

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

*Country Creek Farms, LLC*

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other *Limited Liability Company*

Citizenship (see guidelines) *TN*

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: *Cal. Maine Foods, Inc.*

Internal Address: \_\_\_\_\_

Street Address: *3320 W. Woodrow Wilson Ave*

City: *Jackson*

State: *MS*

Country: *USA* Zip: *39209*

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship *Delaware*
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) *2/19/2009*

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

*3103810*

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

*Wordmark Sunny Meadow*

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: *Robert L. Holladay, SR.*

Internal Address: \_\_\_\_\_

Street Address: *210 E. Capital Street  
Suite 2000*

City: *Jackson*

State: *MS* Zip: *39201*

Phone Number: *601-948-6100*

Fax Number: *601-355-6136*

Email Address: *rob.holladay@youngwilliams.com*

**6. Total number of applications and registrations involved:**

*1*

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ *40.00***

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*[Signature]*

Signature

*9/9/09*

Date

*Robert L. Holladay, SR.*  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: *13*

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into effective as of February 19, 2009 by and between Country Creek Farms, LLC, a Tennessee limited liability company ("Assignor") with a business address of 5509 Walsh Lane, Rogers, Arkansas 72758, and Cal-Maine Foods, Inc., a Delaware corporation ("Assignee") with a business address of 3320 W. Woodrow Wilson Avenue, Jackson, Mississippi 39209.

WHEREAS, Assignor is the owner of U.S. Registration No. 3,103,810 for the mark "Sunny Meadow," for eggs (the "Trademark"), as set forth on Exhibit A attached hereto and is the owner of all right, title and interest in and to the Trademark, both under common law and the foregoing registration, together with the goodwill of the business connected with and symbolized by the Trademark;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the worldwide right, title and interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to sue for past, present and future infringements or misappropriations of the Trademark, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale. Assignor further covenants and agrees to refrain from using any trade name or mark in any way confusingly similar or related to, in Assignee's reasonable opinion, the Trademark.

2. The Assignee shall pay the Assignor \$5,000.00 for the Trademark transferred hereunder.

3. The Assignor agrees to change the registered owner of the Trademark to the Assignee and Assignor shall bear the fees incurred thereby. Notwithstanding the foregoing, Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the above-described registration to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor covenants to execute any and all documents, papers, forms and/or authorizations and take all other actions that

may be reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademark.

4. The Assignor hereby represents and warrants as follows:

(a) The Assignor is a limited liability company duly registered and validly existing under the laws of the State of Tennessee.

(b) Assignor is the owner of the worldwide right, title, and interest in and to the Trademark, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims. No rights or equity of any third party is prejudiced due to the use of the Trademark.

(c) The Trademark has not been and is not currently involved in any opposition, invalidation, or cancellation and, to Assignor's knowledge and belief, no such action is threatened. There is no litigation or any other disputes arising from or relating to the Trademark and there is no potentially interfering trademark or trademark application of any third party.

(d) The Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

(e) Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

5. The Assignee hereby represents and warrants as follows:

(a) The Assignee is a corporation duly registered and validly existing under the laws of the State of Delaware.

(b) The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

(c) Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

6. This Agreement shall be governed by, and construed in accordance with (i) the laws of the United States and the State of Arkansas to the extent not inconsistent with 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, by the laws of the State of Arkansas without giving effect to the conflict of laws rules thereof.

7. All notices and communications required or permitted to be given or made under this Agreement shall be in writing and shall be given by: (i) facsimile to the other party's facsimile number; or (ii) personal delivery, by confirmed air courier, by certified mail, return receipt requested, or by first class mail, postage prepaid. Notices shall be addressed to the parties at the addresses or facsimile numbers that appear below, or to such other address as either such party shall theretofore have designated for such purpose from time to time. All noticed provided pursuant to this Section shall be deemed effective upon actual receipt.

If to Assignor, to:

Country Creek Farms, LLC  
5509 Walsh Lane  
Rogers, Arkansas 72758  
Attn: Ron Whaley  
Facsimile No.: \_\_\_\_\_

With a copy to:

J. Charles Dougherty, Esq.  
Wright, Lindsey & Jennings LLP  
200 West Capitol Avenue, Suite 2300  
Little Rock, AR 72201-3699  
Telephone No.: (501) 371-0808  
Facsimile No.: (501) 376-9442

If to Assignee, to:

Cal-Maine Foods, Inc.  
3320 W. Woodrow Wilson Ave.  
Jackson, Mississippi 39209  
Attn: Dolph Baker  
Facsimile No. (601) 969-0905

With a copy to:

Robert L. Holladay, Jr., Esq.  
YoungWilliams PA  
210 East Capitol Street, Suite 2000  
Jackson, Mississippi 39201  
Telephone No.: (601) 981-6100  
Facsimile No.: (601) 355-6136

8. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

9. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

10. The recitals and exhibits referred to in this Agreement are an integral part of this Agreement, are incorporated herein, and have the same legal effect as this Agreement.

11. In the event a party hereto institutes a proceeding for a claim arising out of, or to enforce, this Agreement, the non-prevailing party in such proceeding shall be obligated to pay the reasonable attorneys' fees incurred by the prevailing party in connection with such proceeding.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

COUNTRY CREEK FARMS, LLC

CAL-MAINE FOODS, INC.

By: *[Signature]*  
Name: *Ron Whaley*  
Title: *CEO*

By: *[Signature]*  
Name: *Timothy A. Dawson*  
Title: *Vice President / CFO*

**Trademark Assignment Agreement**

**EXHIBIT A**

**Trademark Registration Certificates – See Attached**