

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
Tampa Farm Service, Inc.		12/11/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Tampa Farms, LLC		
Street Address:	Post Office Box 600		
Internal Address:	Haynes Road		
City:	Dover		
State/Country:	FLORIDA		
Postal Code:	33527		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1661844	4GRAIN	
CORRESPONDENCE DATA			
Fax Number:	(813)223-9620		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-224-9255		
Email:	cperrino@bushross.com, egross@bushross.com		
Correspondent Name:	Celeste N. Perrino, Esq.		
Address Line 1:	1801 N. Highland Avenue		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	001067.00000		
NAME OF SUBMITTER:	Celeste N. Perrino		
Signature:	/Celeste N. Perrino/		
Date:	01/02/2009		

CH \$40.00 1661844

Total Attachments: 6

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INTANGIBLE ASSET ASSIGNMENT AGREEMENT

This Intangible Asset Assignment Agreement (the "Assignment") is made as of December 11, 2008 (the "Effective Date") by and between **Tampa Farm Service, Inc.**, a Florida corporation ("Assignor"), and **Tampa Farms, LLC**, a Florida limited liability company ("Assignee").

BACKGROUND:

For many years Assignor has engaged in the production, grading, packaging and distribution of shell eggs and related activities, including the production and milling of feed for laying hens and pullets and the distribution of third-party non-egg products (including meat, dairy and juice) along with its own eggs primarily in the southeast United States (the "Business"). Assignor and Assignee desire to enter into this Assignment to transfer to Assignee certain intellectual property and other intangible assets related to the Business (the "Intangible Assets"). The Assignor has entered into a Membership Interest Purchase Agreement (the "Purchase Agreement") with Cal-Maine Foods, Inc. (the "Buyer"), dated November 28, 2008. Pursuant to the Purchase Agreement, Buyer will be purchasing the Membership Interests of Assignee. Accordingly, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

OPERATIVE PROVISIONS:

1. Assignment of Marks. Effective as of the Effective Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts Assignor's worldwide right, title and interest in and to: (i) the business names and other trade names set forth in Schedule I hereto; (ii) the United States trademark registrations and applications for registration identified and set forth on Schedule II hereto; (iii) the common law trademarks, service marks, copyrights, and other intellectual property; (iv) goodwill of the business connected with the use thereof and symbolized thereby, and any and all related applications or registrations thereof; and (v) rights to bring claims for damages, and the right to take such damages, resulting from past, current, or future infringement thereof (each of the foregoing collectively referred to herein as the "Assigned Marks"). Assignor covenants and agrees to refrain from using any trade name or mark in any way similar or related to, in Assignee's reasonable discretion, the Assigned Marks.

2. Assignment of Domain Names. Effective as of the Effective Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts Assignor's worldwide right, title and interest in and to (i) the domain names and registrations therefore set forth in Schedule III hereto and (ii) the common law trademark, copyright, and other intellectual property and goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Domain Names"). Assignor covenants and agrees to refrain from registering or using any domain name in any way similar or related to, in Assignee's reasonable discretion, the Assigned Domain Names. Assignor further covenants and agrees to cooperate fully with Assignee in transferring registration of the Assigned Domain Names with

the appropriate domain name registrar, including, but not limited to, its execution of any required documents or consents, or otherwise confirming its acceptance of the transfer of registration to Assignee.

