

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
Hormel Foods Corporation		03/27/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hormel Foods, LLC
Street Address:	1 Hormel Place
City:	Austin
State/Country:	MINNESOTA
Postal Code:	55912
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

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:	03/27/2006

Total Attachments: 3
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TRADEMARK AND COPYRIGHT ASSIGNMENT

WHEREAS, Hormel Foods Corporation ("HFC"), a Delaware Corporation having its principal place of business at 1 Hormel Place, Austin, Minnesota 55912, has adopted the marks designated in Schedule "A" ("the Marks").

WHEREAS, Hormel Foods, LLC, a Minnesota limited liability company having its principal place of business at 1 Hormel Place, Austin, Minnesota 55912 ("LLC"), desires to acquire HFC's rights and goodwill in the Marks and HFC's rights, title and interest in the Marks;

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

1. DEFINITION OF TERRITORY. For purposes of this Assignment, the term "Territory" shall be defined as the United States.
2. TRADEMARK ASSIGNMENT. HFC hereby assigns unto LLC all of its rights, title and interest in and to the Marks within the Territory, together with the goodwill of the business symbolized by the Marks, and the applications and registrations identified in Schedule "A", effective March 30, 2005.

3. GENERAL PROVISIONS

3.1 LLC has the unconditional right at any time after the effective date of this Assignment to renew, sell, license or otherwise dispose of any and all rights in the Marks or Works and to retain the entire proceeds thereof for LLC's exclusive benefit. LLC further has the unconditional right at any time after the effective date of this Assignment to demand, sue and recover for any and all acts of dilution or infringement of the trademarks, copyrights or other rights in the Marks or Works, whether such acts of dilution or infringement occurred prior to, at, or after the effective date of this Assignment. LLC shall have the right to retain for its exclusive benefit any and all recoveries arising from such acts of dilution or infringement.

3.2 HFC represents and warrants that (a) HFC has full power and authority to assign the rights granted herein, (b) HFC owns all rights in the Marks and Works necessary to support the conveyances made herein, (c) HFC has not previously assigned, transferred or otherwise encumbered the rights granted herein, (d) the Marks do not infringe any patent, trademark, copyright, right of publicity or any other similar right of any person or entity, and (e) the Works are original works of authorship and do not infringe any patent,

SCHEDULE A

INTELLECTUAL PROPERTY

MARK	APPLICATION SERIAL NUMBER	FILING DATE	FIRST USE DATE	INTERNATIONAL CLASS
Flavor Sprinkles	78/502,802	10/20/2004	3/01/1992	30
Flavor Fresh	78/503,766	10/21/2004	11/1/1994	32
Heart Smart	78/506,727	10/27/2004	12/27/1989	30
Fruitacios	78/507,414	10/28/2004	4/1/2003	32
Sweet Nothin'	78/508,459	10/29/2004	9/1/1993	30
Café Delight	78/510,375	11/3/2004	10/1/1996	30
Coffee Shoppe	78/511,540	11/4/2004	6/1/2001	30
House Blend	78/512,279	11/5/2004	1/1/2001	30
Hot Shakes	78/515,146	11/11/2004	8/1/2004	30