

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
Huisken Meat Company of Sauk Rapids, Inc.		08/27/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Huisken Meat Company f/k/a New Huisken Meat Company		
Street Address:	1807 7th Street NW		
City:	Rochester		
State/Country:	MINNESOTA		
Postal Code:	55901		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1962738	HUISKEN	
CORRESPONDENCE DATA			
Fax Number:	(314)259-3977		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-863-0800		
Email:	lwolfgram@stinson.com		
Correspondent Name:	Laila S. Wolfgram		
Address Line 1:	168 North Meramec Avenue		
Address Line 2:	Suite 400		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	812889-0009		
NAME OF SUBMITTER:	Laila S. Wolfgram		
Signature:	/laila s. wolfgram/		

CH \$40.00 1962738

Date:

08/30/2007

Total Attachments: 6

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**ASSIGNMENT OF INTELLECTUAL PROPERTY– HUISKEN MEAT COMPANY OF
SAUK RAPIDS, INC.**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY – HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (“Huisken Assignment”) is made and entered as of August 27, 2007, by Huisken Meat Company of Sauk Rapids, Inc., a Minnesota corporation (“Assignor”) in favor of Huisken Meat Company, an Illinois corporation f/k/a New Huisken Meat Company (“Assignee”).

PRELIMINARY STATEMENTS

A. JNR Holding Company, Rochester Meat Company, Huisken Meat Company of Sauk Rapids, Inc., WNJ Cold Storage, Inc., Trico of Rochester, LLC, Trico of Sauk Rapids, LLC, CHK Properties, LLC, WHQ Property, LLC and WNB Property, LLC, as Sellers, and Holten Meat, Inc., as Buyer, have entered into that certain Asset Purchase Agreement dated as of July 25, 2007, as amended (the “Purchase Agreement”), pursuant to which Operating Sellers have agreed to sell, assign, transfer and convey to Buyer all of Operating Sellers’ right, title and interest in, to and under certain assets relating to the operation of the Business in accordance with the terms and provisions of the Agreement.

B. Pursuant to Section 12.10 of the Purchase Agreement, Buyer has designated its affiliate, Assignee, to acquire the IP (as hereinafter defined) from Assignor, an Operating Seller.

C. The execution and delivery of this Huisken Assignment is a condition precedent to the Buyer's and, by designation, Assignee's obligation to consummate the transactions contemplated by the Purchase Agreement.

D. Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by Assignor’s execution and delivery of this Huisken Assignment evidencing the sale, assignment, transfer and conveyance to Assignee of the IP.

E. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto agree as follows:

1. Assignment. Assignor, as the owner of the trademarks (hereinafter referred to as the “Marks”) listed on Exhibit A (attached hereto and incorporated herein by reference) and all assignable or transferable inventions, patents, patent rights, applications for patents, production rights, manufacturing rights, reproduction rights, trade names, trade secrets, know-how, historical information, computer programs, software and source code, archives, government and

quasi-government approvals of all products and product designs, recipes, processes, formulae, licenses and designs including, without limitation, those described in Section 2.01(k) of Sellers' Disclosure Schedules (hereinafter collectively referred to, along with the Marks, as "IP"); hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to the IP, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors and assigns, to the full end of the term for which said IP are granted, together with all claims for damages by reason of past infringement of said IP, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives.

2. Further Assurances.

(a) At any time or from time to time after the date hereof, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as are reasonably necessary to transfer, convey and assign to Assignee, and to confirm Assignee's title to, all the IP, and, to the full extent permitted by law, to put Assignee in actual possession and operating control of the IP.

(b) Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of Assignor with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the sole benefit of Assignee: (i) to demand and receive from time to time any and all of the IP and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the IP; (iii) to defend or compromise any or all actions or proceedings in respect of any of the IP; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Assignee, in its sole discretion, shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

3. No Modification of Purchase Agreement. Assignor, by its execution of this Huisken Assignment, and Assignee, by its acceptance of this Huisken Assignment, each hereby acknowledge and agree that the representations and warranties, right, remedies and obligations contained in the Purchase Agreement shall remain in full force and effect subject to the terms thereof.

4. Miscellaneous.

(a) Conflict. In the event that any provision of this Huisken Assignment by construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

(b) No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Huisken Assignment or the provisions contained herein.

(c) Successors and Assigns. This Huisken Assignment and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties hereto and their respective successors and assigns; provided, however, that this provision shall not be construed to permit any assignment prohibited by the Purchase Agreement.

(d) Governing Law. THIS HUISKEN ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.

(e) Counterparts; Facsimile Signatures. This Huisken Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Either party may execute and deliver this Huisken Assignment by an executed signature page transmitted by a facsimile machine. If a party transmits its signature by a facsimile machine, such party shall promptly thereafter deliver an originally executed signature page to the other party; provided, however, that any failure to deliver such an originally executed signature page shall not affect the validity, legality or enforceability of this Huisken Assignment. The Preliminary Statements of this Huisken Assignment by this reference are incorporated into this Huisken Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Huisken Assignment as of the date first above written.

"Assignor"

HUISKEN MEAT COMPANY OF SAUK
RAPIDS, INC.,
a Minnesota corporation

By: *Harold Karelis*
Name: *Neil E. Karelis*
Title: *V.P.*

Accepted and Agreed:

"Assignee"

HUISKEN MEAT COMPANY F/K/A NEW
HUISKEN MEAT COMPANY,
an Illinois corporation

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Huisken Assignment as of the date first above written.

“Assignor”

HUISKEN MEAT COMPANY OF SAUK
RAPIDS, INC.,
a Minnesota corporation

By: _____
Name: _____
Title: _____

Accepted and Agreed:

“Assignee”

HUISKEN MEAT COMPANY F/K/A NEW
HUISKEN MEAT COMPANY,
an Illinois corporation

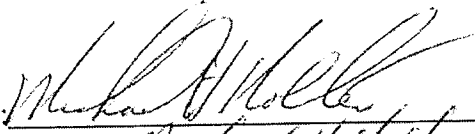
By: 
Print Name: Michael H Helten
Title: President

EXHIBIT A TO
ASSIGNMENT OF INTELLECTUAL PROPERTY- HUISKEN MEAT COMPANY OF
SAUK RAPIDS, INC.

TRADEMARKS

Mark	Serial No.	Registration No.	Date Filed	Date Registered
HUISKEN and Design	74/541,102	1,962,738	June 21, 1994	March 19, 1996

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