

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the recordation of erroneous information previously recorded on Reel 000508 Frame 361. Assignor(s) hereby confirms the assignment to The Smithfield Ham and Products Company, Inc. the entire right, title and interest in and to said mark.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Padow's, Inc.		10/23/1985	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	The Smithfield Ham and Products Company, Inc.
Street Address:	111 Commerce Street
City:	Smithfield
State/Country:	VIRGINIA
Postal Code:	23450
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1285424	VIRGINIA'S CHOICE

CORRESPONDENCE DATA

Fax Number: (202)663-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: eric.fingerhut@shawpittman.com
 Correspondent Name: Eric T. Fingerhut
 Address Line 1: 2300 N Street, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

NAME OF SUBMITTER:	Eric T. Fingerhut
Signature:	/eric fingerhut/
Date:	03/29/2005

CH \$40.00 1285424

Total Attachments: 6

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LITTLEPAGE & WEBNER

Receipt is hereby acknowledged of the following:

Assignee
Applicant: Smithfield Ham and Product Company

Serial No.: 418,550 Group Art Unit

Filing Date: March 23, 1983 Our Reference: 2446

For: TM: VIRGINIA'S CHOICE

RECEIVED
U.S. PATENT AND
TRADEMARK OFFICE
CORRESPONDENCE AND
MARKETING

 Response

 Request for Extension of Time 1st 2nd 3rd

x Request for recordal; Assignment Document;
Fee charged to Deposit Account with copy of
cover letter.

File: Mail Room TTAB Group Art Unit

LAW OFFICES

LITTLEPAGE & WEBNER, P.C.

727 23RD STREET
ARLINGTON, VA. 22202
(703) 920-2544

JAMES H. LITTLEPAGE
WM. MACK WEBNER
CORINNE PALMER WEBNER
RUTH N. MORDUCH

JANE Y. SASAI
PATENT AGENT

CABLE: ALLOWED
TELEX: 824452
LITTLEWEB

October 22, 1985.

Honorable Commissioner of Patents and Trademarks
Washington, D.C. 20231

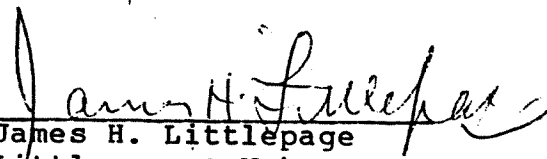
Re: Agreement, Assignment and License
Smithfield Ham and Products, Co. Inc.
and Padow's Inc.

Honorable Sir:

Submitted herewith for recording, please find the above-entitled document involving the then pending application for registration Serial No. 418,550 of the trademark VIRGINIA'S CHOICE. Please note that this application has subsequently matured into Registration No. 1285424 of July 10, 1984, copy of which is enclosed. The address of the assignee, Smithfield Ham and Products Company, Inc., is Smithfield, Virginia, 23430.

The Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment to Deposit Account No. 23-0680.

Respectfully submitted,


James H. Littlepage
Littlepage & Webner, P.C.
727 23rd Street, South
Arlington, Virginia 22202
Telephone: (703) 920-2544

B24/6

AGREEMENT, ASSIGNMENT & LICENSE

WHEREAS, Padow's, Inc., a corporation of Virginia, located and doing business at Richmond, Virginia (hereinafter "Padow's") is the owner of the trademark VIRGINIA'S CHOICE for food and in particular ham, bacon, and pork bar-b-que, for which an application for registration Serial No. 418,550 was filed in the United States Patent and Trademark Office on March 23, 1983, (hereinafter "Application"); and,

WHEREAS, The Smithfield Ham and Products Company, Inc., a corporation of Virginia, located and doing business at Smithfield, Virginia (hereinafter "Smithfield") desires to acquire said mark and the goodwill connected therewith and said Application;

WHEREAS, Padow's desires to continue to use the "VIRGINIA'S CHOICE" mark on hams under a license back from Smithfield; and,

WHEREAS both parties desire the quality of the goods to be maintained to at least current quality standards;

NOW THEREFORE, for good and valuable consideration, including the obligations set forth hereinafter, Padow's and Smithfield agree as follows:

1. Padow's hereby assigns to Smithfield the entire right, title and interest in and to said mark, the goodwill connected therewith, said Application and any registration issuing therefrom.

