

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zemco Industries, Inc.		05/27/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kayem Foods, Inc.		
<b>Street Address:</b>	75 Arlington Street		
<b>City:</b>	Chelsea		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02150		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0961020	DEUTSCHMACHER	
Registration Number:	1215054	SUNNY ISLE	
Registration Number:	1492445	ESSEM	
Registration Number:	0544493	JORDAN'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)342-4001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-342-4000		
<b>Email:</b>	ptomailboston@foley.com		
<b>Correspondent Name:</b>	James F. Ewing		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	111 Huntington Avenue, 26th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	322865-0100 QSMJIY		
<b>NAME OF SUBMITTER:</b>	James F. Ewing		

**OP \$115.00 0961020**

Signature:

/James F. Ewing/

Date:

05/30/2008

Total Attachments: 3

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## Assignment of Trademarks

WHEREAS, ZEMCO INDUSTRIES, INC., and TYSON DELI, INC., each a Delaware corporation with its principal place of business located at 2210 W. Oaklawn Drive, Springdale, Arkansas 72762 (sometimes referred to as, collectively, the "Assignor"), has adopted, used and is using the trademarks and trade names set forth on the attached Schedule A, each of which has been registered in, or is subject to a pending application for registration with, the United States Patent and Trademark Office (cumulatively, the "Marks"); and

WHEREAS, pursuant to the terms and conditions of a certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated May 16, 2008, by and between Assignor and KAYEM FOODS, INC., a Massachusetts corporation with its principal place of business located at 75 Arlington Street, Chelsea, Massachusetts 02150 ("Assignee"), Assignee has agreed to acquire the Marks and any and all registrations and registration applications thereof;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained in the Asset Purchase Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Each Assignor designated as "Owner" on Schedule A of a corresponding Mark or Marks hereby transfers and assigns unto Assignee all of such Assignor's right, title and interest in and to the Mark(s), together with the goodwill of the Acquired Brands symbolized by the Mark(s) and all registrations and applications for registration thereof.

2. Each Assignor designated as "Owner" on Schedule A of a corresponding Mark or Marks hereby covenants to and with Assignee that Assignor (i) has good and marketable title in and to the Mark(s) transferred, assigned and conveyed hereunder, subject to no liens, claims, encumbrances or restrictions of any kind, and (ii) has the right, power and authority to, and hereby does, assign, transfer and convey the Mark(s) free and clear of all liens, claims, encumbrances and restrictions. Assignor hereby covenants that it will warrant and defend the same against all lawful claims whatsoever.

3. From time to time after the date hereof, Assignor agrees to execute all further documents and to take all necessary actions to effect the assignment, transfer and conveyance of all rights in the Mark(s) to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks as of the 27<sup>th</sup> day of May, 2009.

ZEMCO INDUSTRIES, INC., Assignor

By: *Dennis Leatherby*  
Title: *SVP, Finance and Treasurer*

TYSON DELL, INC., Assignor

By: *Dennis Leatherby*  
Title: *SVP, Finance and Treasurer*

State of Arkansas                    )  
County of Washington            ) ss:

On the 27<sup>th</sup> day of May in the year 2008 before me, the undersigned, personally appeared Dennis Leatherby, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



*Brett Worlow*

Notary Public

Schedule A

U.S. Trademark Registrations:

Trademark (Owner)	Application Number	Dates of Registration— Expiration
Deutmacher (Zemco)	961,020	6/12/73—6/12/13
Sunny Isle (Zemco)	1,215,054	11/2/82—11/2/12
Essem (Zemco)	1,492,445	6/14/88—6/14/08
Jordan's (Zemco)	544,493	7/3/51—7/3/11
Kirschner (Tyson Deli)	3,070,477	3/21/06—3/21/16