

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
Aidells Sausage Company		09/30/1993	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Aidells Sausage Company L.L.C.		
Street Address:	1625 Alvarado Street		
City:	San Leandro		
State/Country:	CALIFORNIA		
Postal Code:	94577		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1940767	AIDELLS AUTHENTIC SAN FRANCISCO FLAVOR SAUSAGE COMPANY	
Registration Number:	2244936	NOT JUST ANOTHER WEENIE	
CORRESPONDENCE DATA			
Fax Number:	(415)836-2501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-836-2500		
Email:	mary.lee@dlapiper.com		
Correspondent Name:	Mary Kathryn Lee		
Address Line 1:	153 Townsend Street, Suite 800		
Address Line 4:	San Francisco, CALIFORNIA 94107		
ATTORNEY DOCKET NUMBER:	530038-3		
NAME OF SUBMITTER:	Mary Kathryn Lee		
Signature:	/Mary Kathryn Lee/		

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Date:

11/14/2005

Total Attachments: 3

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GENERAL CONVEYANCE AND ASSIGNMENT

THIS GENERAL CONVEYANCE AND ASSIGNMENT is made effective as of the close of business on September 30, 1993, from AIDELLS SAUSAGE COMPANY, a California corporation ("Seller"), to Aidells Sausage Company L.L.C., a Delaware limited liability company ("Buyer").

KNOW ALL MEN BY THESE PRESENTS, that pursuant to that certain Asset Purchase Agreement effective as of September 30, 1993, among Seller, Buyer and Bruce D. Aidells (the "Asset Purchase Agreement") (terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Asset Purchase Agreement) and in consideration of the payment of the Consideration, the assumption by Buyer of certain of the liabilities, obligations and commitments of Seller pursuant to that certain Assumption Agreement of even date herewith, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of Seller's right, title, interest and benefit in and to the following assets, properties, business and rights of Seller used or held for use in connection with the Business. Collectively, the assets, properties, business and rights transferred hereunder are referred to as the "Transferred Assets". This transfer is made free and clear of any and all liabilities, liens, encumbrances, mortgages, security interests, pledges, restrictions and claims of any kind or nature, contingent or otherwise, except as expressly provided in the Agreement or the Assumption Agreement.

1. Rights of any kind or nature with respect to ownership, design, development, manufacture, marketing or sale of the Products, including, without limitation, all existing proprietary knowledge, processes (whether secret or not), methods, inventions, improvements, trade secrets, technical knowledge and other similar know-how or rights, however constituted; existing recipes, formulas and working documentation on relating to the Products; and any existing specifications or plans used or useful in the development, manufacture or maintenance of such products or improvements or enhancements thereto), necessary or used in the conduct of the Business and to which the Seller has any right of ownership or use;

2. All of the Seller's rights, claims and interests to all assets listed in Parts 1, 2, 3 and 4 of Schedule A of the Asset Purchase Agreement.

3. All rights with respect to the processing and completion of any open contracts or customer orders, which for purposes of this Agreement shall mean only those outstanding and unfilled customer purchase orders for Products entered into by the Seller in the ordinary course of business and existing at September 30, 1993, including the right to collect and receive charges for services performed by the Seller with respect thereto prior to the Closing Date;

4. The Seller's supplies and the equipment owned by the Seller and identified in Part 5 of Schedule A to the Asset Purchase Agreement;

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5. The Seller's rights to all copyrights, trademarks, patents, trade names (including without limitation the right to use the name "Aidells" and the other names set forth Part 6 of Schedule A to the Asset Purchase Agreement), service marks and licenses relating to the Products and the Business, including all variants thereof and all goodwill associated therewith, and all registrations, applications and other rights associated with the foregoing, whether issued or pending;

6. The Seller's customer list with respect to the Business set forth in Part 7 of Schedule A to the Asset Purchase Agreement (it being acknowledged and agreed that the failure by Seller to list any such customer shall not affect the acquisition by Buyer of all rights to and in respect of such customer hereunder as though such customer had been included on the list);

7. The Seller's accounts receivable due from customers identified in Part 8 of Schedule A to the Asset Purchase Agreement; and

8. All books, files, papers, records owned by the Seller and used in the operation of the Business (other than the Seller's tax and general accounting records and its minute and stock books), subject to the provisions of Section 4.8 of the Asset Purchase Agreement.

TO HAVE AND TO HOLD the same unto BUYER, its successors and assigns forever.

Seller does, for itself and its successors and assigns, hereby represent, warrant, covenant and agree to and with Buyer, its successors and assigns, that it is the lawful owner of the Transferred Assets, properties, business and rights; that they are free from all liens and encumbrances except for those liens or encumbrances listed on Section 4.8 of the Disclosure Schedule of the Asset Purchase Agreement; that it has good and valid right to bargain, grant, transfer, convey and deliver the same to Buyer; and that it will warrant and defend title to the Transferred Assets, properties, business and rights hereby made, unto Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

Seller hereby constitutes and appoints Buyer, its successors and assigns, the true and lawful attorney or attorneys of Seller, with full power of substitution, in the name of Buyer or in the name of Seller, by and on behalf of and for the sole benefit of Buyer, its successors and assigns, to demand and receive from time to time any and all of the Transferred Assets, and from time to time to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise which Buyer or its successors or assigns may deem necessary or desirable in order to receive, collect, assert or enforce any claim, right or title of any kind in or to the Transferred Assets hereby transferred, assigned and conveyed to Buyer and to defend and compromise any and all actions, suits or proceedings in respect thereof and to do all such acts and things and execute any instruments in relation thereto as Buyer or its successors or assigns shall deem advisable. Seller agrees that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason.

Seller covenants and agrees that in the event that either (i) any of the Transferred Assets covered in this General Conveyance and Assignment cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any

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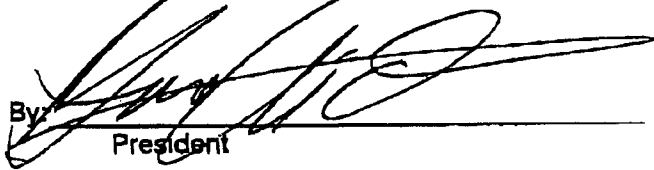
necessary consent or notice has not as of the date of delivery of this General Conveyance and Assignment been given or obtained, or (ii) any such Transferred Assets are nonassignable in their nature and will not pass by this General Conveyance and Assignment, the beneficial interest in and to the same will in any event pass to Buyer; and Seller covenants and agrees (a) to hold, and hereby declare that it holds, such Transferred Assets in trust for, and for the benefit of, Buyer, (b) to use all reasonable means to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such Transferred Assets, and (c) to make or complete such transfer or transfers as soon as reasonably possible.

Seller, for itself and its successors and assigns, further covenants and agrees that it will at any time and from time to time, at the request of Buyer, its successors or assigns, do, execute and deliver, or cause to be done, executed or delivered, all such further acts, transfers, assignments and conveyances, for the better assuring, conveying and confirming unto Buyer, its successors or assigns, full right, title, interest and benefit in or to the Transferred Assets as Buyer, its successors or assigns shall reasonably require.

All of the terms and provisions of this General Conveyance and Assignment shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Buyer and its successors and assigns.


IN WITNESS WHEREOF, Seller has caused this General Conveyance and Assignment to be signed in its name by its duly authorized officer, as of the date first above written.

AIDELLS SAUSAGE COMPANY, a corporation

By: 

 President

Approved and consented to:



 Bruce D. Aidells

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