

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Conagra Foods RDM, Inc.	FORMERLY Conagra Brands, Inc.	06/15/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Foster Poultry Farms
Street Address:	Attn: General Counsel, Randall C. Boyce, Esq.
Internal Address:	P.O. Box 457
City:	Livingston
State/Country:	CALIFORNIA
Postal Code:	95334
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2915865	
Registration Number:	2915864	
Registration Number:	2426450	EL EXTREMO
Registration Number:	2542438	FERNANDO'S
Registration Number:	2453186	FIESTA SUPREME
Registration Number:	2729899	ANDALE GOURMET
Registration Number:	2685874	EL EXTREMO
Registration Number:	2904228	ANDALE GOURMET
Registration Number:	2922276	
Registration Number:	2915866	
Registration Number:	2915862	
Registration Number:	2915863	
Registration Number:	3254042	FIESTA STIX

OP \$340.00 2915865

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030399-0024
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	06/18/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of June 15, 2009, is entered into by and between CONAGRA FOODS PACKAGED FOODS, LLC, a Delaware limited liability company ("Seller"), and CONAGRA FOODS RDM, INC., a Delaware corporation ("Assignor"), and FOSTER POULTRY FARMS, a California corporation ("Buyer").

WHEREAS, Assignor is the owner of the trademarks and the associated registrations and/or applications for registration thereof existing in the United States listed on Exhibit "A" hereto ("Trademarks"), and Assignor is an affiliate of Seller;

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of June 7, 2009, by and among Seller, Buyer and, solely for the purposes of Section 15.21 thereof, ConAgra Foods, Inc., pursuant to which Seller has agreed to assign and cause the assignment to Buyer of the Brands as defined and specified therein, including without limitation the Trademarks and all goodwill associated therewith (collectively, "Assigned Rights").

NOW THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Seller and Assignor hereby assigns to Buyer all of Seller's and Assignor's right, title and interest in and to the Brands, Trademarks and other Assigned Rights.

This Assignment is subject to the terms and conditions of the Purchase Agreement and nothing herein will alter any liability or obligation of Seller or Buyer under the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the parties' representations, warranties, covenants, and agreements relating to the Assumed Liabilities, are incorporated herein by this reference and will remain in full force and effect to the full extent provided therein. This Assignment is not intended in any way to supersede any provision of the Purchase Agreement. If there is any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control. This Assignment (and any claim or controversy arising out of or relating to this Assignment) and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in Delaware.

[Remainder of Page Left Intentionally Blank - Signature Page to Follow]

IN WITNESS WHEREOF, each of parties hereto has caused this Assignment to be executed by an authorized representative as of the date first above written.

CONAGRA FOODS RDM, INC.

By: Bill M

Its: Authorized Representative

CONAGRA FOODS PACKAGED FOODS, LLC

By: Bill M

Its: Authorized Representative

FOSTER POULTRY FARMS, a California corporation

By: _____

Its: _____

IN WITNESS WHEREOF, each of parties hereto has caused this Assignment to be executed by an authorized representative as of the date first above written.

CONAGRA FOODS RDM, INC.

By: _____

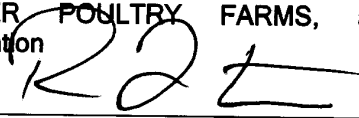
Its: _____

CONAGRA FOODS PACKAGED FOODS, LLC

By: _____

Its: _____

FOSTER POULTRY FARMS, a California corporation

By:  _____

Its: CEO _____

TRADEMARK ASSIGNMENT

TRADEMARK
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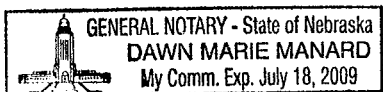
Exhibit "A"
Trademarks

<u>Mark</u>	<u>App. #</u>	<u>Reg. #</u>
Miscellaneous Design (CRITTERS ALIEN)	76/565,936	2,915,865
Miscellaneous Design (CRITTERS FISH)	76/565,934	2,915,864
EL EXTREMO	75/787,280	2,426,450
FERNANDO'S	76/047,713	2,542,438
FIESTA SUPREME	76/051,505	2,453,186
ANDALE GOURMET	76/178,111	2,729,899
EL EXTREMO	76/346,201	2,685,874
ANDALE GOURMET AND DESIGN	76/502,672	2,904,228
Miscellaneous Design (CRITTERS LIZARD)	76/565,930	2,922,276
Miscellaneous Design (CRITTERS BIRD)	76/565,938	2,915,866
Miscellaneous Design (CRITTERS ARMADILLO)	76/565,932	2,915,862
Miscellaneous Design (CRITTERS GECKO)	76/565,933	2,915,863
FIESTA STIX	76/606,439	3,254,042

Acknowledgement

State of Nebraska)
)
County of Douglas) s.s.

The foregoing instrument was acknowledged before me this 12th day of June, 2009 by Bill Hahn (name), Authorized Representative (title) on behalf of CONAGRA FOODS PACKAGED FOODS, LLC, a Delaware limited liability company.



Dawn Marie Manard
Signature of Notary Public

Acknowledgement

State of Nebraska)
)
County of Douglas) s.s.

The foregoing instrument was acknowledged before me this 12th day of June 2009 by Bill Hahn (name), Authorized Representative (title) on behalf of CONAGRA FOODS RDM, INC., a Delaware corporation.



Dawn Marie Manard
Signature of Notary Public

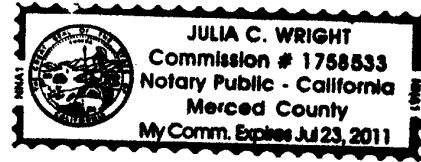
STATE OF CALIFORNIA)
Merced JW) ss.
COUNTY OF LOS ANGELES)

On 6-9-09, 2009, before me, Julia C. Wright, a notary public in and for the State of California, personally appeared Ron Foster, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julia C. Wright (Seal)



TRADEMARK ASSIGNMENT

RECORDED: 06/18/2009

TRADEMARK
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