

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/30/1998

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hormel Foods Corporation		06/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hormel Foods, LLC
Street Address:	1 Hormel Place
City:	Austin
State/Country:	MINNESOTA
Postal Code:	55912
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2250461	COUNTRY BRAND

CORRESPONDENCE DATA

Fax Number: (507)437-5135
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 507-437-5248
 Email: kcjones@hormel.com
 Correspondent Name: Kevin C. Jones
 Address Line 1: 1 Hormel Place
 Address Line 4: Austin, MINNESOTA 55912

NAME OF SUBMITTER:	Kevin C. Jones
Signature:	/Kevin C. Jones/
Date:	06/01/2005

OP \$40.00 2250461

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, **Hormel Foods Corporation** ("HFC), a Delaware Corporation having its principal place of business at 1 Hormel Place, Austin, Minnesota 55912, has adopted the mark designated in Schedule "A" ("the Mark"), and has used the Mark continuously and is still using the Mark; and

WHEREAS, HFC is the owner of numerous 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, **Hormel Foods, LLC**, a Minnesota Limited Liability Company having its principal place of business at 1 Hormel Place, Austin, Minnesota 55912 ("LLC"), desires to acquire HFC's rights and goodwill in the Mark and HFC's rights, title and interest in the Works;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HFC 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.** HFC 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 registration identified in Schedule "A", effective August 30, 1998.
3. **COPYRIGHT ASSIGNMENT.** HFC hereby sells, transfers, assigns, and sets over to LLC HFC's right, title and interest in and to the works within the territory, including without limitation, the copyrights and registrations of such works and all renewals and extensions thereof, effective August 30, 1998.
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 HFC represents and warrants that (a) HFC has full power and authority to assign the rights granted herein; (b) HFC owns all rights in the Mark and Works necessary to support the conveyances made herein; (c) HFC has not previously assigned, transferred or otherwise encumbered the rights granted herein; (d) the Mark does 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, HFC retains any rights in and to the Mark or Works, including, without limitation, any moral rights, artist's rights or similar rights, HFC hereby waives all such rights, including, without limitation, the moral rights of attribution and integrity, for all of Mark and Works for all possible uses or purposes.
- 4.4 This Assignment shall be binding on the successors, assigns and legal representatives of HFC and shall inure to the benefit of LLC and its successors, assigns and legal representatives.

HORMEL FOODS CORPORATION

By: 

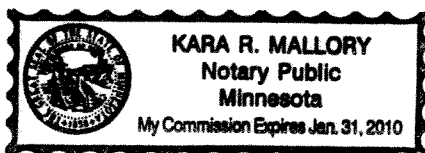
Print Name: James W. Cavanaugh

Title: Senior Vice President & General Counsel

Date: June 1, 2005

STATE OF MINNESTA §
 §
 COUNTY OF MOWER §

This instrument was acknowledged before me on the 1st day of June, 2005, by James W. Cavanaugh, Senior Vice President & General Counsel of Hormel Foods Corporation, a Delaware Corporation, on behalf of said Company.



Kara R. Mallory
 Notary Public

SCHEDULE "A"

TRADEMARK LIST

<u>Trademark</u>	<u>Goods</u>	<u>Registration No's.</u>	<u>Date of Registration</u>
COUNTRY BRAND	Chili	2,250,461	06/01/1999