

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|----------|----------------|----------------------------|
| Pureggs, Inc. | | 12/13/2004 | CORPORATION: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------|
| Name: | Michael Foods, Inc. |
| Street Address: | 301 Carlson Parkway |
| Internal Address: | Suite 400 |
| City: | Minnetonka |
| State/Country: | MINNESOTA |
| Postal Code: | 55305 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 1573636 | FREEGGS |
| Registration Number: | 1673894 | QUICK EGG |
| Registration Number: | 1673895 | EGGSTARTS |
| Registration Number: | 1687263 | THE RIGHT EGG |
| Registration Number: | 1709417 | EGG MATES |
| Registration Number: | 1758515 | SMART EGGS |
| Registration Number: | 1783536 | THE RIGHT EGG FOR EVERY USE |
| Registration Number: | 1861424 | LIKE EGGS |
| Registration Number: | 2072077 | SAFEGGS |
| Registration Number: | 2095775 | EGG MENU |
| Registration Number: | 2183092 | ALLWHITES |
| Registration Number: | 2215004 | CHEF'S OMELETS |
| Registration Number: | 2404455 | QUICK OMELETS |

OP \$440.00 1573636

| | | |
|----------------------|----------|-----------------------|
| Registration Number: | 2636526 | QUICK WHITES |
| Registration Number: | 2666741 | NOBODY BEATS OUR EGGS |
| Registration Number: | 2791671 | WHIPPIN' WHITES |
| Serial Number: | 78376322 | CHEF'S EGGS |

CORRESPONDENCE DATA

Fax Number: (612)492-7077
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (612) 492-7043
Email: sbergerson@fredlaw.com
Correspondent Name: Stephen R. Bergerson
Address Line 1: 200 South Sixth Street
Address Line 2: Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

| | |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 32210.301 |
| NAME OF SUBMITTER: | Stephen R. Bergerson |
| Signature: | /Stephen R. Bergerson/ |
| Date: | 06/05/2007 |

Total Attachments: 16
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AGREEMENT

This Agreement is entered into as of December ~~13~~, 2004, by and between Michael Foods, Inc. ("Michael Foods"), a Delaware corporation with offices at 301 Carlson Parkway, Suite 400, Minnetonka, MN 55305, and Pureggs, Inc. ("Pureggs"), a Massachusetts corporation with offices at 148 Linden Street, Suite 108, Wellesley, MA 02482.

WHEREAS, Papetti's Hygrade Egg Products, Inc. ("Papetti's") is a subsidiary of Michael Foods;

WHEREAS, Papetti's and Pureggs had previously entered into a marketing agreement dated December 14, 1992 (the "Marketing Agreement");

WHEREAS, the parties now desire to enter into this Agreement pursuant to which, among other things, Pureggs will assign certain trademarks to, and perform certain sales administration and marketing functions on behalf of, Michael Foods, all in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Acknowledgment of Termination of Marketing Agreement.** The parties acknowledge the Marketing Agreement has been terminated pursuant to Michael Foods' letter to Pureggs dated 11/20/03 and that such termination shall be effective on 2/12/05 ("Expiration Date"). As of the Expiration Date, the Marketing Agreement shall be of no further force or effect. Neither party, nor any of its subsidiaries, owners, directors, officers, employees, affiliates or predecessors, including without limitation Papetti's and Pureggs, shall have any further obligation or liability pursuant to the Marketing Agreement.

2. **Sale and Assignment of Trademark Assets.**

2.1. Effective on or before 1/28/05, Pureggs shall sell, assign, and transfer, all of its right, title, and interest, if any, in and to the trademarks set forth and described on Exhibit A excluding those Registered Applications listed on Exhibit A as specifically excluded from this Agreement (collectively, the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, and the Trademark registrations or applications identified in Exhibit A, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. Pureggs further agrees that upon request, it shall execute any and all documents necessary to vest in Michael Foods all rights, title and interest in and to the Trademarks and the registrations or applications set forth in Exhibit A, including the assignment attached hereto as Exhibit E (the "Assignment").

2.2. In consideration of the sale and transfer of the Trademarks, the associated goodwill, and the termination of the Marketing Agreement, Michael Foods will pay

Pureggs the lump sum of \$3,000,000. Such amount shall be due and payable upon execution and delivery to Michael Foods of assignments of the Trademarks in the form of Exhibit E.

