

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/20/2009
900129822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct an error made in a previously recorded document at Reel 3344, Frame 0744. The document should not have been recorded against Trademark Registration Nos. 0794886 and 0936169.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlantic Veal & Lamb, Inc.		03/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Atlantic Veal & Lamb, Inc.
Street Address:	275 Morgan Avenue
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11211
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
SERIAL NUMBER	73/067533	BERLINER & MARX

CORRESPONDENCE DATA

Fax Number: (212)684-3999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212 684-3900
 Email: ymarcus@gr.com
 Correspondent Name: Yuval H. Marcus
 Address Line 1: 270 Madison Avenue
 Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	5083/004
NAME OF SUBMITTER:	Yuval H. Marcus
Signature:	/Yuval H. Marcus/

OP \$65.00 0794886

Date:

03/20/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy court order release of all liens & security interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adell Corporation		04/17/2003	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	777 E. Wisconsin Avenue		
Internal Address:	MK-WI-J5N, Special Assets Group		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	73067533	BERLINER & MARX	
Serial Number:	72339122	FARMBELT BRAND MEAT PRODUCTS FARMBELT	
Serial Number:	73067534	FARMBELT	
Serial Number:	72370541	PLUME DE VEAU	
Serial Number:	72202221	PLUME DE VEAU	
CORRESPONDENCE DATA			
Fax Number:	(608)283-2275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	608-257-3501		
Email:	kateelln@michaelbest.com		
Correspondent Name:	Kelly A. Teelin, Paralegal		
Address Line 1:	1 S. Pinckney St., Ste. 700		
Address Line 2:	Michael Best & Friedrich LLP		
Address Line 4:	Madison, WISCONSIN 53703		

OP \$140.00 73067533

900052823

TRADEMARK
 REEL: 003964 FRAME: 0744
 REEL: 003964 FRAME: 0397

ATTORNEY DOCKET NUMBER:	066524-0018
NAME OF SUBMITTER:	Kelly A. Teelln
Signature:	/s/ Kelly A. Teelln
Date:	07/11/2006

Total Attachments: 50

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF WISCONSIN

In the Matter of:

In Bankruptcy No.
02-32637**ADELL CORPORATION,**

Debtor.

**ORDER APPROVING SALE OF
WISCONSIN ASSETS**

Upon consideration of the motion of Michael Compton, Plan Trustee for Adell Corporation (the "Debtor"), for an order (the "Sale Order") under sections 105, 363, 365, 1129 and 1146(c) of the Bankruptcy Code (11 U.S.C. §§ 101-1330) and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014 authorizing the Plan Trustee to sell assets, including certain real and personal property as more particularly described in the attached Asset Purchase Agreement ("APA") as it may be modified consistent with this Order which is attached hereto as Exhibit A (the "Assets") and as sold pursuant to First Amended Plan of Reorganization of Adell Corporation (the "Plan") confirmed by Court Order entered on April 3, 2003 (the "Confirmation Order"), pursuant to the APA entered into by Plan Trustee with U.S. Bank National Association and including any of its assignees under such Asset Purchase Agreement (the "Buyer"), upon the terms as outlined therein and according to the Plan and Confirmation Order; and the Court having scheduled a hearing on the Sale as provided in Section 8.6.20 of the Plan for April 17, 2003, at 9:00 a.m. (the "Hearing"); and the Plan Trustee having certified that notice of the Hearing on the Sale Motion was provided; and the Court having found such service of the Sale Motion and the

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notice of the Hearing is sufficient under the circumstances for the purposes of Federal Rules of Bankruptcy Procedure and that no other or further notice is necessary; and the Court having considered all objections to the Sale Motion; and the Court being fully advised in the premises and having considered the relief sought in the Sale Motion and having found good cause to grant the relief requested thereby:

THE COURT MAKES THE FOLLOWING FINDINGS:

A. The Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334.

B. Venue is proper pursuant to 28 U.S.C. § 1409(a).

C. Determination of the relief requested by the Sale Motion is a "core" proceeding under 28 U.S.C. § 157(b)(2)(A) and (N). The relief requested by the Sale Motion is predicated upon sections 105, 363, 365, 1129 and 1146(c) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014, and is predicated on this Court's confirmation of the Plan, including the sale procedures contained therein.

