 2,026,033 – Pizazz (reg. date 12/26/96)
5. Trademark Reg. No. pending – Push Button Foods (filed 11/21/00)
6. Trademark Reg. No. pending – Century Foods Nutritionals (filed 11/25/00)
7. Trademark Reg. No. pending – NU Century Whey (filed 3/2/01)
8. Assumed Names – Century Foods International and Century Farms of Wisconsin, each filed with the Wisconsin Department of Financial Institutions.
9. Domain Name: www.centuryfoods.com.
10. Intellectual Property license contained in Section 9 of the Supply Agreement between Nutraco S.A. and Century Foods International, Inc., dated May 1, 2002, as assigned by Nutraco S.A. to Rexall Sundown, Inc., as of May 30, 2003.
11. Prior to Closing Date, Company intends to acquire trademarks for its aerosol dairy products including, but not limited to, Ready Cheese.
12. Attached hereto is a list of the Company's current or active product formulations, formulas, processes, and manufacturing methods.