

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Draper Valley Farms, Inc.		07/27/2007	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Draper Valley Holdings LLC		
<b>Street Address:</b>	1000 Jason Lane		
<b>City:</b>	Mt. Vernon		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98273		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1942084	DRAPER VALLEY FARMS	
<b>Registration Number:</b>	2316826	RANGER	
<b>Registration Number:</b>	2319565	RANGER THE FREE RANGE CHICKEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(719)633-1518		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	719-473-3800		
<b>Email:</b>	jill.chalmers@hro.com		
<b>Correspondent Name:</b>	Jill J. Chalmers		
<b>Address Line 1:</b>	90 South Cascade Avenue, Suite 1300		
<b>Address Line 2:</b>	Holme Roberts & Owen LLP		
<b>Address Line 4:</b>	Colorado Springs, COLORADO 80903		
<b>ATTORNEY DOCKET NUMBER:</b>	50043-00070		
<b>NAME OF SUBMITTER:</b>	Jill J. Chalmers		

OP \$90.00 1942084

**900144209**

**TRADEMARK  
 REEL: 004070 FRAME: 0356**

Signature:	/jill j. chalmers/
Date:	09/28/2009
<p>Total Attachments: 11</p> <p>source=Assignment Draper Valley Farms#page1.tif source=Assignment Draper Valley Farms#page2.tif source=Assignment Draper Valley Farms#page3.tif source=Assignment Draper Valley Farms#page4.tif source=Assignment Draper Valley Farms#page5.tif source=Assignment Draper Valley Farms#page6.tif source=Assignment Draper Valley Farms#page7.tif source=Assignment Draper Valley Farms#page8.tif source=Assignment Draper Valley Farms#page9.tif source=Assignment Draper Valley Farms#page10.tif source=Assignment Draper Valley Farms#page11.tif</p>	

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into this 27th day of July, 2007, by and between Draper Valley Farms, Inc., a Washington corporation ("Draper Valley"), Art's Fryer Farm, Inc., a Washington corporation ("Art's"), and Neptune Investments, LLC, a Washington limited liability company ("Neptune"), and together with Draper Valley and Art's, each a "Seller", and collectively, "Sellers", and Draper Valley Holdings LLC, a Delaware limited liability company ("Purchaser").

### RECITALS

- A. The Sellers are engaged in the chicken growing, marketing, distribution and processing business (as further defined in Section 2.2, the "Business");
- B. Each Seller desires to sell substantially all of the assets used or required or intended to be used in the Business to Purchaser, and Purchaser desires to purchase substantially all of the assets of each Seller (other than the Retained Assets), on the terms and conditions set forth in this Agreement; and
- C. Each term defined in this Agreement shall have the meaning ascribed to it in Article II.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Purchaser and each Seller hereby agree as follows:

#### ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale of the Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing, each Seller shall sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall purchase from each Seller, the Purchased Assets owned by such Seller, in each case free and clear of all Liens.

1.2 Payment of the Purchase Price. Subject to the terms and conditions of this Agreement, Purchaser shall, at the Closing, pay (or in the case of the Assumption Agreement referred to below, execute and deliver) an aggregate purchase price for the Purchased Assets (the "Purchase Price") consisting of:

- (a) cash in the sum of \$ [REDACTED] (the "Gross Cash Purchase Price") (subject to adjustment pursuant to Section 1.4), of which Purchaser shall remit (i) \$ [REDACTED] (subject to adjustment pursuant to Section 1.4) (the "Cash Purchase Price") by wire transfer in immediately designated funds to a bank account designated in writing by Sellers' Representative (including bank accounts of creditors of the Sellers) and (ii) \$ [REDACTED] to an escrow agent (the "Escrow");

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the Business and which do not materially detract from the value, or materially impair the use, of the Real Property in connection with the conduct of the Business.

Person. Any natural person, corporation, limited liability company, partnership, firm, joint venture, joint-stock company, trust, association, unincorporated entity or organization of any kind, Authority or other entity of any kind.

Phase II Remediation Obligations. The environmental compliance and/or remediation obligations arising from or related to the Bank Mandated Phase II Studies.

Purchase Price. As defined in Section 1.2.

Purchase Price Certificate. As defined in Section 1.4(b).

