

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/08/2006
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SUBMISSION TYPE: CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE: Corrective Assignment to correct the state of incorporation of the assignee previously recorded on Reel 003262 Frame 0301. Assignor(s) hereby confirms the correct state of incorporation of the assignee is Delaware.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Field Packing Company, LLC		02/01/2006	LIMITED LIABILITY COMPANY; KENTUCKY

RECEIVING PARTY DATA

Name:	Specialty Foods Group, Inc.
Street Address:	603 Pilot House Drive
Internal Address:	4th Floor
City:	Newport News
State/Country:	VIRGINIA
Postal Code:	23606
Entity Type:	CORPORATION; DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1515601	FIELD FRESH
Registration Number:	1515604	FIELD
Registration Number:	1517319	FIELD
Registration Number:	1983964	THE BEST . . . NATURALLY!
Registration Number:	2311981	KENTUCKIAN GOLD
Registration Number:	2314703	KENTUCKIAN
Registration Number:	2453981	KENTUCKY LEGEND
Registration Number:	2731160	KENTUCKY'S ORIGINAL KENTUCKY LEGEND DOUBLE SMOKED HICKORY SMOKED

CORRESPONDENCE DATA

Fax Number: (312)984-7700

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-372-2000
 Email: chicago_ip_docket@mwa.com
 Correspondent Name: Linda A.O. Lamberson
 Address Line 1: 227 W. Monroe Street
 Address Line 2: Suite 4400
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

60501-011

NAME OF SUBMITTER:

Linda A.O. Lamberson

Signature:

/Linda A.O. Lamberson/

Date:

06/08/2006

Total Attachments: 3

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TRADEMARK

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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)/Execution Date(s):

Field Packing Company, LLC

- Individuals
- General Partnership
- Corporation
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Kentucky

Execution Date(s) February 1, 2006

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction of Recordation of Assignment (Correction of Spelling of Assignee's Name)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Specialty Foods Group, Inc.

Internal

Address:

Street Address: 603 Pilot House Drive, 4th Floor

City: Newport News

State: Virginia

Country: United States Zip: 23606

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Kentucky *should be in Delaware*
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate documents 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 Nos: 1369307, 1515601, 1515604, 1517319, 1983964, 2396762, 2311981, 2314703, 2453981 and 2731160

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: Linda A.O. Lamberson, Esq.

Internal Address: McDermott Will & Emery LLP

Street Address: 227 W. Monroe Street, Suite 4400

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312.372.2000

Fax Number: 312.984.7700

Email Address: llamberson@mwe.com

6. Total number of application and registrations involved:

10

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

\$ 265.00

- 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 13-0206

Authorized User Name McDermott Will & Emery LLP

9. Signature:

Signature

Linda A.O. Lamberson, Esq.

Name of Person Signing

February 16, 2006

Date

Total number of pages included cover sheet, attached

7

TRADEMARK

EXECUTION VERSION

TRADEMARK ASSIGNMENT

WHEREAS, Field Packing Company, LLC (the "Assignor"), a Limited Liability Company, has adopted and used and is the sole and exclusive owner of certain trademarks including, but not limited to, the trademarks, service marks and trade names and applications and registrations therefore listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto ("Trademarks");

WHEREAS, Specialty Foods Group, Inc. (the "Assignee"), a Delaware Corporation, is acquiring the Trademarks, together with all of the goodwill of the business associated with the Trademarks, from Assignor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of \$10.00, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.


AND, the Assignor hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Assignee as assignee of the entire interest.

AND, the Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Assignee, the Assignor will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, any or all of the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor and the Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative effective *nunc pro tunc* this 1st day of February, 2006.

Assignor: FIELD PACKING COMPANY, LLC

By: 

Name: Thomas D. Davis

Title: President and CEO

SCHEDULE A

FIELD PACKING COMPANY, LLC
TRADEMARK ASSIGNMENT

U.S. TRADEMARK REGISTRATION	REGISTRATION NUMBER
KENTUCKIAN GOLD OUR DELI QUALITY	1,369,307
FIELD FRESH	1,515,601
FIELD FENCE DESIGN	1,515,604
FIELD (& Design)	1,517,319
THE BEST... NATURALLY	1,983,964
KENTUCKIAN GOLD PROUDLY PRESENTS CARRY OUT CUISINE	2,396,762
KENTUCKIAN GOLD	2,311,981
KENTUCKIAN	2,314,703
KENTUCKIAN LEGEND	2,453,981
KENTUCKY LEGEND LOGO	2,731,160

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WHEREAS, Specialty Foods Group, Inc. (the "Assignee"), a Delaware Corporation, is acquiring the Trademarks, together with all of the goodwill of the business associated with the Trademarks, from Assignor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of \$10.00, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignor hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Assignee as assignee of the entire interest.

AND, the Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Assignee, the Assignor will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, any or all of the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

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TRADEMARK

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IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative effective *nunc pro tunc* this 1st day of February, 2006.

Assignor: FIELD PACKING COMPANY, LLC

By: *Thomas D. Davis*

Name: Thomas D. Davis

Title: President and CEO

TRADEMARK

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SCHEDULE A

FIELD PACKING COMPANY, LLC
TRADEMARK ASSIGNMENT

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