

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
Skylark Meats, LLC		08/29/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Monogram Snacks Martinsville, LLC
Street Address:	930 S. White Station
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38117
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77345390	SNAK-MAGIC
Registration Number:	1908681	BULLS ONE AND ONLY
Registration Number:	2229838	TNT
Registration Number:	2567656	DELI DOUBLES
Registration Number:	2604092	MUNCHABLES
Registration Number:	1747267	HANNAH'S ONE AND ONLY RED HOT SAUSAGE
Registration Number:	2676509	BULL'S MUNCHABLES
Registration Number:	1761557	BULL & HANNAH'S ONE AND ONLY
Registration Number:	1803845	HANNAH'S 1 ONE AND ONLY RED HOT 5 ALARMSAUSAGE
Registration Number:	2789575	BULL'S
Registration Number:	2904023	TNT ONE AND ONLY
Registration Number:	2812115	O'BRIEN'S
Registration Number:	2552566	

OP \$415.00 77345390

Registration Number:	2555824	TASTE THE MAGIC
Registration Number:	2555829	
Registration Number:	3527345	

CORRESPONDENCE DATA

Fax Number: (901)577-0812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9015772180
Email: trademarks@bakerdonelson.com
Correspondent Name: Valerie Walsh Johnson
Address Line 1: 165 Madison Avenue, Suite 2000
Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	2910330-16 SKYLARK-MONOGR
NAME OF SUBMITTER:	Valerie Walsh Johnson
Signature:	/Valerie Walsh Johnson/
Date:	09/04/2009

Total Attachments: 6
source=Assignment.Skylark to Monogram#page1.tif
source=Assignment.Skylark to Monogram#page2.tif
source=Assignment.Skylark to Monogram#page3.tif
source=Assignment.Skylark to Monogram#page4.tif
source=Assignment.Skylark to Monogram#page5.tif
source=Assignment.Skylark to Monogram#page6.tif

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 29th day of August, 2009, by SKYLARK MEATS, LLC, a Delaware limited liability company ("Assignor"), to MONOGRAM SNACKS MARTINSVILLE, LLC, a Tennessee limited liability company ("Assignee").

RECITAL

Assignor, American Foods Group, LLC, Assignee, and Monogram Food Solutions, LLC are parties to an Asset Purchase Agreement dated as of March __, 2009 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR:

Skylark Meats, LLC

By: *[Signature]*

Its: Chief Financial Officer

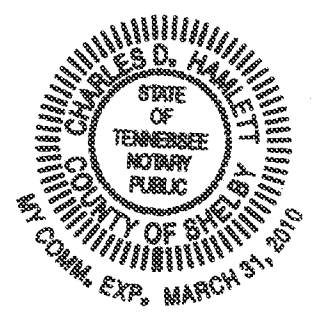
STATE OF Tennessee
COUNTY OF Shelby

Before me, Charles D. Hamlett a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Robert A. Howde, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the C.F.O. of SKYLARK MEATS, LLC, the within-named bargainor, a Delaware Limited Liability Company, and that he, as such C.F.O., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such C.F.O.

WITNESS my hand and seal at office on this the ~~27~~^{31st} day of August, 2004

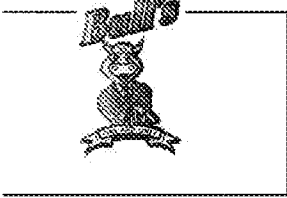




[Signature]
Notary Public





My Commission Expires:
3.31.10



SCHEDULE A

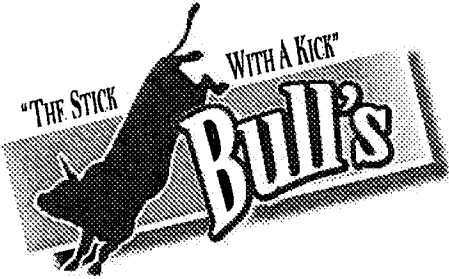
REGISTERED:

	Registered Mark	Type	Appearance	Reg Date	Serial #	Reg #	Next d da
1	Bull's One And Only	Design plus Words		8/1/1995	74533880	1,908,681	8/1/20
2	TNT	Word	TNT	3/9/1999	75110493	2,229,838	3/9/20
3	Deli Doubles	Word	DELI DOUBLES	5/7/2002	75242579	2,567,656	5/7/20
4	Munchables	Word	MUNCHABLES	8/6/2002	76209264	2,604,092	8/6/20
5	Hannah's One and Only Red Hot Sausage	Design plus Words		1/19/1993	74255760	1,747,267	1/19/20
6	Bull's Munchables	Design plus Words		1/21/2003	76209263	2,676,509	1/21/20
7	Bull & Hannah's One and Only	Design plus Words		3/30/1993	74306254	1,761,557	3/30/20
8	Hannah's One and Only Red Hot 5 Alarm Sausage	Design plus Words		11/9/1993	74255720	1,803,845	11/9/20
9	Bull's	Word	BULL'S	12/2/2003	76403017	2,789,575	12/2/20

10	TNT One and Only	Design plus Words		11/23/2004	75110494	2,904,023	11/23/20
11	O'Brien's	Word	O'BRIEN'S	2/10/2004	76273204	2,812,115	2/10/20
12	Leprechaun Logo	Design Only		3/26/2002	76273203	2,552,566	3/26/20
13	Taste the Magic	Word	TASTE THE MAGIC	4/2/2002	76272504	2,555,824	4/2/20
14	Shooter Logo	Design Only		4/2/2002	76273095	2,555,829	4/2/20
15	Snak-Magic	Word	SNAK-MAGIC	SOU due July 29	77345390		
16	Leprechaun Logo (reverse image)	Design Only		11/4/2008	77439244	3,527,345	

UNREGISTERED
Unregistered snack marks

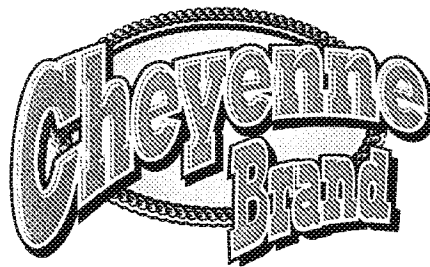
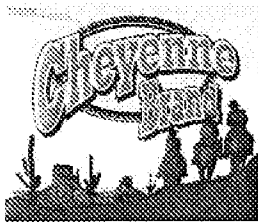
1. image : Kicking bull



2. image: Mexicana Hannah with serape



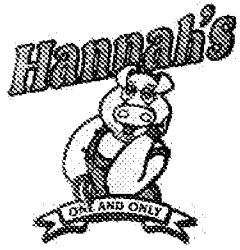
3. Cheyenne (exclusive license to Herr)



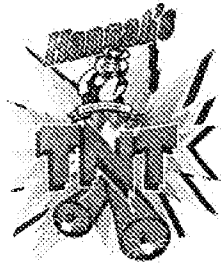
4. Double Barrel

5. Hot Shots

6.



7.



16850.1