Purchased Assets. The Business and all assets, rights and properties owned by any Seller on the Closing Date related to the Business, whether or not carried and reflected on the books of such Seller (excluding the Retained Assets), including, without limitation, the following:

- (a) marketable securities;
- (b) all Accounts Receivable;
- (c) all deposits and advances, prepaid expenses and other prepaid items of any Seller related to the Business and all rights of any Seller to receive discounts, refunds, rebates awards and the like related to the Business;
- (d) the Inventories;
- (e) the Equipment and Improvements (other than facilities and structures, buildings, installations, and fixtures owned by any Seller constituting a part of the Owned Real Property);
- (f) the Real Property Leases;
- (g) the Contracts entered into by any Seller after the date hereof in compliance with the terms and provisions of this Agreement and which relate to the Business;
- (h) the Intellectual Property including, without limitation, the trade names "Draper Valley", "Art's Fryer" and any similar names used by any Seller, trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications; Internet domain names, copyrights, copyright registrations, copyright applications; patent rights (including, without limitation, issued patents, applications, divisions, continuations and continuations-in-part, reissues, patents of addition, utility models and inventors' certificates); licenses with respect to any of the foregoing; trade secrets, proprietary manufacturing information and know-how; inventions, inventors' notes, drawings and designs; customer and vendor lists and the goodwill associated with any of the foregoing;

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(f) all Contracts pursuant to which any Seller grants to, or receives from, any Person any intellectual property rights;

(g) all Contracts (including employment agreements) with any shareholder, employee, officer, director, consultant or affiliate thereof, including the Collective Bargaining Agreements;

(h) all Contracts for the sale, lease exchange or transfer of the Owned Real Property and leases of real property in respect of which any Seller is the lessor or sublessor;

(i) all Real Property Leases; and

(j) all other Contracts with respect to the Business that (i) involve the payment or potential payment, pursuant to the terms of any such Contract, by or to any Seller of more than \$ [REDACTED] annually and (ii) cannot be terminated within ninety (90) days after giving notice of termination without resulting in any cost or penalty to any Seller, excluding open purchase orders for less than \$ [REDACTED] (the Contracts referenced in clauses (a) – (i) above, the "Material Contracts").

No Seller is a party to, nor are the Purchased Assets bound by, any Contract not entered into in the Ordinary Course of Business. All Assigned Contracts are valid and binding upon the applicable Seller and, to Sellers' Knowledge, the other parties thereto except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally and except to the extent the stated term of any such agreements shall have expired following the date hereof. No Seller is in default, nor, to Sellers' Knowledge, is there any event that with notice or lapse of time, or both, would constitute a default thereby, under any of the Assigned Contracts. There is no default or event that with notice or lapse of time, or both, would constitute a default by any other party to any of the Assigned Contracts. No Seller has received notice that any party to any of the Assigned Contracts intends to cancel or terminate any of such agreements or to exercise or not exercise any options under any of such agreements. Schedule 3.14 sets forth which Assigned Contracts are not assignable by their terms.

3.15 Equity Interests. Other than as set forth on Schedule 3.15, no Seller owns, directly or indirectly, any capital stock of, or other equity interests in, any corporation, partnership, joint venture or other entity.

3.16 Intellectual Property. All intellectual property, including (i) patents and applications therefore, including all continuations, divisionals, continuations-in-part, provisionals, reissues, reexaminations, substitutions, and extensions thereof, (ii) trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers, together with the goodwill symbolized by any of the foregoing, and all applications, registrations, renewals and extensions thereof, (iii) all Internet domain names, (iv) copyrights, and all registrations, applications, renewals, extensions and reversions thereof, (v) trade secret rights in information, including trade secret rights in any formula, pattern, compilation, program, device, method, technique, or process, that (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (B) is the

subject of efforts that are reasonable under the circumstances to maintain its secrecy and (vi) all other intellectual property or proprietary rights in discoveries, concepts, ideas, research and development, know-how, formulae, patterns, inventions, compilations, compositions, manufacturing and production processes and techniques, program, device, method, technique, technical data, procedures, designs, recordings, graphs, drawings, reports, analyses, specifications, databases, and other proprietary or confidential information, including customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals ("Intellectual Property"). Schedule 3.16(a) sets forth an accurate and complete list as of the date of this Agreement of all issued patents and pending patent applications, trademarks and servicemarks, registered trademarks and pending trademark applications, service mark registrations and service mark applications, registered copyrights, and pending applications for registration of copyrights owned by any Seller including (i) the jurisdictions in which each such item of Intellectual Property has been issued or registered or in which any such application for issuance or registration has been filed, (ii) the registration or application date, as applicable, for each such item of Intellectual Property and (iii) the registration or application number, as applicable, for each such item of Intellectual Property.