D. The Plan Trustee has followed the procedures for giving notice of the Sale Motion and the Hearing as set forth in the Plan.

E. Proper, timely, adequate, and sufficient notice of the Hearing has been provided in accordance with section 102(1) of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014, and the Plan, and no further notice of the Sale Motion, the Hearing, or the entry of the Sale Order is required.

F. A reasonable opportunity to object or to be heard regarding the relief requested by the Sale Motion has been afforded to all interested persons and entities, including: (i) all

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persons or entities who claim any liens, claims, encumbrances, or interests against the Assets or the Debtor; (ii) the creditors of the Debtor; (iii) the Committee; (iv) the Office of the United States Trustee; and (v) all other persons or entities filing a written request for notices in this case. Further, a reasonable opportunity has been afforded any interested person or entity to make a higher and better offer to purchase the Assets upon the terms and conditions and within the time period set forth in the Confirmation Order. Finally, the Plan itself outlined sale procedures that were exposed to objection and hearing before the Plan was confirmed.

G. Sale of the Assets pursuant to the Asset Purchase Agreement reflects the exercise of the Plan Trustee's sound business judgment.

H. Approval of the Asset Purchase Agreement and consummation of the sale of the Assets at this time are in the best interests of the Debtor, its creditors, other parties in interest, and of the estate. The Court finds that the sale of the Assets is made pursuant to the Plan.

I. The terms and conditions of the Asset Purchase Agreement are fair and reasonable. The Asset Purchase Agreement represents the highest and best offer for the Assets, and the purchase price for the Assets (the "Purchase Price") is: (i) fair and reasonable; (ii) will provide a greater recovery for the Debtor's creditors than would be provided by any other practical available alternative; and (iii) constitutes reasonably equivalent and fair market value under the Bankruptcy Code and applicable nonbankruptcy law.

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J. The Asset Purchase Agreement was negotiated, proposed, and entered into by the parties without collusion, in good faith, and from "arm's-length" bargaining positions. The Buyer is a good faith buyer, as defined pursuant to section 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code. The Court is satisfied that the Buyer possesses the financial wherewithal to close the transaction for the amount bid and on the terms of the Asset Purchase Agreement.

K. In the absence of a stay pending appeal, the Buyer will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Asset Purchase Agreement.

L. The transfer of the Assets: (i) are or will be legal, valid, and effective transfers of property of the Debtor's estate to the Buyer; and (ii) vest or will vest the Buyer with all right, title, and interest of the Debtor and Plan Trustee in and to the Assets free and clear of all liens, claims, interests, and encumbrances under section 363(f) of the Bankruptcy Code. Those nond debtor parties with liens, claims, interests, or encumbrances as to the Assets who did not object, or who withdrew their objections, to the Sale Motion or to the Plan are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Any such parties are adequately protected by having their liens, claims, interests, or encumbrances attach to the cash proceeds from the sale of the Assets ultimately attributable to the property against or in which they assert such lien, claim, encumbrance or interest.

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M. Except for those obligations expressly assumed by the Buyer pursuant to the Asset Purchase Agreement, the transfers of the Assets, the assignment of the Assigned Contracts, and the closing of the transactions contemplated by the Asset Purchase Agreement do not and will not subject the Buyer to any debts, liabilities, obligations, commitments, responsibilities, or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtor, any affiliate of Debtor, or any other person by reason of such transfers and assignments under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia applicable to such transactions, and also including without limitation any environmental, warranty, and product liability claims.

N. The sale of the Assets to the Buyer is a prerequisite to the Debtor's ability to consummate the Plan; therefore, the transactions contemplated by this Sale Order and the Asset Purchase Agreement are sales pursuant to a Plan and, accordingly, a transfer pursuant to section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp tax or similar tax.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion be, and it hereby is, granted and approved.
2. All objections, if any, to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of right therein, are overruled on the merits.

