

TRADEMARK ASSIGNMENT

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 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
Tyson Refrigerated Processed Meats, Inc.		11/08/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Zwanenberg Food Group (USA) Inc.		
Street Address:	3640 Muddy Creek Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45238		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2071608	BACON GRILL	
CORRESPONDENCE DATA			
Fax Number:	(917)522-3134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bsatz@morrisoncohen.com		
Correspondent Name:	Brian M. Satz		
Address Line 1:	909 Third Avenue		
Address Line 2:	Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	16176-003		
NAME OF SUBMITTER:	Brian M. Satz		
Signature:	/Brian M. Satz/		
Date:	01/23/2008		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of November 8, 2007, is made by TYSON REFRIGERATED PROCESSED MEATS, INC., a Delaware corporation ("*Assignor*") in favor of ZWANENBERG FOOD GROUP (USA) INC., an Ohio corporation ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a Asset Purchase Agreement (the "*Purchase Agreement*"), dated as of November 8, 2007, by and among Assignee and Assignor, pursuant to which Assignor agreed to sell certain of its assets and properties to Assignee; and

WHEREAS, pursuant to the terms and conditions set forth in the Purchase Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest in, to and under those trademarks, service marks, slogans, trade names and the like and all goodwill associated with the foregoing as set forth on the attached Schedule A (collectively referred to in this Assignment as the "*Marks*") and pursuant to the Purchase Agreement has agreed to assign the Marks to Assignee.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns to Assignee and its successors and assigns all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable beginning on the date hereof and thereafter, including without limitation, all claims for damages by reason of past, present or further infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, free and clear of any liens, claims or encumbrances of any nature whatsoever.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives. Assignor hereby represents and covenants that it has the full right to convey the entire interest herein

assigned, and that it has not executed and will not execute any agreement in conflict with this Assignment.


FURTHER ASSURANCES

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance to fully secure the Marks to Assignee, its successors, assigns and legal representatives, at Assignee's request and expense, including (i) the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required, (ii) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks, (iii) providing assistance in connection with the prosecution or defense of any oppositions, infringement suits or other proceedings that may arise in connection with any of the Marks, including but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment, (iv) obtaining any additional trademark protection for any of the Marks that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world, and (v) in the implementation or perfection of this Assignment.

[Signature page follows]

ACCEPTED:

ZWANENBERG FOOD GROUP (USA) INC.

By: 
Name: FRANK SCHMITT
Title: PRESIDENT

[Signature page to Trademark Assignment]

Schedule A

Trademarks

<u>Trademark</u>	<u>Registration No.</u>
BACON GRILL	2,071,608 (United States)
BACON GRILL	508,701 (Canada)
AMERICAN PRIDE	