2.3. Upon payment in full of the \$3,000,000 set forth in Section 2.2, Pureggs acknowledges that as between the parties, the Trademarks, together with all of the goodwill symbolized by the Trademarks, shall be the exclusive property of Michael Foods.

2.4. The Assignment shall be binding on Pureggs, its shareholders, successors and assigns, and will inure to the benefit of Michael Foods, its subsidiaries and its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Michael Foods, its subsidiaries, successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Michael Foods and its subsidiaries, successors and assigns.

2.5. Pureggs represents and warrants that to the best of its knowledge after due inquiry it has the right to execute this agreement to sell and assign the Trademarks to Michael Foods, and to transfer to Michael Foods any rights that may be construed as arising by virtue of the Trademark registrations and applications listed in Exhibit A. Pureggs further represents and warrants that to the best of its knowledge after due inquiry, except for the authorized uses described on Exhibit F, the Trademarks are not subject to any rights of, or licenses to, any third party. Pureggs shall defend, indemnify and hold Michael Foods harmless from and against any and all liability, losses, costs and expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or relating to any breach of the representations and warranties made in this paragraph. In no event shall the liability of Pureggs under this indemnity exceed the amount received on account of the sale of the Trademarks.

2.6. In the event the Assignment is not executed and payment in full of the \$3,000,000 is not received by Pureggs by January 28, 2005, this Agreement shall terminate, and Pureggs shall immediately refund to Michael Foods any amounts paid by Michael Foods to Pureggs hereunder.

3. **Sales and Marketing Appointment; Territory.** Beginning on February 13, 2005 (the "Appointment Effective Date"), and provided that all sales, transfers, and assignments of all right, title, and interest in and to the Trademarks has been effected pursuant to Section 2 by such date, Pureggs shall be authorized, in accordance with the terms and conditions stated in this Agreement, to represent Michael Foods as its Exclusive Sales and Marketing Agent to the retail customers identified in Exhibit B, with respect to the product lines identified in Exhibit B ("Products") in the territory described in Exhibit C (the "Territory"). A Customer will be deemed to be within the Territory if the office at which its purchasing functions are performed is located within the Territory, unless otherwise provided in Exhibit B.

4. **Term, Renewal and Termination.**

4.1. The Exclusive Sales and Marketing Agency shall commence on the Appointment Effective Date, and shall continue in force for an initial term of five (5) years. Thereafter, this Agreement shall automatically be renewed for additional terms of two (2) years, unless notice to terminate is given by either party in accordance with Section 4.2 or by Michael Foods in accordance with Section 4.3.

4.2. Either party may terminate this Agreement at the end of the then-current term upon at least ninety (90) days' written notice to the other party.

4.3. (a) Michael Foods may terminate this Agreement within thirty (30) days after the end of any calendar year during the term if Pureggs fails to reach 90% of its volume commitments under Section 5 for such calendar year, and (b) either party may terminate this agreement prior to the end of any calendar year if the other party is in material violation of any of the terms of this Agreement; provided that the non-defaulting party (i) gives the other party written notice of such failure or violation, and the other party fails to cure the same within ninety (90) days of such notice, and (ii) following such cure period, provides the other party with an additional ninety (90) days' written notice of termination. The parties acknowledge that any notice relating to a termination under 4.3(a) shall not be given until after December 31 of the calendar year during which such failure occurred.

5. **Volume Commitments.** Pureggs will use its commercially reasonable efforts to promote the sale and distribution of the Products to retail customers in the designated Territory. Within thirty (30) days of the Appointment Effective Date, Pureggs and Michael Foods shall mutually agree upon sales volume commitments with respect to the remainder of the calendar year ending December 31, 2005. Volume commitments shall be itemized by Product and by individual customer. Thereafter, Pureggs and Michael Foods shall mutually agree upon sales volume commitments with respect to each subsequent calendar year by December 1 of the preceding year. If Pureggs and Michael Foods shall fail to agree upon volume commitments with respect to any given year within the term, the volume commitments with respect to the Products shall be deemed to be set at the prior year's volume, plus the prevailing ACNielsen Category Growth Rate, adjusted to reflect the growth rate for the Product Lines. Such adjustment shall be made at the category level and shall include all product sizes and product package types produced by Michael Foods within such category.