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3. The terms and conditions of Exhibit A ~~with the Court~~, and the transactions contemplated thereby, are hereby approved in all respects. The legal description for the real property transferred as part of the Assets pursuant to the transactions contemplated by the Asset Purchase Agreement is attached hereto as Exhibit B.

4. The sale of the Assets pursuant to the Asset Purchase Agreement is hereby authorized and directed under section 363(b) of the Bankruptcy Code and Sections 8.6, 8.6.5 and 8.6.10 of the Plan.

5. Pursuant to sections 363(b) and 105(e) of the Bankruptcy Code, the Plan Trustee is hereby authorized, directed, and empowered to fully assume, perform under, consummate, execute, deliver and implement the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and consummate the transactions approved under this Order, and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession, any or all of the Assets as may be necessary or appropriate to the performance of the obligations contemplated by the Asset Purchase Agreement. The Plan Trustee, Michael Compton, is authorized and directed to execute all documents necessary to consummate and close the transaction that is the subject of this Order.

6. The closing on the transactions contemplated by the Asset Purchase Agreement shall occur pursuant to the terms contained in the Plan and the Asset Purchase Agreement (unless modified by the parties thereunder) (the "Closing Date").

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7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code and Section 8.5 of the Plan, the Assets shall be transferred to the Buyer and upon the closing of the transactions contemplated by the Asset Purchase Agreement shall be free and clear of all liens, claims, encumbrances, or interests of any kind whatsoever, including without limitation any liens, claims, encumbrances, or interests of the United States, any state, municipality, or other governmental unit, and also including without limitation any environmental, warranty, and product liability claims, but excluding the Assumed Liabilities (as defined in the Asset Purchase Agreement), with all such liens, claims encumbrances, or interests of any kind or nature whatsoever subject to any claims or defenses the Debtor may possess with respect thereto to attach to the proceeds of the transactions under the Asset Purchase Agreement in the order of their priority, with the same validity, force, and effect which they now have against the Assets..

8. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, and other present and future claimants holding liens, claims, encumbrances, or interests of any kind or nature whatsoever against or in the Debtor or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the Assets, the operation of the Debtor's business prior to the Closing Date, or the transfer of the Assets to the Buyer, including without limitation any environmental, warranty, and product liability claims,

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hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its successors or assigns, its property, or the Assets, such liens, claims, encumbrances or interests.

9. The transfer of the Assets to the Buyer pursuant to the Asset Purchase Agreement constitutes a legal, valid, and effective transfer of the Assets, and shall vest the Buyer with all right, title, and interest of the Debtor in and to the Assets free and clear of all liens, claims, encumbrances, and interests of any kind or nature whatsoever, including without limitation any environmental, warranty, and product liability claims.

10. The transfer of the Assets pursuant to the Asset Purchase Agreement is a transfer pursuant to section 1146(c) of the Bankruptcy Code in that the transactions under the Asset Purchase Agreement are determined to be under a Plan confirmed under section 1129 of the Bankruptcy Code, and accordingly shall not be taxed under any federal, state, local, municipal or other law imposing or claiming to impose a stamp tax or a sale, transfer, or any other similar tax on any of the Debtor's transfers or sales of real estate, personal property or other assets (including the Assets) owned by it.

11. On or before the Closing Date of the transactions contemplated by the Asset Purchase Agreement, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its liens, claims, encumbrances or interests in the Assets, if any, as such liens, claims, encumbrances and interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing liens, claims, or interests with respect to the Assets shall not have

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delivered to the Plan Trustee prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens, claims, encumbrances, and interests which the person or entity has with respect to the Assets or otherwise, then: (i) the Plan Trustee is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Assets; and (ii) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and interests in the Assets of any kind or nature whatsoever. Upon entry of this Order, the release and termination of liens, claims, encumbrances and interests hereby shall be valid, perfected and enforceable against all parties asserting such liens, claims, encumbrances and interests, without further filing or recording of any document or instrument or the taking of any further actions.