2. In return for the assignment of said mark, Smithfield agrees to pay to Padow's a royalty determined as follows:

(a) during the period commencing on the date of this agreement and ending on March 31, 1994, a monthly royalty equal to one percent (1%) of the gross sales of all bacon, pork bar-b-que, and all other products except ham sold under said mark during the month, and a sum equal to two percent (2%) of the gross sales of all ham sold under said mark during the month.

Signature
5/8/84
4/20/84

(b) during the period commencing April 1, 1985, through March 31, 1994, a monthly royalty equal to one percent (1%) of the gross sales of all products except ham sold under said mark during the month, and a sum equal to two percent (2%) of the gross sales of all ham sold under said mark during the month.

Signature
5/8/84
4/20/84

3. "Gross sales" as used herein means Smithfield's gross receipts for products bearing said trademark less the usual allowances to customers, refunds for returned goods, except spoils, and any reasonable allowances given to the trade.

4. All royalty payments are to be made monthly in arrears by the 10th of the month following the month in which any such royalties were earned, with adjustments as necessary.

5. Smithfield agrees that it will render to Padow's with each royalty payment a written statement setting forth the total net receipts from its royalty bearing sales during the period covered by such statement and Smithfield agrees to keep a separate record in a suitable book or set of books provided for the purpose, in sufficient detail to enable the royalties payable hereunder to be determined and further agrees that it will permit such book or set of books to be examined by an auditor or accountant authorized by Padow's at any reasonable time during business hours to the extent necessary to verify the records and payments here provided for, it being agreed that such auditor or accountant shall make his report to Padow's in such manner that names of customers or other information deemed confidential by Smithfield will not be disclosed to Padow's.

6. Smithfield grants back to Padow's a royalty-free perpetual license to continue to use the "VIRGINIA'S CHOICE" mark on hams; and, both parties agree to maintain the quality of the goods to at least current quality standards and to only advertise the goods in good taste.

7. Smithfield agrees to maintain the registration resulting from said application S.N. 418,550 in full force in the U.S. Trademark Office including the timely filing of documents under Sections 8, 9 and 15 of the Lanham Act.

8. Padow's further agrees that it will, at Smithfield's request make available to Smithfield its records and documents concerning its use of the mark in event they are needed for any opposition or litigation to establish Smithfield's right to use said mark or to prevent any other party from infringing Smithfield's rights in said mark, said application, or any registration issuing from said application.

9. It is further understood and agreed by and between the parties that Smithfield and Padow's had a previous agreement dated January 17, 1983, which agreement shall become null and void upon the execution of this assignment.

Executed in behalf of Smithfield and Padow's by their duly appointed officers as of this 6 day of April.

Padow's, Inc.

By: Sidney A. Padow
Sidney A. Padow
President

Subscribed and sworn to by Sidney Padow this 6 day of April, 1984.

Thomas H. Haskins
Notary Public

(Notarial Seal)

Smithfield Ham and Products
Company, Inc.

By: Richard S. Fuller
Richard S. Fuller
President

20 day of April, 1984. Subscribed and sworn to by Richard S. Fuller this

Rebecca J. Parker
Notary Public

(Notarial Seal)

ASSIGNMENTS

REG. NO. 1285,424
SER. NO.

No previous assignments of record as of _____

See Title Record for ownership information prior to this record

Serial No.	Filing Date	508	361	July 10, 1984	1,285,424
Date April 6, 1984		Reel	Frame	Registration Date	Reg. No.
Registrant	Padow's Inc.				
Assignor	Padow's, Inc. Richmond, Va. a corp. of Va.				
Assignee	Smithfield, Ham and Products Company, Inc., The Smithfield, Va. a corp. of Va.				
Brief	Assigns the entire interest and the good will				

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12-21-86
TMT