In the event Michael Foods ceases to produce a particular Product during any year within the term or is unable to or is delayed in supplying the requirements of the marketplace, Pureggs shall not be responsible for meeting its volume commitment with respect to such Product for the remainder of such year, and such Product, unless re-introduced, shall not be included in the volume commitment for the following years. If such product is reintroduced the volume commitment shall be re-adjusted for the time during which the product was unavailable. In the event Michael Foods and Pureggs agree to remove an account from Pureggs pursuant to Section 11.b, Pureggs shall not be responsible for meeting its volume commitment with respect to such account for the remainder of such year, and such account,

unless subsequently re-added by the parties, shall not be included in the volume commitment for the following years. If such account is re-added, the volume commitment shall be re-adjusted for the time the account was removed.

For any given year, the sales volume commitments will be adjusted downwards if Pureggs loses an existing account or fails to secure a new account because the pricing approved by Michael Foods and submitted by Pureggs is non-competitive, according to the reasonable standards of the industry.

For any given year, the sales volume commitments also will be adjusted downwards if Pureggs loses an existing account due to a sustained inability by Michael Foods to supply Product in a timely manner to the market.

6. **Policies.** Pureggs shall at all times comply with the policies of Michael Foods set forth in Michael Foods' Broker Manual as the same may be amended from time to time to the extent not inconsistent with this agreement. Pureggs acknowledges that it has received and is familiar with the Broker Manual.

UNDER NO CIRCUMSTANCES WILL THE COMPANY AUTHORIZE COMMERCIAL BRIBERY OF ANY CUSTOMER, OR ITS AGENTS OR EMPLOYEES, TO INCREASE SALES OF PRODUCTS, WHETHER THE BRIBES BE IN THE FORM OF CASH PAYMENTS, GIFTS OF GOODS OR SERVICES, EXTRA PROMOTIONAL CONSIDERATIONS, PRICE DISCOUNTS, OR OTHERWISE.

7. **Product Packaging.** Pureggs shall be responsible to assist in package development and design for all products defined in Exhibit B. All such packaging designs (including without limitation the prices therefor) shall be subject to the prior approval of Michael Foods, according to the terms of Section 8 (Trademark Usage). Michael Foods shall be responsible for all charges related to package development, design and printing. Printing and package quality shall be commensurate with private label standards.

8. **Trademark Usage.**

8.1. Pureggs may use the Trademarks and such other trademarks as Michael Foods may authorize (collectively, the "Marks") only on the Michael Foods Products. In the event that a particular use of a Mark by Pureggs is deemed objectionable by Michael Foods (at the sole discretion of Michael Foods), Pureggs shall cease said use immediately upon written notification by Michael Foods and Pureggs will undertake any reasonable corrective action when requested by Michael Foods. All current uses of the Marks as set forth on Exhibit F are hereby approved by Michael Foods.

8.2. Upon payment of the consideration set forth in Section 2.2, as between parties Michael Foods is and shall be the exclusive owner of all right, title and interest in and to the Marks and all past, present or future goodwill which is attributable to or associated with the Marks, whether gained through use by Michael Foods or Pureggs. Upon payment of the consideration set forth in Section 2.2, Pureggs acknowledges and agrees that such goodwill and the Marks are the exclusive property of Michael Foods and disclaims all interest in or to such goodwill and the Marks and that Pureggs will not

challenge or contest such ownership, or Michael Foods' registration of the Marks. Pureggs shall not seek to register or gain any rights in the Marks either within or without the Territory.

8.3. Pureggs shall use the Marks only in such form and manner, and only in connection with such products and services, as may be approved or designated periodically by Michael Foods. Pureggs shall use the Marks only in approved promotional programs and materials employed in connection with operation of Pureggs's business. Pureggs shall not sell or offer for sale any product identified by the Marks except in approved promotional programs and materials, without the prior written consent of Michael Foods, and shall not sublicense the use of the Marks. When using any of Michael Foods' federally registered Marks, Pureggs shall ensure that the federal trademark notice (®) is used. When using any of Michael Foods' non-federally registered Marks, Pureggs shall include either the designation TM or SM as appropriate. Pureggs acknowledges and agrees that from time to time Michael Foods may obtain additional federal trademark registrations or may, at Michael Foods' sole discretion, abandon certain federal trademark registrations. Michael Foods has no obligation to Pureggs to maintain or enforce any of its trademarks against any third party.

