(Nev. 0-23)	TION COVER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office				
TKAD! OMB No. 0651-0011 (exp. 4/94)	EMARKS ONLY				
	d Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies):	Name and address of receiving party(ies)				
PASTEURIZED EGGS CORPORATION	Name: <u>NATIONAL PASTEURIZED EGGS, LLC</u> Internal Address:				
☐ Company	Street Address: 2963 BERNICE ROAD				
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnersh	in .				
☐ Corporation-State ☐ Other	City: LANSING State: JL ZIP: 60438				
Additional name(s) of conveying party(ics) attached?					
3. Nature of conveyance:	☐ Limited Partnership ☐ Corporation-State				
☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Nam	☐ Other				
Other: <u>Transfer of Rights in Internet Domain Name</u>	designation is attached:				
<u>Registration</u>	(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached				
Execution Date: July 31, 2003	100 Maria and 10				
4. Application number(s) or patent number(s):					
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
76/297109	2,596,242				
	2,606,118				
	2,473,362				
	2,446,452 2,467,616				
	2,107,010				
Additional numbers attached?   Yes  No					
Name and address of party to whom correspondence cor- document should be mailed:	ncerning 6. Total Number of applications and registrations involved:				
Name: D. William Toone					
Internal Address: Dorsey & Whitney LLP	7. Total fee (37 CFR 3.41)				
	Authorized to be charged to deposit account				
Street Address: 1420 Fifth Avenue, Suite 3400	8. Deposit account number: 50-1266				
City: Scattle State: WA ZIP: 98101	(Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE THIS SPACE					
<ol> <li>Statement and signature.</li> <li>To the best of my knowledge and belief, the foregoing inform document.</li> </ol>	nation is true and correct and any attached copy is a true copy of the original				
MARCUS SIMON	Nam June 15, 2006 Signature Date				
Name of person Signing	Signature Total number of pages comprising cover sheet:				
OMB No. 0651-0011 (exp. 4/94)					
Do not detach this portion					
Mail documents to be	recorded with required cover sheet information to:				
Mall Ston Assissment Berndade Sandan					

Mall Stop Assignment Recordation Services,

TRADEMARK\_

# TRANSFER OF RIGHTS IN INTERNET DOMAIN NAME REGISTRATIONS

THIS AGREEMENT made this day of 1/1/4, 2003, by and between PASTEURIZED EGGS CORPORATION (hereinafter called ("Transferor") and NATIONAL PASTEURIZED EGGS, LLC (hereinafter called "Transferee").

WHEREAS, Transferor desires to transfer the entire ownership of all rights, including but not limited to copyrights, trademarks, and royalty rights (including but not limited to ".com" and ".net") in the domain names listed on <u>Exhibit A - DM</u> attached hereto (the "Domain Names"); and

WHEREAS, the transfer of the rights herein has been expressly approved and ordered by the United States Bankruptcy Court for the District of New Hampshire (Case No. 02-13086-JMD) (dated July 25, 2003) in Order Approving Debtor's Motion for Order (a) Authorizing and Approving Sale of Substantially All of Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, and (b) For approval of the Assumption and Assignment of Certain Executory Contracts (the "Order");

THEREFORE, for good and valuable consideration from Transferee to Transferor, receipt and sufficiency of which is hereby acknowledged, Transferor and Transferee agree as follows:

- (1) Transferor hereby grants, transfers, assigns, and conveys to Transferee, its successors and assigns, the entire title, right, interest, registration rights, ownership and all subsidiary rights in and to the Domain Names, including but not limited to any rights to trademarks, service marks, or other intellectual property of any kind, and the right to secure royalties, renewals, reissues, and extensions of any such rights or registrations in the United States of America or any foreign country.
- (2) Transferor warrants that it has neither applied for nor registered trademarks or servicemarks for any name, mark, trade dress or other trademarkable material used on or contained with the Domain Names, under the laws the United States, or any other jurisdiction.
- (3) Whether the rights in the Domain Names shall be preserved and maintained or registered in the United States of America or any foreign country shall be at the sole discretion of Transferee.
- (4) Transferor agrees to take all actions and cooperate as is necessary to protect the Transferee's rights in the Domain Names.
- (5) Transferor agrees that no rights in the Domain Names are retained by Transferor.
- (6) Transferor warrants that it has taken all necessary action to ensure that any rights held or claimed by any independent contractor, consultant or other third party, are extinguished, or are hereby transferred.

PORT: 478626.2

- (7) Transferor warrants that it has turned over to Transferee all materials used in connection with the Domain Names.
- (8) This Agreement will be interpreted under the laws of the State of New Hampshire. Any action to enforce this Agreement shall be brought in a Court of general jurisdiction found in the State of New Hampshire. Transferor hereby agrees that Courts of New Hampshire have personal jurisdiction over Transferor for purposes of any action enforcing this Agreement.

IN WITNESS WHEREOF and intended to be legally bound by, the parties have hereunder set their hands, the day and the first year written above.