12. This Sale Order: (i) is a determination that, on the Closing Date, all liens, claims, encumbrances, or interests of any kind or nature whatsoever existing with respect to the Assets prior to the closing of the transactions contemplated by the Asset Purchase Agreement have been unconditionally released, discharged, and terminated, and that the conveyances described therein have been effected; and (ii) shall be binding upon and shall govern the acts of all persons or entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of

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law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

13. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

14. Neither the Buyer nor its affiliates, successors or assigns, as a result of any action taken in connection with the purchase of the Assets: (a) is a successor to the Debtor; (b) has, *de facto* or otherwise, merged with or into the Debtor; or (c) is a continuation or substantial continuation of the Debtor or any enterprise of the Debtor.

15. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to the Buyer on or before the Closing Date.

16. Except for the Assumed Liabilities (as defined in the Asset Purchase Agreement), the Buyer shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Asset Purchase Agreement, the Buyer shall not be liable for any claims against the Debtor or any of its predecessors or affiliates, and the Buyer shall have no successor or vicarious liabilities of any kind or character, whether known or unknown, as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, including without limitation any claims against the Debtor, any affiliates of the Debtor, and the Assets for any and all

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environmental, warranty, and product liability claims by any person or entity whatsoever, with respect to the Debtor, of any affiliates of the Debtor, or any obligations of the Debtor or any of its affiliates, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the business prior to the Closing Date. The Buyer shall have no liability for any claim by any person or entity against the Debtor, any affiliates of Debtor, or the Assets which is pending in a court of competent jurisdiction anywhere in the United States or elsewhere as of the Closing Date; rather, any liability as may be established for such claims shall attach only to the proceeds of the Purchase Price according to such claim's priority under applicable law.

17. Under no circumstances shall the Buyer be deemed to be a successor of or to the Debtor for any lien, claim, encumbrance, or interest against or in the Debtor or the Assets of any kind or nature whatsoever. Except for the Assumed Liabilities (as defined in the Asset Purchase Agreement) held by any person or entity, all persons or entities holding any liens, claims, encumbrances, or interests against or in the Debtor or the Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such liens, claims, encumbrances, or interests of any kind or nature whatsoever against the Buyer, its property, its successors and assigns, or the Assets with respect to any lien, claim, encumbrance, or interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtor, its estates, officers, directors, shareholders, or the Assets. Following the Closing Date, no holder of a lien, claim, encumbrance, or interest against the Debtor or the Assets shall interfere with the Buyer's title to or quiet use and enjoyment of the Assets based

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on or related to such lien, claim, encumbrance, or interest, or any actions that the Debtor may take in its chapter 11 case.

18. This Court retains jurisdiction to enforce and implement the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (i) compel delivery of the Assets to the Buyer; (ii) resolve any disputes arising under or related to the Asset Purchase Agreement, except as otherwise provided therein; (iii) interpret, implement, and enforce the provisions of this Sale Order; and (iv) protect the Buyer against any liens, claims, encumbrances, and interests against the Debtor or the Assets, of any kind or nature whatsoever, attaching to the proceeds of the transactions contemplated under the Asset Purchase Agreement.

19. The transfer of the Assets pursuant to the transactions contemplated by the Asset Purchase Agreement shall not subject the Buyer to any liability with respect to the operation of the Debtor's business prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable subordination or successor or transferee liability.

20. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization

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provided herein to consummate the transactions contemplated by the Asset Purchase Agreement shall not affect the validity of such transactions as to the Buyer, unless such authorization is duly stayed pending such appeal.