8.4. In the event any person who is not a licensee of Michael Foods uses or infringes the Marks, Michael Foods shall control all litigation and shall be the sole judge as to whether or not suit shall be defended, instituted, prosecuted or settled, the terms of settlement, and whether or not any other action is taken. Pureggs may be required to cease use of some or all of the Marks as a result of litigation and/or settlement or otherwise. Pureggs agrees to promptly cease use of such Marks upon notice from Michael Foods. Pureggs shall promptly notify Michael Foods of any such use or infringement of which it becomes aware.

8.5. Upon termination of this license by Michael Foods for any reason, Pureggs shall forthwith discontinue the use of the Marks or any part of them, and shall not thereafter operate or do business under any name or in any manner that might tend to give the general public the impression that it is affiliated with Michael Foods.

9. **Other Activities; Competition.** Pureggs acknowledges that it will not directly or indirectly serve as a broker or sales agent for any other egg processor or egg product or any other principal or product that Michael Foods deems to be competitive with the Products serviced by Pureggs in the Territory. Failure of Pureggs to cease soliciting orders for products or principals deemed to be competitive with the Products after notice from Michael Foods shall be a basis for termination of this Agreement.
10. **Orders.** Pureggs will solicit and, if necessary, receive orders for the Products and will forward the orders to Michael Foods.
11. **Products.** Pureggs is authorized to represent Michael Foods with respect to the Michael Foods Product Lines and Label Classifications [See Ex. B.] as identified in Exhibit B. From time to time, Michael Foods and Pureggs, upon mutual agreement and written confirmation, may:

- a. modify, change, or add to the list of Products produced by Michael Foods; and
 - b. modify, change or add to the list of accounts, or prospective accounts, by class or description or by name, from whom Pureggs may solicit orders on Michael Foods' behalf.
12. **Commissions.** Pureggs will be entitled to commissions as provided in Exhibit D on sales made by or on behalf of Michael Foods to the Customers and of the Products listed on Exhibit B during the term of this Agreement. Commissions are payable on orders accepted and shipped with the expectation that accounts will pay within the confines of the terms offered. Commissions shall be paid monthly in arrears within thirty (30) days after the end of each month. Commission payments will be accompanied by a report detailing sales information upon which the commission payment was determined. If commissions are paid on sales of Products subsequently returned or on which discounts, allowances, rebates or bill-backs are later made, or if accounts for which commissions have been paid are subsequently determined to be uncollectible in accordance with the credit policy of Michael Foods, such commissions will be deducted from Pureggs's next commission payment.
 13. **Retail Brokers.** Brokers appointed by Pureggs on behalf of Michael Foods will be paid a brokerage commission by Michael Foods, in an amount agreed upon by Michael Foods and Pureggs, on sales to the specified accounts. All broker commissions will be paid by Michael Foods and will be paid directly to the broker of record. Michael Foods will indemnify Pureggs for any liability arising from claims made by Brokers against Pureggs for payment of such commissions.
 14. **Purchase for Own Account.** Except for samples, Pureggs shall not directly or indirectly purchase, deal in or store Products for its own account.
 15. **Promotional Assistance.** Michael Foods from time to time offers promotional assistance to Customers. When such promotions commence, Pureggs will comply fully with all instructions of Michael Foods in conveying information concerning the availability of the promotion to all Customers and will assist Customers in utilizing the promotion benefits. Pureggs will also assist Michael Foods in complying with all applicable laws and regulations governing promotion programs and will itself comply with all such laws and regulations applicable to it related to such promotions.
 16. **Liability.** During the life of this Agreement, Michael Foods shall maintain liability insurance in excess of \$5 million, covering product liability claims that may arise from the sale of the Products. Michael Foods shall name Pureggs as an additional insured under this liability policy. The written consent of Pureggs shall be required to waive, change, alter, modify or amend any provision of such policy.
 17. **Indemnification.** Pureggs will indemnify and hold harmless Michael Foods from any and all claims, demands, liabilities, losses, damages, judgments, settlements, fines and penalties, including all reasonable costs and expenses related thereto including attorneys' fees, incurred by Michael Foods as a direct or indirect result of actions taken or

representations made by Pureggs which are not authorized under the terms of this Agreement.