PΑ!	STELL	RIZED	FGG	$C \cap \mathbb{R} C$	YDD A T	TANT
				$\sim$ $\sim$ $\sim$ $\sim$ $\sim$	<b>'7 T/</b> ZT	TOTAL

y: Name: Dibut 5.600DALE
Title: (E)

### TRANSFEREE:

TRANSFEROR:

NATIONAL PASTEURIZED EGGS, LLC

(8) This Agreement will be interpreted under the laws of the State of New Hampshire. Any action to enforce this Agreement shall be brought in a Court of general jurisdiction found in the State of New Hampshire. Transferor hereby agrees that Courts of New Hampshire have personal jurisdiction over Transferor for purposes of any action enforcing this Agreement.

IN WITNESS WHEREOF and intended to be legally bound by, the parties have hereunder set their hands, the day and the first year written above.

IRANSFEROR:
PASTEURIZED EGG COROPRATION
By: Name: Title:
,

TRANSFEREE:

NATIONAL PASTEURIZED EGGS, LLC

Name: Chuck Lais

Title: President

STATE OF NORTH CATOLIA 4.  Wake, ss.  Personally appeared before me the acknowledged the foregoing to be his free PASTEURIZED EGGS CORPORATION	July 29, 2003  e above-named Coef S Goodale and each and deed and the free act and deed of				
PUBLIC COUNTING	Before me,  Octobeling Jewis  Notary Hublic  Dacque (in D Lewis  Typed or Printed Name of Notary  My Commission Expires: dug 13, 2003				
STATE OF ss.	July 29, 2003				
Personally appeared before me the above-named and acknowledged the foregoing to be his free act and deed and the free act and deed of NATIONAL PASTEURIZED EGGS, LLC in his said capacity.					
	Before me,				
	Notary Public				
	Typed or Printed Name of Notary My Commission Expires:				

STATE OF, SS.	July 29, 2003			
Personally appeared before a acknowledged the foregoing to be hi PASTEURIZED EGGS CORPORA	is free act and deed and the free act and deed of			
	Before me,			
	Notary Public			
	Typed or Printed Name of Notary My Commission Expires:			
STATE OF Tolaho	July 29, 2003			
	ne the above-named <u>Chuck Le'S</u> and s free act and deed of NATIONA said capacity.			
SKAL	Before me,  Rachel Ghalic  Notary Public			

Rachel 5 Kal 6 Kg;
Typed or Printed Name of Notary
My Commission Expires: 11-7-03

06/15/06 16:51 FAX

### EXHIBIT A-DM

### (DOMAIN NAMES TRANSFERRED IN THIS AGREEMENT)

Safereggs.com

Safeeggs.com

Pasteurizedshelleggs.com

Pasteurizedeggs.com

Pasteurized.com

Eggspasteurized.com

Eggsafety.com

Ä

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### **EXHIBIT A-TM**

## TRADEMARKS TRANSFERRED PURSUANT TO THIS AGREEMENT

IKADEMAKK	OWNER	<u>KEG. NO.</u>	FILE DATE	(CLASS)	<u>STATUS</u>
DAVIDSON'S PASTEURIZED EGGS	Pasteurized Eggs Corporation	2,596,242	4/24/00	29	Registered
PASTEURIZED FOR YOUR SAFETY	Pasteurized Eggs Corporation	2,606,118	4/24/00	29	Registered

•	<b>-</b>				
HENS ON EGGS (design)	Pasteurized Eggs Corporation	2,446,452	4/24/00	_ 29	Registered
EAT 'EM ANY WAY YOU LIKE	Pasteurized Eggs	2,467,616	4/24/00	29	Registered

4/24/00

29

2,473,362

Rights to and in the following trademark pursuant to that certain Option Agreement dated January 2, 1997 with James P. Cox et al:

THERMALPURE Bon Dente JV 76/297109 8/7/01 40 Notice of Allowance

Issued I/28/03

Registered

Registered Trademarks

OWNER

Pasteurized

Eggs Corporation

TRADEMARK

THE SAFER EGG

Common Law Trademarks:

NATURE MADE THEM GOOD. WE MAKE THEM SAFER

7

PORT: 478631.2

#### Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK REEL: 003332 FRAME: 0069

### TRADEMARK

### DORSEY & WHITNEY LLP

US BANK CENTRE 1420 5TH AVENUE, SUITE 3400 SEATTLE WA 98101

FACSIMILE COVER SHEET (206) 903-8820

June 15, 2006

TO:

Assignment Recordation Branch

Commissioner for Patents and Trademarks

P.O. Box 1450, Alexandria, VA 22313-1450

FAX # (571) 273-0140

TELEPHONE: (571) 272-3350

FROM: Marcus Simon, Esq.

TELEPHONE: (206) 903-8800 Main; (206) 903- Direct

Client/Matter No. 461448-46:

Attorney Docket No.:

Date Sent June 15, 2006:

**Documents Attached for Filing:** 

No. Pages

Form PTO-1594 Assignment

<u>Total Number of Pages</u> (including cover sheet):

11

### Original will not be sent

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**RECORDED: 06/15/2006**