21. The terms and provisions of the Asset Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, its creditors, and the Plan Trust, as well as the Buyer and their respective affiliates, successors, and assigns, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons or entities asserting any liens, claims, encumbrances, or interests against or in the Assets to be sold to the Buyer pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any new or replacement trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

22. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

23. The Asset Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate.

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24. As provided by Federal Rule of Bankruptcy Procedure 7062, this Sale Order shall be effective and enforceable immediately upon entry. Time is of the essence in closing the transactions contemplated by the Asset Purchase Agreement, and the Plan Trustee and the Buyer intend to close such transactions as soon as possible. Therefore, any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay, or risk having their appeal being rendered moot.

25. Following the Closing Date and subject to confidentiality agreements acceptable to Buyer, Buyer shall make available to the Plan Trustee, at the Plan Trustee's expense, business records acquired by Buyer in the sale and transfer to Buyer of the Assets to the extent reasonably requested by the Plan Trustee to complete its tax returns and satisfy other statutory and regulatory requirements imposed on Debtor's business prior to the Closing Date.

Dated this 17th day of April, 2003.

BY THE COURT:



Margaret D. McGarity, Bankruptcy Judge

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration Nos. : 0794888/ 0936169
Marks : PLUME DE VEAU/ PLUME DE VEAU &
Design

DECLARATION OF DALE WELKE

DALE WELKE, under penalty of perjury, declares as follows:

1. I am an officer of U.S. Bank National Association ("U.S. Bank").
2. I respectfully submit this declaration to correct the chain of title for U.S.

Registration Nos. 0936169 and 0794886 to reflect that Atlantic Veal & Lamb, Inc. ("Atlantic") currently is, and has been since July 30, 2002, the owner of these registrations. This declaration is being submitted because certain documents were incorrectly recorded against these two registrations.

3. On information and belief, on August 9, 2002, an assignment of all right, title and interest in and to PLUME DE VEAU Registration No. 0794886 and PLUME DE VEAU (and design) Registration No. 0936169 from Adell Corporation of Adell, Wisconsin ("Adell") to Atlantic, that had been executed on July 30, 2002, was recorded with the United States Patent and Trademark Office ("USPTO") at Reel 2558, Frame 0929.

4. Following the recording of that assignment, several documents were recorded with the USPTO against U.S. Trademark Registration Nos. 0794886 and 0936169.

5. On July 11, 2006, at Reel 3344, Frame 0744, a bankruptcy court order releasing liens and security interests was recorded with the USPTO against U.S.

TO: YUVAL H. MARCUS COMPANY: 270 MADISON AVENUE

Trademark Registration Nos. 0794886 and 0936169. The recordal record incorrectly notated that Trademark Registration Nos. 0794886 and 0936169 had been assigned to U.S. Bank. The bankruptcy court order recordal did not provide for any such transfer and ownership of these two registrations had in 2002 been assigned by Adell to Atlantic.

6. On May 12, 2006, at Reel 3307, Frame 0342, an assignment from U.S. Bank to Milk Specialties Company of Dundee, Illinois ("Milk Specialties") was also recorded against U.S. Trademark Registration Nos. 0794886 and 0936169. The recordal record incorrectly notated that U.S. Trademark Registration Nos. 0794886 and 0936169 had been assigned by U.S. Bank to Milk Specialties. The recordal document did not provide for any such transfer. Ownership of these two registrations had in 2002 been assigned by Adell to Atlantic.

7. At no time following the assignment from Adell to Atlantic in 2002, did U.S. Bank claim any ownership interest in U.S. Trademark Registration Nos. 0794886 and 0936169. U.S. Bank did not assign or intend to assign these registrations to Milk Specialties.

8. This declaration may be filed with the USPTO to correct the chain of title for U.S. Trademark Registration Nos. 0794886 and 0936169 and the records of the Assignment Branch located at Reel 3344, Frame 0744; Reel 3307, Frame 0342; Reel 3317, Frame 0082; Reel 3301, Frame 0601; Reel 3337, Frame 0377; and Reel 3818, Frame 0649.

9. I declare under penalty of perjury that all facts stated herein are true,
except facts on information and belief, and as to those facts, I believe them to be true.

Declared, in Milwaukee, Wisconsin, this 13th day of March, 2009.



Dale Welke

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