

10-03-2005



9/28/05

RECORDED
TR

103092596

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bee-Lor, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Iowa
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 26, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: H. R. Development, LLC

Internal

Address: _____

Street Address: 2401 N. Main Street

City: Hutchinson

State: Kansas

Country: U.S.A. Zip: 67504

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship Kansas
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,777,125

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Edward L. Brown, Jr.

Internal Address: Suite 1100

Street Address: 125 N. Market

City: Wichita

State: Kansas Zip: 67202-1711

Phone Number: 316-263-6400

Fax Number: 316-263-5491

Email Address: elbrownjr@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Edward L. Brown, Jr.
Signature

9/27/05
Date

BYRNE 00000057 2777125 EDWARD L. BROWN, JR

40. Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/30/2005
01 FC:8521


EXHIBIT A

NUNC PRO TUNC ASSIGNMENT

WHEREAS, H. R. Development LLC having its principal place of business at 2401 N. Main Street, Hutchinson, Kansas 67504, is the successor in interest to certain assets of Bee-Lor, Inc., an Iowa corporation, having its principal place of business at 700 Prospect Street SW, LeMars, Iowa 51031, and

WHEREAS, the U.S. Reg. No. 2,777,125 for the design mark HOG WILD for use with pork sold in retail channels of trade and common law trademark rights are to be transferred to H. R. Development LLC, by Agreement dated 9/26, 2005;

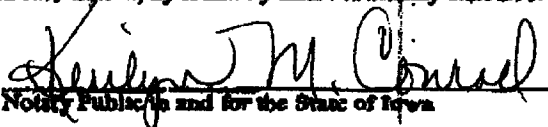
NOW THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, said Bee-Lor, Inc., does hereby assign unto said H. R. Development LLC, all rights title and interest in and to said Registration and mark, together with the good will of the business symbolized by the mark, which assignment has retroactive effect from 9/26, 2005.

Bee-Lor, Inc. 
By _____
Title: President

STATE OF IOWA
COUNTY OF Polk : ss

On this 26th day of September, 2005, before me, the undersigned a Notary Public in and for said state, personally appeared Tim Beeler, to me personally known, who being by me duly sworn, did say that he is President of Bee-Lor Inc.; that said above and foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and that the said Tim Beeler, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

 **KERILYN M. CONRAD**
COMMISSION NO. 168413
MY COMMISSION EXPIRES
2-15-2008


Notary Public in and for the State of Iowa

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AGREEMENT

This Agreement ("Agreement") is entered into by and between H.R. Development LLC having a principal place of business at 2401 N. Main Street, Hutchinson, Kansas 67504, (hereinafter "H.R. Development") and Bee-Lor, Inc. having a principal place of business at 200 Prospect Street SW, LeMars, Iowa 51031 (hereinafter "Bee-Lor") with reference to the following facts and effective as of the date signed by both parties.

WHEREAS, Bee-Lor is the owner of U.S. Reg. No. 2,777,125 for the design mark "HOG WILD" (hereinafter "Registration") and certain common law trademark rights in the term "HOG WILD" (hereinafter "the mark").

WHEREAS, H.R. Development is interested in obtaining title and ownership of the Registration and the mark, and Bee-Lor is interested in transferring title and ownership of the Registration and the mark.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties state as follows:

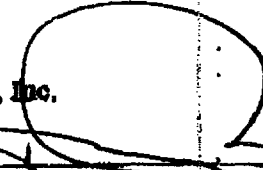
1. Bee-Lor will assign the Registration and the mark for use with pork sold in retail channels of trade, including all rights, title and interest in and to the registration and the mark, together with the good will of the business symbolized by the mark to H.R. Development. The assignment of the Registration and the mark will be done upon the execution of this Agreement by Bee-Lor completing and signing the attached Exhibit A. Bee-Lor agrees to sign immediately upon request all other documents required to make this assignment complete, if any.
2. Bee-Lor agrees that it will not oppose, object to, challenge or otherwise take any action against H.R. Development's past, current or future right to register, use, own or transfer the mark, and Bee-Lor agrees to cooperate in providing documentation of the date of first use, the extent of first use, and a supporting affidavit, in defense of the mark in any proceeding where the validity of the mark is at issue.
3. H.R. Development agrees to pay \$8,000 to Bee-Lor. The payment will be made within five (5) business days of the parties' execution of this Agreement.
4. Bee-Lor agrees to discontinue use of the registration and mark within sixty (60) days of the execution of this Agreement.
5. The parties agree to keep the terms of this Agreement confidential, except where disclosure is required by law.

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C.S.

- 6. The parties acknowledge and agree that this Agreement has been drafted and prepared through the efforts and negotiation of both parties. Any presumption that uncertainties in a contract are interpreted against the party causing an uncertainty to exist, is hereby waived by all parties.
- 7. This Agreement constitutes the entire agreement of the parties, superseding any and all previous oral or written representations, communications, understandings or agreement relating to the subject matter hereof. Any amendment to this Agreement must be in writing specifically referring to this Agreement signed by duly authorized representatives of the parties hereto.

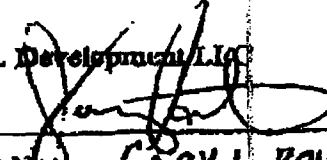
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Date: 9/26/ 2005

Bee-Lor, Inc.
 By: 
 Print Name: Lion Bescire
 Title: PRESIDENT

SIGN

Date: 8/29 2005

H. R. Development, LLC
 By: 
 Print Name: GARY L. POULTON
 Title: OPERATING PARTNER