

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schwans IP LLC		09/20/2005	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Dakota Brands International, Inc.		
Street Address:	2121 13th Street NE		
City:	Jamestown		
State/Country:	NORTH DAKOTA		
Postal Code:	58401		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1034002	OREGON FARMS	
Registration Number:	1359506	OREGON FARMS	
CORRESPONDENCE DATA			
Fax Number:	(503)371-2927		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cwilliams@sglaw.com		
Correspondent Name:	Caleb A. Williams		
Address Line 1:	250 Church Street SE		
Address Line 2:	Suite 300		
Address Line 4:	Salem, OREGON 97301		
ATTORNEY DOCKET NUMBER:	03827		
NAME OF SUBMITTER:	Caleb A. Williams		
Signature:	/Caleb A. Williams/		

OP \$65.00 1034002

Date:

10/11/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Schwan's IP LLC, a Minnesota Limited Liability Company, having an address of 115 West College Drive Marshall Minnesota 56258 ("Assignor") is the owner of the marks "OREGON FARMS" (subject to federal trademark registration at U.S. Reg. No. 1034002) and "OREGON FARMS & Design" (subject to federal trademark registration at U.S. Reg. No. 1359506) (the "Marks");

WHEREAS, prior to the effective date of this Assignment, Assignor was the owner of the entire right, title and interest in the Marks, free and clear of any liens and encumbrances; and

WHEREAS, Dakota Brands International, Inc., an Oregon corporation, having an address of 2121 13th Street NE, Jamestown, North Dakota 58401 ("Assignee"), is desirous of acquiring from Assignor all right, title and interest in and to said Marks, trademark registrations, and associated goodwill;

NOW THEREFORE, the parties hereby agree, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the following terms and conditions:

1. Assignment Grant: Assignor hereby sells, assigns and transfers, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to said Marks, said U.S. registrations and all common law trademark rights in said Marks, subject to payment from Assignee in the amount set forth in section 2.

2. Transfer Price: Assignee shall pay Assignor a total amount of \$ _____ for the Marks, to be paid in two (2) equal installments as follows:

a). \$ _____ payable within ten (10) days after the signing of this Assignment;

b). \$ _____ payable on the first anniversary of the signing of this Assignment;

3. Transfer Back to Assignor: In the event Assignee does not make the payments as set forth in section 2, ownership of the Marks shall automatically revert back to Assignor and Assignee agrees to execute all documents as requested by Assignor to establish such transfer back to Assignor.

4. Assignee shall be responsible for all maintenance of the Marks, including renewals and other actions required to protect and maintain rights in and to the Marks. Upon Assignee's reasonable request, Assignor shall provide Assignee with information and other assistance related to the Marks.

5. Upon execution of this Agreement, Assignor shall deliver to Assignee all documents and materials pertaining to the Marks

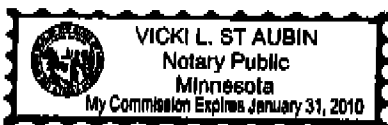
IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized representative.

SCHWAN'S IP LLC

Dated: 9-9-05 Melanie J Gilbert
Asst Sec. + Managing Attorney

State of Minnesota)
County of Taylor)

On this 9th of September, 2005, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that s/he had authority to sign the above Agreement, on his/her behalf and that s/he did so of her/his free will, and s/he duly acknowledged to me that s/he executed the same for the uses and purposes therein set forth.



Vicki L. St Aubin
Notary Public

Dated: 9-20-05

Dakota Brands International, Inc.

[Signature]
PRESIDENT

State of N. Dak)

County of Stutsman)

On this 20 of Sept, 2005, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that s/he had authority to sign the above Agreement, on his/her behalf and that s/he did so of her/his free will, and s/he duly acknowledged to me that s/he executed the same for the uses and purposes therein set forth.

[Signature]
Notary Public

CAROLYN TOMLIN-CISHOS
Notary Public
State of North Dakota
My Commission Expires August 25, 2010