

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Foods Group, Inc.		08/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	American Foods Group, LLC
Street Address:	1120 Lake Avenue
City:	Fairmont
State/Country:	MINNESOTA
Postal Code:	56031
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2088714	A AMERICAN FOODS GROUP
Serial Number:	78290495	AMERICAN'S HEARTLAND
Registration Number:	2482664	AMERICA'S MEALS
Registration Number:	2286415	AMERICA'S MEALS
Registration Number:	1614066	DELI SUPERB
Registration Number:	2741822	GOLDEN SUPERB
Registration Number:	1609942	SERVER'S CHOICE
Registration Number:	1106750	SHEBOYGAN
Registration Number:	2649664	SMOKREST

CORRESPONDENCE DATA

Fax Number: (612)338-4608
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612 373 8559
 Email: jblomquist@felhaber.com

CH \$240.00 2088714

Correspondent Name: Jim Blomquist
Address Line 1: 220 South Sixth Street
Address Line 2: Suite 2200
Address Line 4: Minneapolis, MINNESOTA 55402-4504

NAME OF SUBMITTER:	James A. Blomquist
Signature:	/jab/
Date:	09/08/2005

Total Attachments: 3
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TRADEMARK ASSIGNMENT

WHEREAS, American Foods Group, Inc., a Delaware corporation (the "Assignor"), has adopted, used, is using and is the owner of the entire right, title and interest in, to and under the U.S. trademarks identified on Exhibit A hereto (the "Trademarks"); and

WHEREAS, Assignor and American Foods Group, LLC, a Delaware limited liability company (the "Assignee") are parties to a Bill of Sale, Assignment and Assumption Agreement dated August 29, 2005 whereby Assignee is acquiring that business of the Assignor in which the Trademarks are used, and, in conjunction therewith, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks.

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

The Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, its entire right, title and interest in, to and under the Trademarks, along with the registrations and applications therefor, and all goodwill associated with the Trademarks.

The Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to execute, file and deliver such instruments in the United States as may be necessary, appropriate or desirable to establish Assignee's record ownership of the Trademarks.

Upon said consideration, Assignor does hereby covenant and agree with Assignee, its successors and assigns, that it will not execute any writing or do any act whatsoever conflicting with these provisions, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's ownership of the Trademarks, and render all necessary assistance in establishing Assignee's record ownership of the Trademarks.

Assignor and Assignee hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under that certain Asset Purchase and Contribution Agreement of even date herewith (the "Asset Purchase Agreement") entered into by and between C.K. Holdings Limited, a Delaware corporation, Carl W. Kuehne and Rosen's Diversified, Inc., a Minnesota corporation, shall be deemed to be enlarged, modified or altered in any way by this Assignment. To the extent that any conflict exists between any of the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail.

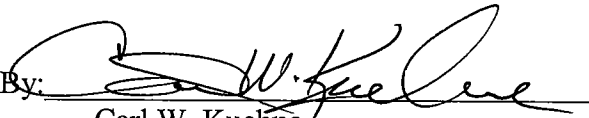
This Assignment may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the Assignee and Assignor each have caused this Trademark Assignment to be executed by a duly authorized officer, this 29th day of August, 2005.

AMERICAN FOODS GROUP, INC.

AMERICAN FOODS GROUP, LLC

By: 

By: 

Carl W. Kuehne

Its: Chief Executive Officer and
President

Its: C.E.O.

(Signature Page to Trademark Assignment)

TRADEMARKS

Mark	Registration No.	Registration Date
AMERICAN FOODS GROUP & STYLIZE	2088714	Aug-19-1997
AMERICAN'S HEARTLAND	Pending – Serial No. 78 / 290,495	
AMERICA'S MEALS	2482664	Aug-28-2001
AMERICA'S MEALS & DESIGN	2286415	Oct-12-1999
DELI SUPERB	1614066	Sep-18-1990
GOLDEN SUPERB	2741822	Jul-29-2003
SERVER'S CHOICE	1609942	Aug-14-1990
SHEBOYGAN	1106750	Nov-21-1978
SHEBOYGAN ORIGINAL AND GENUINE MINIATURE SUMMER BEEF STICKS		September 18, 1975
SHEBOYGAN'S ORIGINAL AND GENUINE MINIATURE SUMMER BEEF STICKS		September 18, 1975
SMOKREST	2649664	Nov-12-2002