Except as set forth in the preceding paragraph, and except to the extent arising through the fault or negligence of Pureggs, Michael Foods will defend, indemnify and hold harmless Pureggs from any and all claims, demands, liabilities, losses, damages, judgments, settlements, fines and penalties, including all reasonable costs and expenses related thereto including attorneys' fees, incurred by Pureggs as a direct or indirect result of Pureggs' sale of the Product on behalf of Michael Foods to the Customers during the term of this Agreement; provided that: (a) Pureggs notifies Michael Foods promptly in writing of any notice of any such claim; (b) Pureggs cooperates with Michael Foods in all reasonable respects in connection with the investigation and defense of any such claim; (c) Michael Foods will have sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise.

18. **Confidentiality.** Pureggs acknowledges that during the course of its representation of Michael Foods, it will receive confidential information and proprietary documents of Michael Foods, including but not limited to, customer information, pricing, marketing and sales information, reports, manuals, financial documents, sales plans and other trade secrets or confidential and proprietary data in both written and oral form. Pureggs will retain in confidence all such confidential information and proprietary documents and will use such confidential information and proprietary documents only in connection with the purposes of this Agreement and only for the mutual benefit of Michael Foods and Pureggs. Pureggs agrees that it will cause its employees, agents and representatives to keep all such confidential information and proprietary documents confidential and shall exercise reasonable care to prevent disclosure of such confidential information and proprietary documents to any third party, except as may be authorized in writing by Michael Foods. The foregoing restrictions shall not apply if Pureggs can establish that the confidential information or proprietary documents were in the public domain at the time disclosed by Michael Foods or after disclosure becomes available to the public by lawful publication. Upon termination of this Agreement, Pureggs shall promptly return to Michael Foods all confidential information and proprietary documents, advertising materials, order forms and other information provided to Pureggs by Michael Foods. Pureggs acknowledges and agrees that Michael Foods shall be entitled to seek enforcement of the provisions of this paragraph by way of an injunction, restraining order or other relief to enjoin any breach or attempted breach of this provision, without the necessity of posting bond.
19. **Notices.** All notices or other communications required or permitted to be given hereunder shall be deemed given if in writing and either delivered personally or by verified facsimile to the latest known facsimile number of the recipient party, or mailed by certified mail, return receipt requested, postage prepaid to the intended recipient at the latest address designated in writing by the party and on file at the office of the party initiating the notice.
20. **Further Assurances.** The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

21. **Successors and Assigns.** Pureggs may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Michael Foods. This Agreement will be binding upon and will be to the benefit of the parties, their respective successors, and permitted assigns, including any party who purchases all or substantially all of the assets of Michael Foods regardless of whether such party accepts an assignment of this Agreement.
22. **Independent Contractor Relationship.** The parties intend to create the relationship of independent contractors, and nothing in this Agreement is intended or may be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between them. Pureggs will have no authority to commit, obligate or bind Michael Foods in any matter whatsoever, except as expressly set forth in this Agreement or as specifically approved from time to time in writing by Michael Foods.
23. **Provisions Severable.** Each provision of this Agreement shall be considered to be separable and if for any reason any such provision or provisions, or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid and this Agreement shall be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted.
24. **Governing Law.** To facilitate the uniform enforcement and interpretation of this Agreement, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without consideration of conflict of laws principles.
25. **Entire Agreement.** This Agreement is the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between Michael Foods and Pureggs. This Agreement may not be amended or modified nor shall any term of this Agreement be waived except by a writing signed by the party against whom the modification, amendment or waiver operates.

MICHAEL FOODS, INC.

By: *[Signature]*

Its: *Chairman/Pres./CEO*

PUREGGS, INC.