3. Transfer of Intangible Assets. Effective as of the Effective Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor (whether inside or outside of the United States) in and to the goodwill and all other intangible assets currently used in connection with the Business, including, without limitation, if and to the extent in existence, any and all contract rights, trade secrets, all patents and patent applications, inventions and invention disclosures or other documents evidencing new inventions, including continuations, divisionals, provisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, designs, software, copyrights, database rights and design rights, mask work rights and moral rights in published and unpublished works, along with renewals, continuations, reversions and extensions of the foregoing and all rights therein, registered and unregistered trademarks, service marks, trade names, service names, industrial designs, brand names, trade dress rights, logos, internet domain names and email addresses containing the internet domain names, identifying symbols, logos, emblems, signs or insignia, and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, all intellectual property rights arising from or in respect of technology and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

4. Further Assurances; Actions. The parties hereby acknowledge that certain of the Assigned Marks, Assigned Domain Names and/or Assigned Intangible Assets may not have been duly endorsed in favor of Assignor following the relevant purchase or acquisition by, or transfer or assignment to, Assignor. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee. Without limiting the foregoing in any way, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and resubstitution, in the name and stead of Assignor to carry out all the actions necessary or appropriate in carrying out the purposes and intent of this Assignment, Assignor declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, with respect to any trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, with the Jurisdiction and Service of Process provisions set forth in Section 12.5 of the Purchase Agreement.

[Signatures on following page.]

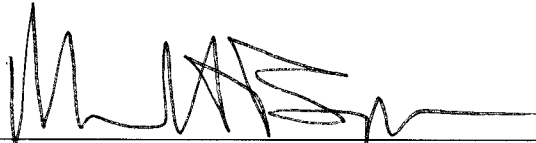
IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.


ASSIGNOR:

ASSIGNEE:

TAMPA FARM SERVICE, INC.

TAMPA FARMS, LLC

By: 
Michael H. Bynum, President

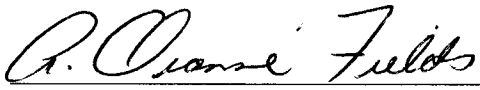
By: 
Michael H. Bynum, Manager

STATE OF FLORIDA)
) ss.:
COUNTY OF HILLSBOROUGH)

On this 11th day of December 2008, there appeared before me, Michael H. Bynum who is personally known to me or who produced Florida Drivers license as identification and who acknowledged that he is the President of Tampa Farm Service, Inc. and that he signed the foregoing Assignment as his voluntary act and deed on behalf of, and with full authority of Tampa Farm Service, Inc.



A. DIANNE FIELDS
MY COMMISSION # DD 784631
EXPIRES: May 28, 2012
Bonded Thru Budget Notary Services



Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF HILLSBOROUGH)

On this 11th day of December 2008, there appeared before me, Michael H. Bynum who is personally known to me or who produced Florida drivers license as identification and who acknowledged that he is the President of Tampa Farms, LLC and that he signed the foregoing Assignment as his voluntary act and deed on behalf of, and with full authority of Tampa Farms, LLC.



A. DIANNE FIELDS
MY COMMISSION # DD 784631
EXPIRES: May 28, 2012
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Notary Public

Signature Page to Intangible Asset Assignment Agreement

SCHEDULE I

BUSINESS NAMES AND OTHER TRADE NAMES

1. "Tampa Farm Service, Inc."
2. "Tampa Farms"
3. "Okeechobee Egg Company"
4. "Okeechobee Egg"
5. "Miami Egg & Cheese"
6. "4-Grain Organic"
7. "4-Grain All Natural"
8. "4-Grain Cage-Free"
9. "4-Grain Omega 3"
10. "4-Grain Vegetarian"

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Registration No./ Application No.	Registration Date/Application Date
4GRAIN	Tampa Farm Service, Inc.	1661844	October, 22 1991

SCHEDULE II
ASSIGNED DOMAIN NAMES

1. www.tampafarms.com
 Registered with Network Solutions IP address 66.77.86.35
2. www.4grain.com
 Registered with Network Solutions IP address 66.77.86.35
3. www.4-grain.com
 Registered with Network Solutions IP address 66.77.86.35
4. www.Fourgrain.com
 Registered with Network Solutions IP address 66.77.86.35
5. www.tampafarmservice.com
 Registered with Network Solutions IP address 74.208.58.124
6. www.miamiegg.com
 Registered with Network Solutions IP address 66.77.86.35