

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Associated Milk Producers, Inc.		08/30/1990	Cooperative: KANSAS
RECEIVING PARTY DATA			
Name:	Frank Sexton and Frank Sexton Enterprises, Inc.		
Street Address:	6069 Kellers Church Road		
City:	Pipersville		
State/Country:	PENNSYLVANIA		
Postal Code:	18947		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0866898	SOMMER MAID	
CORRESPONDENCE DATA			
Fax Number:	(202)331-4308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-293-7060		
Email:	vmullineaux@sughrue.com, ksmith@sughrue.com		
Correspondent Name:	Kevin G. Smith, Esq./Sughrue Mion, PLLC		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	S4070		
NAME OF SUBMITTER:	Kevin G. Smith		
Signature:	/Kevin G. Smith/		
Date:	03/17/2009		

CH \$40.00 0866898

Total Attachments: 2

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that ASSOCIATED MILK PRODUCERS, INC., a Kansas Cooperative ("SELLER"), in consideration of the sum of Five Hundred Thousand Dollars (\$500,000.00), as finally adjusted under the terms of a Purchase Agreement between SELLER and BUYERS, receipt of which is acknowledged from FRANK SEXTON and FRANK SEXTON ENTERPRISES, INC., a Pennsylvania Corporation ("BUYERS"), does hereby grant, bargain, sell and convey unto BUYERS, their heirs, executors, administrator, successors and assigns, the following-described personal property:

- A. Equipment. All of the equipment presently used in the operation of SELLER's Sommermaid Division, together with the furniture, fixtures and related items presently used in the operation of the Sommermaid Division of SELLER's business. A listing of the major items of equipment is set forth on the depreciation schedule attached to the Asset Purchase Agreement between the parties dated August 30, 1990. This transfer, however, includes all equipment (including office equipment), furniture and similar assets used in connection with the operation of SELLER's Sommermaid Division, whether or not set forth on the Exhibit B.
- B. Intangibles. All of the trade, business, name, telephone numbers and listing, goodwill and other intangible assets of SELLER's Sommermaid Division. This conveyance does not, however, include SELLER's trade names and labels except as and to the extent set forth in paragraph 6.0 of the Asset Purchase Agreement dated August 30, 1990.
- C. Leases. All of SELLER's rights under a Ryder Truck Rental Agreement executed on April 26, 1988.
- D. Inventory and Supplies. All of SELLER's inventory, plus all usable packaging and plant supplies, tires, grease, oil and other items of consumable inventory used in the operation of SELLER's Sommermaid Division, as the same exists on the date of this Bill of Sale. The purchase price for these items is in addition to the sums recited above and shall be determined as provided in paragraph 2.1 of the Asset Purchase Agreement dated August 30, 1990.
- E. Excluded Assets. Assets not included in this conveyance include those assets identified in paragraph 1.1 of the Asset Purchase Agreement dated August 30, 1990.
- F. Detailed List of Assets. A detailed list of the assets being conveyed under this Bill of Sale shall be prepared jointly by SELLER and BUYERS as provided in paragraph 1.2 of the Asset Purchase Agreement dated August 30, 1990,

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and shall be attached to this Bill of Sale either at the time of its delivery to SELLER, or as soon thereafter as the list is prepared.

SELLER, for itself, its successors and assigns, warrants to BUYERS, their heirs, executors, personal representatives and assigns, that it has good title to the assets identified above, and that the same are free and clear of all liens and encumbrances except to the extent identified in the Asset Purchase Agreement referred to above.

IN WITNESS WHEREOF, this Bill of Sale has been executed by SELLER, to be effective on August 31, 1990.

ASSOCIATED MILK PRODUCERS, INC.

By Irvin J. Elkin
Irvin J. Elkin
Its President

Attest:

Mark J. Furth
Mark Furth
Its North-Central Region Manager

STATE OF Minnesota)
COUNTY OF Brown) ss.

On this 30th day of August, 1990, before me, a notary public, personally appeared Irvin J. Elkin, who acknowledged himself to be the President of Associated Milk Producers, Inc., a Kansas Cooperative, and that he, as such President, being authorized to do so, executed the foregoing Bill of Sale for the purposes therein contained, and acknowledged that the execution of this Bill of Sale is the free act and deed of Associated Milk Producers, Inc.

Kenneth R. Spoon

