

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mark-Lynn Foods, Inc.		03/30/2005	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Hormel Foods Corporation
<b>Street Address:</b>	1 Hormel Place
<b>City:</b>	Austin
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55912
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	78502802	FLAVOR SPRINKLES
Serial Number:	78503766	FLAVOR FRESH
Serial Number:	78506727	HEART SMART
Serial Number:	78507414	FRUITACIOS
Serial Number:	78508459	SWEET NOTHIN'
Serial Number:	78510375	CAFE' DELIGHT
Serial Number:	78511540	COFFEE SHOPPE
Serial Number:	78512279	HOUSE BLEND
Serial Number:	78515146	HOT SHAKES

**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

OP \$240.00 78502802

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:	12/02/2005

**Total Attachments: 6**  
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STOCK PURCHASE AGREEMENT

between

HORMEL FOODS CORPORATION

as BUYER,

and

EDWARD DICKINSON

as SELLER

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Dated as of March 30, 2005

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## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of March 30, 2005 (this "Agreement"), is made and entered into by and between Hormel Foods Corporation, a Delaware corporation ("Buyer"), and Edward Dickinson ("Seller"). Seller and Buyer are hereinafter collectively referred to as the "parties" and each individually as a "party."

WHEREAS, Seller owns all the issued and outstanding shares of capital stock of Mark-Lynn Foods, Inc., a Georgia corporation (the "Company"); and

WHEREAS, the Company is engaged primarily in the manufacturing, packaging and distribution of food service items (the "Business"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase, whether directly or indirectly through a wholly owned subsidiary formed for the purpose of acquiring and holding the Shares (the "Acquisition Sub"), the Company in a single and indivisible transaction by means of the sale and purchase of all [REDACTED] of the issued and outstanding shares of common stock [REDACTED] of the Company (the "Shares"); and

WHEREAS, Buyer and Seller desire to make certain representations, warranties, covenants and agreements in connection with and establish various conditions precedent to, the Share Purchase.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound, the parties agree as follows:

### ARTICLE I

#### PURCHASE AND SALE OF SHARES

Section 1.1 Purchase and Sale. On the terms and subject to the conditions of this Agreement, at the Closing:

(a) Seller will sell, convey, assign, transfer and deliver to Buyer or Acquisition Sub, and Buyer or Acquisition Sub will purchase, acquire and accept from Seller, the Shares, free and clear of all Liens;

(b) Buyer will pay to Seller, for the account of Seller, in consideration for the Shares, an aggregate amount of [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

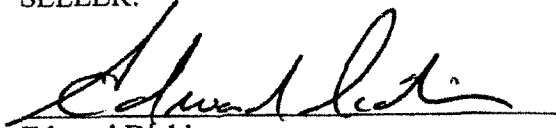
Section 2.16 Intellectual Property.

(a) Section 2.16 of the Seller Disclosure Letter lists all rights in patents, patent applications, registered trademarks, service marks, trade names, corporate names, logos, registered copyrights, domain names or other registered intellectual property rights owned by, licensed to the Company or used in, developed for use in or necessary to the conduct of the Business as now conducted. The Company owns and possesses all right, title and interest, or holds a valid license, in and to the rights set forth in Section 2.16 of the Seller Disclosure Letter and all designs, plans, specifications, formulas, technical information, trade secrets, know-how and other confidential proprietary information owned by, licensed to the Company or used in, developed for use in or necessary to the conduct of the Business as now conducted (such intellectual property rights set forth in Section 2.16 of the Seller Disclosure Letter and such designs, plans, specifications, formulas, technical information, trade secrets, know how, unregistered copyrightable materials and other confidential proprietary information is referred to herein as the "Company Intellectual Property"). The Company owns and possesses all right, title and interest in and to, or has a valid enforceable right (except insofar as enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles) to the Company Intellectual Property, free and clear of all Liens, except for Permitted Liens. To the Seller's knowledge, the Company Intellectual Property constitutes all of the intellectual property necessary for conduct of the Business as now conducted. Section 2.16 of the Seller Disclosure Letter lists all Company Intellectual Property that has been licensed to third parties and all Company Intellectual Property that is licensed from third parties, excluding any shrink-wrap or off-the-shelf software that has not been modified by the Company.

(b) Except as set forth on Section 2.16 of the Seller Disclosure Letter, the Company has taken all necessary action to protect the Company Intellectual Property. The Company has not received any written notice of, nor to the knowledge of Seller are there any facts which indicate a likelihood of, any infringement or misappropriation by,

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the date first above written.

SELLER:

  
Edward Dickinson

HORMEL FOODS  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the date first above written.

SELLER:

\_\_\_\_\_  
Edward Dickinson

HORMEL FOODS CORPORATION

By: 

Name: James W. Cavanaugh

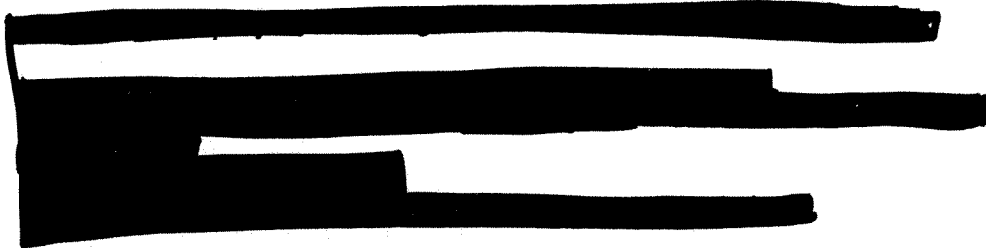
Title: Senior VP & General Counsel

Section 2.16

Intellectual Property

The Company owns the following federal trademark applications:

Mark	Application Serial Number	Filing Date	First Use Date	International Class
Flavor Sprinkles	78/502,802	10/20/2004	03/01/1992	30
Flavor Fresh	78/503,766	10/21/2004	11/01/1994	32
Heart Smart	78/506,727	10/27/2004	12/27/1989	30
Fruitacios	78/507,414	10/28/2004	04/01/2003	32
Sweet Nothin'	78/508,459	10/29/2004	09/01/1993	30
Café Delight	78/510,375	11/03/2004	10/01/1996	30
Coffee Shoppe	78/511,540	11/04/2004	06/01/2001	30
House Blend	78/512,279	11/05/2004	01/01/2001	30
Hot Shakes	78/515,146	11/11/2004	08/01/2004	30



The Company has a website. [www.mark-lynn.com](http://www.mark-lynn.com).

The Company uses the following trade names: Mark-Lynn Industries, Inc. and Mark-Lynn Foods, Inc.

