

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
Rochester Meat Company		08/27/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Rochester Meat Company f/k/a New Rochester Meat Company
Street Address:	1825 7th Street NW
City:	Rochester
State/Country:	MINNESOTA
Postal Code:	55901
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2044356	THE CLOUD
Registration Number:	2338856	THE THUNDER CLOUD
Registration Number:	2490426	THE CLOUD DELUXE
Registration Number:	2903072	THE CLOUD CRUMBLE
Registration Number:	2457165	PORTION CLASSICS
Serial Number:	76665528	THE CERTIFIED CLOUD
Serial Number:	76630976	THE STRATOS CLOUD
Serial Number:	76630975	THE CRUMBLER CLOUD

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

CH \$215.00 2044356

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/

Date: 08/31/2007

Total Attachments: 7
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ASSIGNMENT OF INTELLECTUAL PROPERTY- ROCHESTER MEAT COMPANY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY – ROCHESTER MEAT COMPANY (“RMC Assignment”) is made and entered as of August 27, 2007, by Rochester Meat Company, a Minnesota corporation (“Assignor”), in favor of Rochester Meat Company, an Illinois corporation f/k/a New Rochester 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 RMC 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 RMC 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); the domain names (the “Domain Names”) listed on Exhibit B (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 and Domain Names, 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 is 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 of 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 RMC Assignment, and Assignee, by its acceptance of this RMC 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 RMC 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 RMC Assignment or the provisions contained herein.

(c) Successors and Assigns. This RMC 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 RMC 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 RMC 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 RMC 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 RMC Assignment. The Preliminary Statements of this RMC Assignment by this reference are incorporated into this RMC Assignment.

[SIGNATURE PAGE FOLLOWS]

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

"Assignor"

ROCHESTER MEAT COMPANY,
a Minnesota corporation

By: Neal E. Karrels
Name: Neal E. Karrels
Title: V.P.

Accepted and Agreed:

"Assignee"

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

By: _____
Print Name: _____
Title: _____

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

“Assignor”

ROCHESTER MEAT COMPANY,
a Minnesota corporation

By: _____


Name: _____

Title: _____

Accepted and Agreed:

“Assignee”

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

By:  _____

Print Name: Michael H Halter

Title: President

EXHIBIT A TO
ASSIGNMENT OF INTELLECTUAL PROPERTY- ROCHESTER MEAT COMPANY

U.S. TRADEMARKS

Mark	Serial No.	Registration No.	Date Filed	Date Registered
THE CLOUD and Design	74/594,517	2,044,356	November 3, 1994	March 11, 1997
THE THUNDER CLOUD and Design	75/758,070	2,338,856	July 22, 1999	April 4, 2000
THE CLOUD DELUXE and Design	76/068,450	2,490,426	June 13, 2000	September 18, 2001
THE CLOUD CRUMBLE and Design	76/561,833	2,903,072	November 24, 2003	November 16, 2004
THE STRATOS CLOUD and Design	76/630,976	3,206,544	February 7, 2005	February 6, 2007
THE CRUMBLED CLOUD	76/630,975	3,216,174	February 7, 2005	March 6, 2007
PORTIONS CLASSICS and Design	76/022,049	2,457,165	April 10, 2000	June 5, 2001
THE CERTIFIED CLOUD and Design	76/665,528	N/A	August 31, 2006	N/A

CANADIAN TRADEMARKS

Mark	Registration No.
"PORTION CLASSICS and Design"	TMA599,935
"THE CLOUD DELUXE and Design"	TMA599,543
"THE CLOUD and Design"	TMA499,254
"THE THUNDER CLOUD and Design"	TMA655,216

EXHIBIT B TO
ASSIGNMENT OF INTELLECTUAL PROPERTY- ROCHESTER MEAT COMPANY

DOMAIN NAMES

www.rochestermeat.com

www.huiskenmeats.com

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