(a) Except as set forth in Schedule 3.16(b), Sellers and/or Sellers are (i) the sole and exclusive owner of all right, title and interest in and to all of the Intellectual Property listed or required to be listed in Schedule 3.16(a) free and clear of all Liens and (ii) are licensed or otherwise have valid rights to use all Intellectual Property used in or necessary for the conduct of the Business as currently conducted.

(b) Except as set forth in Schedule 3.16(c), the development, manufacturing, licensing, marketing, importation, offer for sale, sale or use of any products and services by the Sellers as currently conducted, and the present business practices, methods and operations of the Sellers, do not infringe, constitute an unauthorized use or misappropriation of, or violate any Intellectual Property or privacy or publicity right of any Person.

(c) Except as set forth in Schedule 3.16(d), to Sellers' Knowledge, no Person is infringing, violating, or misappropriating any Seller-owned Intellectual Property, and no written claims or unwritten claims alleging such infringement, violation or misappropriation have been made since January 1, 2005 against any Person by the Sellers.

(d) No trade secrets or any other confidential information of Sellers has been authorized by Sellers to be disclosed or has been actually disclosed by the Sellers to any third person other than pursuant to a written agreement restricting the disclosure and use of such trade secrets or any other confidential information by such third person. Sellers have taken commercially reasonable measures to protect the confidentiality of all trade secrets and any other confidential information of each Seller (and any confidential information owned by a third person to whom a Seller has a confidentiality obligation).

(e) Except as set forth in Schedule 3.16(f), none of the Sellers is the subject of any pending legal proceeding that (i) alleges a claim of infringement, misappropriation, dilution or violation of any Intellectual Property rights of a third person or alleges a violation of any right of privacy or publicity of any person by a Seller, and no such claim has been asserted or, to



Pages 24-60 Intentionally Omitted

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement the date first written above.

SELLERS:

DRAPER VALLEY FARMS, INC.

By: James H. Koplowitz  
Title: President

ART'S FRYER FARM, INC.

By: Richard Koplowitz  
Title: SECRETARY/TREASURER

NEPTUNE INVESTMENTS, LLC

By: James H. Koplowitz  
Title: MANAGER

PURCHASER:

DRAPER VALLEY HOLDINGS LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Richard Koplowitz

Richard Koplowitz, solely with respect to Section 9.8 of this Agreement

James Koplowitz

James Koplowitz, solely with respect to Section 9.8 of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement the date first written above.

**SELLERS:**

DRAPER VALLEY FARMS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ART'S FRYER FARM, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

NEPTUNE INVESTMENTS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

DRAPER VALLEY HOLDINGS LLC

By: *Mark G. Miller*

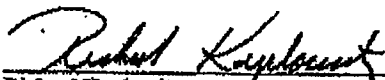
Title: *Vice President*

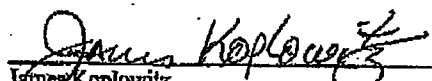
\_\_\_\_\_  
Richard Koplowitz, solely with respect to Section 9.8 of  
this Agreement

\_\_\_\_\_  
James Koplowitz, solely with respect to Section 9.8 of this  
Agreement


*For the sole purpose of acknowledging status as Sellers' Representative under this Agreement:*

**SELLERS' REPRESENTATIVE:**

  
Richard Koplowitz

  
James Koplowitz

Section 3.16(a) Intellectual Property

Mark	Country	Reg./Appl. No.	Reg./Appl. date
DRAPER VALLEY FARMS	United States	1,942,084	12/19/1995
RANGER	United States	2,316,826	2/8/2000
RANGER THE FREE RANGE CHICKEN & Design 	United States	2,319,565	2/15/2000
CASCADE POULTRY CO.	State of Washington	15424	11/19/1984
GOURMET ON * THE * GO	State of Washington	22307	7/8/1993
NORTHWEST FARMS WITH 2 CHICKENS AND MOUNTAINS	State of Washington	21321	4/24/1992
SUPPORT YOUR LOCAL CHICKEN	State of Washington	15503	1/7/1985
ART'S FRYER	N/A	N/A	N/A
DRAPER VALLEY	N/A	N/A	N/A
RANGER CHICKEN	N/A	N/A	N/A
JIM'S HAULING	N/A	N/A	N/A