By: *[Signature]*

Its: *President*

EXHIBIT A

TRADEMARKS

| <u>Mark</u> | <u>Country</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|------------------------------|----------------|--------------------------|-----------------------------|
| Whippin' Whites® | USA | 2791671 | December 9, 2003 |
| AllWhites® | USA | 2183092 | August 18, 1998 |
| Chef's Omelets® | USA | 2215004 | December 29, 1998 |
| Quick Omelets® | USA | 2404455 | November 14, 2000 |
| Quick Egg® | USA | 1673894 | January 28, 1992 |
| Quick Whites® | USA | 2636526 | October 15, 2002 |
| Egg Starts® | USA | 1673894 | January 28, 1992 |
| Egg Mates® | USA | 1709417 | August 18, 1992 |
| The Right Egg® | USA | 1687263 | May 12, 1992 |
| Smart Eggs® | USA | 1758515 | March 16, 1993 |
| Like Eggs® | USA | 1861424 | November 1, 1994 |
| Whiteeggs® | USA | 2146569 | March 24, 1998 |
| Whiteeggs™ (1B Status) | USA | 78392487 (serial no.) | Filing Date: March 29, 2004 |
| Chef's Eggs® | USA | 2129324 | January 13, 1998 |
| Chef's Eggs™ (1B Status) | USA | 78376322 (serial no.) | Filing Date: March 1, 2004 |
| Free Eggs® | USA | 1573636 | December 26, 1989 |
| Safeggs® | USA | 2072077 | June 17, 1997 |
| Egg Menu® | USA | 2095775 | September 9, 1997 |
| Riteggs | USA | | Abandoned |
| Wholeggs | USA | | Abandoned |
| Neweggs | USA | | Abandoned |
| Sure Eggs | USA | | Abandoned |
| Ready Eggs | USA | | Abandoned |
| Pure Whites | USA | | Application 78/301, 401 |
| Nobody Beats our Eggs® | USA | 2666741 | December 24, 2002 |
| The Right Egg for Every Use® | USA | 1783536 | July 20, 1993 |
| Quickeggs™ | USA | Serial No. 73817940 | Abandoned |

Registered Applications by Pureggs that are excluded from this Agreement:

Mark

Smart Choice®
 Smart Choice Pak®
 Pureggs® *

* Pureggs is restricted from using the Pureggs® mark on any of the Products or any product deemed to be competitive to the Products by Michael Foods.

Dated: 12/13/04

Initial below:

GHO

Seq

EXHIBIT B

PRODUCT LINES, LABEL CLASSIFICATIONS AND CUSTOMERS

The following is a complete list of the Product Lines and Label Classifications that Pureggs is appointed to represent to the Customers in the Territory or as restricted as noted below:

A. PRIVATE LABEL AND CONTROL LABEL SALES

Product Lines: The following liquid and frozen egg products: "Egg Substitutes," "Egg Whites," "Egg Whites with Additives," "Egg Substitutes with Inclusions," "Egg Whites with Inclusions," and "Frozen Omelets"

Label Classification: Private Label (i.e. store brand) and Control Brand (i.e. Papetti's Quick Eggs, Papetti's Quick Whites)

Customers: All Retail and Club Accounts (i.e. Costco Wholesale, BJ's, Sam's)

B. CLUB PACK SALES

Product Lines: The following liquid and frozen egg products: "Egg Substitutes," "Egg Whites," "Egg Whites with Additives," "Egg Substitutes with Inclusions," "Egg Whites with Inclusions," and "Frozen Omelets"

Label Classification: National Brand (i.e. Papetti's All Whites, Papetti's Better'n Eggs), Private Label (i.e. store brand) and Control Brand (i.e. Papetti's Quick Eggs, Papetti's Quick Whites)

Customers: All Retail and Club Accounts (i.e. Costco Wholesale, BJ's, Sam's)

C. SPECIALTY RETAILER SALES

Product Lines: The following liquid and frozen egg products: "Egg Substitutes," "Egg Whites," "Egg Whites with Additives," "Egg Substitutes with Inclusions," "Egg Whites with Inclusions," and "Frozen Omelets"

Label Classification: National Brand (i.e. Papetti's All Whites, Papetti's Better'n Eggs), Private Label (i.e. store brand) and Control Brand (i.e. Papetti's Quick Eggs, Papetti's Quick Whites)

Customers: only Trader Joe's, Save-A-Lot, Smart & Final, Whole Foods, and Wild Oats

Dated: 12/13/04

Initial below:

GAO

SOE

EXHIBIT C

TERRITORY

The Territory consists of the following described area:

No restrictions on Territory

Dated: 12/13/04

Initial below:

WAD

SOB

EXHIBIT D

PRODUCTS COMMISSIONS

| <u>Products</u> | <u>Commission Rate</u> |
|--|------------------------|
| Kirkland label egg products | 2% |
| All other Products as described in Exhibit B | 4% |

In the event Costco elects, for its own convenience, to purchase Products directly from Michael Foods, rather than through Pureggs, Michael Foods shall, during the Term, continue to pay to Pureggs the 2% commission set forth above with respect to the Kirkland label Products.

