

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
SMS DELI ENTERPRISE, LLC		05/31/2007	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	WINONA FOODS, INC.		
Street Address:	1552 LINEVILLE ROAD		
City:	GREEN BAY		
State/Country:	WISCONSIN		
Postal Code:	54313		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3091270	PAINTED COW	
CORRESPONDENCE DATA			
Fax Number:	(920)437-2868		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(920) 437-0476		
Email:	tlk@lcojlaw.com		
Correspondent Name:	TORI LYNNE KLUSS		
Address Line 1:	231 S. ADAMS STREET		
Address Line 4:	GREEN BAY, WISCONSIN 54301		
NAME OF SUBMITTER:	TORI LYNNE KLUSS		
Signature:	/tori lynne kluss/		
Date:	06/22/2007		

OP \$40.00 3091270

Total Attachments: 2

900080033

**TRADEMARK
 REEL: 003566 FRAME: 0820**

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TRADEMARK ASSIGNMENT

SMS DELI ENTERPRISE, LLC, a Wisconsin limited liability company ("Assignor"), having its principal offices at 1552 Lineville Road, Green Bay, Wisconsin 54313, is the owner of the following trademark (the "Mark"), which is registered with the United States Patent and Trademark Office:

Mark: PAINTED COW

Reg. No.: 3,091,270

Reg. Date: 05/09/2006

WINONA FOODS, INC., a Wisconsin corporation ("Assignee") having its principal offices at 1552 Lineville Road, Green Bay, Wisconsin 54313, is desirous of acquiring all right, title and interest in and to said Mark.

For the sum of Five Hundred Dollars (\$500.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Mark identified above, together with the goodwill of the business symbolized by the Mark, and together with the registration of the Mark and the right to sue for and recover damages for past infringement of the Mark.

Assignor further assigns to Assignee any rights held by Assignor, in any country, in the Mark, along with the goodwill associated therewith, such that the Assignee shall in all respects hold and enjoy any and all rights previously held and enjoyed by Assignor as user and owner of the Mark.

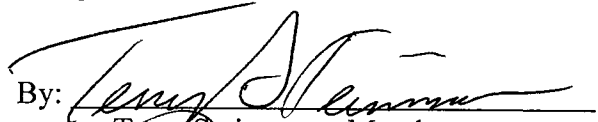
Assignor represents to Assignee, its successors, and assigns, that Assignor has not and shall not execute any writings or do any acts whatsoever conflicting with this Assignment. Assignor, and any representative, executor and/or administrator of Assignor, will at any time, upon request and without additional consideration but at the expense of Assignee, its successors, and assigns, execute any and all additional writings and do such additional acts as Assignee, its successors, and assigns, may deem desirable to perfect its enjoyment of this Assignment and grant, and render any and all assistance in making application for and obtaining, maintaining and enforcing the rights granted herein in all countries.

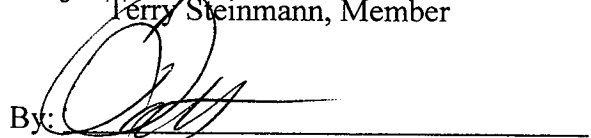
[SIGNATURE PAGE TO FOLLOW]

RE: Trademark Assignment

Signed this 31st day of May, 2007.

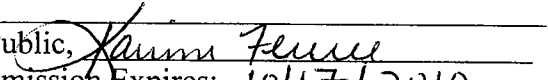
SMS DELI ENTERPRISE, LLC
Assignor

By: 
Terry Steinmann, Member

By: 
David Meyer, Member

STATE OF WISCONSIN)
)ss
COUNTY OF BROWN)

Personally came before me this 31st day of May, 2007, the above-named Terry Steinmann and David Meyer, to me known to be the Members of SMS Deli Enterprise, LLC and the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, 
My Commission Expires: 10/17/2010