Dated: 12/13/04

Initial below

CAF
Seeg

Schedule A

Registered Trademarks and Pending Applications:

| Mark | Country | Reg. No. | Reg. Date |
|------------------------------|---------|--------------------------|-----------------------------|
| Whippin' Whites® | USA | 2791671 | December 9, 2003 |
| AllWhites® | USA | 2183092 | August 18, 1998 |
| Chef's Omelets® | USA | 2215004 | December 29, 1998 |
| Quick Omelets® | USA | 2404455 | November 14, 2000 |
| Quick Egg® | USA | 1673894 | January 28, 1992 |
| Quick Whites® | USA | 2636526 | October 15, 2002 |
| Egg Starts® | USA | 1673894 | January 28, 1992 |
| Egg Mates® | USA | 1709417 | August 18, 1992 |
| The Right Egg® | USA | 1687263 | May 12, 1992 |
| Smart Eggs® | USA | 1758515 | March 16, 1993 |
| Like Eggs® | USA | 1861424 | November 1, 1994 |
| Whiteeggs® | USA | 2146569 | March 24, 1998 |
| Whiteeggs™ (1B Status) | USA | 78392487 (serial no.) | Filing Date: March 29, 2004 |
| Chef's Eggs® | USA | 2129324 | January 13, 1998 |
| Chef's Eggs™ (1B Status) | USA | 78376322 (serial no.) | Filing Date: March 1, 2004 |
| Free Eggs® | USA | 1573636 | December 26, 1989 |
| Safeggs® | USA | 2072077 | June 17, 1997 |
| Egg Menu® | USA | 2095775 | September 9, 1997 |
| Riteggs | USA | | Abandoned |
| Wholeggs | USA | | Abandoned |
| Neweggs | USA | | Abandoned |
| Sure Eggs | USA | | Abandoned |
| Ready Eggs | USA | | Abandoned |
| Pure Whites | USA | | Application 78/301, 401 |
| Nobody Beats our Eggs® | USA | 2666741 | December 24, 2002 |
| The Right Egg for Every Use® | USA | 1783536 | July 20, 1993 |
| Quickeggs™ | USA | Ser. No. 73817940 | Abandoned |

In addition to the trademark scheduled above, this Assignment includes all other trademark rights of the Assignor with respect to the trademarks listed above, whether registered or unregistered, wherever they may exist.

EXHIBIT F

TRADEMARKS IN USE BY THIRD PARTIES

| <u>Mark</u> | <u>Company</u> | <u>Product Class</u> | <u>Initial Usage Year (est.)</u> |
|------------------|------------------|----------------------|----------------------------------|
| AllWhites® | Michael Foods | Egg Whites | 1997 |
| Chef's Eggs™ | Michael Foods | Egg Whites/Additives | 1997 |
| Chef's Omelet® | Michael Foods | Frozen Omelets | 1997 |
| Quick Eggs® | Michael Foods | Egg Substitutes | 1998 |
| Quick Whites® | Michael Foods | Egg Whites | 1999 |
| The Right Egg® | Michael Foods | Egg Substitutes | 1991 |
| Whippin' Whites® | Michael Foods | Egg Whites/Additives | 2001 |
| Egg Mates® | Food Lion | Egg Substitutes | 1993 |
| Egg Mates® | Kash'n Karry | Egg Substitutes | 1996 |
| Egg Mates® | Golub | Egg Substitutes | 1997 |
| Egg Starts® | Key Food | Egg Substitutes | 1992 |
| Egg Starts® | Pathmark | Egg Substitutes | 1992 |
| Egg Starts® | DeMoulas | Egg Substitutes | 1993 |
| Egg Starts® | Ingle's | Egg Substitutes | 1994 |
| Egg Starts® | Ralph's | Egg Substitutes | 1995 |
| Egg Starts® | Harris Teeter | Egg Substitutes | 1996 |
| Egg Starts® | Bruno's | Egg Substitutes | 1997 |
| Egg Starts® | White Rose | Egg Substitutes | 2002 |
| Egg Starts® | Costco Wholesale | Egg Substitutes | 2003 |
| Pure Whites™ | DeMoulas | Egg Whites | 2004 |
| Pure Whites™ | White Rose | Egg Whites | 2004 |
| Quick Egg® | Stop & Shop | Egg Substitutes | 1991 |
| Quick Egg® | Braum's | Egg Substitutes | 1995 |
| Quick Eggs® | Weis | Egg Substitutes | 1995 |
| Quick Eggs® | Trader Joe's | Egg Substitutes | 2004 |
| Quick Whites® | Trader Joe's | Egg Whites | 2004 |