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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Cover Sheet which erroneously included U.S. Reg. No. 1522788 previously recorded on Reel 003613 Frame 0546. Assignor(s) hereby confirms the Security Interest against other property listed at Reel/Frame No. 003613/0546 and listed herein.		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Huisken Meat Company	FORMERLY New Huisken Meat Company	08/27/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	7th and Washington Avenues
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	74541102	HUISKEN
Serial Number:	73046475	BIG SLIM
Serial Number:	75662192	DIXIE PRIDE
Serial Number:	76017457	TASTE CLUB
Serial Number:	76226379	BESURE
Serial Number:	75340244	BLAZIN' HOT

CORRESPONDENCE DATA

Fax Number: (314)552-7363

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

Phone: 314.552.6363

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Tiffany L. Schwartz

TRADEMARK
REEL: 004073 FRAME: 0781

900144655

Address Line 2:	One US Bank F Thompson Cob St. Louis, MIS	
ATTORNEY DOCKET NUMB	BER:	299-69400
NAME OF SUBMITTER:		Tiffany L. Schwartz
Signature:		/Tiffany L. Schwartz/
Date:		10/05/2009

Total Attachments: 102

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TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA



UNITED STATES PATENT AND TRADEMARK OFFICE

Facsimile Transmission

To: TIFFANY L. SCHWARTZ Name:

> Company: ONE US BANK PLAZA

Fax Number: 13145527363

Voice Phone:

From: ASSIGNMENT SERVICES BRANCH Name:

> Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

Pg#	Description
1	Cover Page
2	445.TXT
4	Document 1, Batch 1774657
6	Document 2, Batch 1774657

Date and time of transmission: Wednesday, September 09, 2009 7:40:00 PM

Number of pages including this cover sheet: 52

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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



900142339A

SEPTEMBER 09, 2009

PTAS

TIFFANY L. SCHWARTZ ONE US BANK PLAZA ST. LOUIS, MO 63101

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900142339

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.

- 1. THE ORIGINALLY FILED COVER SHEET IS NEEDED AND IF YOU ARE REMOVING A NUMBER FROM THE SCHEDULE YOU MUST RECORDED THE ENTIRE SCHEDULE OVER.
- 2. THE DOCUMENT SUBMITTED TO CORRECT ERRORS IN THE PREVIOUSLY RECORDED DOCUMENT IS NOT ACCEPTABLE. TO CORRECT AN ERROR IN THE RECORDED DOCUMENT, A CORRECTIVE COVER SHEET ALONG WITH THE ORIGINAL COVER SHEET, MUST BE ACCOMPANIED BY THE CORRECT ASSIGNMENT DOCUMENT OR A COPY OF THE CORRECT ASSIGNMENT DOCUMENT. THE RECORDING FEE FOR THE CORRECTIONS AS SET FORTH IN 37 CFR 3.34.

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspro.gov

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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

LAZENA MARTIN, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

TRADEMARK ASSIGNMENT

Electronic Version v1.1 09/01/2009 Stylesheet Version v1.1 900142339

SUBMISSION TYPE:

NEW ASSIGNMENT

Correction to Cover Sheet recorded at Reel/Frame No. 3613/0546 to remove Reg. No. 1522788, which should not have been included on the Cover Sheet or recordal.

CONVEYING PARTY DATA

Name	Formerly Execution Date		Entity Type
Huisken Meat Company	FORMERLY New Huisken Meat Company	08/27/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	7th and Washington Avenues
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1522788	TRAIL'S BEST

CORRESPONDENCE DATA

Fax Number: (314)552-7363

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

Phone: 314.552.6363

Email: tschwartz@thompsoncoburn.com

Correspondent Name: Tiffany L. Schwartz
Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299/69400
NAME OF SUBMITTER:	Tiffany L. Schwartz
Signature:	/Tiffany L. Schwartz/

TRADEMARK
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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

09/01/2009 Date: **Total Attachments: 47** source=Security_Agreement_-_New_Huisken_Meat#page1.tif source=Security_Agreement_-_New_Huisken_Meat#page2.tif source=Security_Agreement_-_New_Huisken_Meat#page3.tif source=Security_Agreement_-_New_Huisken_Meat#page4.tif source=Security_Agreement_-_New_Huisken_Meat#page5.tif source=Security_Agreement_-_New_Huisken_Meat#page6.tif source=Security_Agreement_-_New_Huisken_Meat#page7.tif source=Security_Agreement_-_New_Huisken_Meat#page8.tif source=Security_Agreement_-_New_Huisken_Meat#page9.tif source=Security_Agreement_-_New_Huisken_Meat#page10.tif source=Security_Agreement_-_New_Huisken_Meat#page11.tif source=Security_Agreement_-_New_Huisken_Meat#page12.tif source=Security_Agreement_-_New_Huisken_Meat#page13.tif source=Security_Agreement_-_New_Huisken_Meat#page14.tif source=Security_Agreement_-_New_Huisken_Meat#page15.tif source=Security_Agreement_-_New_Huisken_Meat#page16.tif source=Security_Agreement_-_New_Huisken_Meat#page17.tif source=Security_Agreement_-_New_Huisken_Meat#page18.tif source=Security_Agreement_-_New_Huisken_Meat#page19.tif source=Security_Agreement_-_New_Huisken_Meat#page20.tif source=Security_Agreement_-_New_Huisken_Meat#page21.tif source=Security Agreement - New Huisken Meat#page22.tif source=Security_Agreement_-_New_Huisken_Meat#page23.tif source=Security_Agreement_-_New_Huisken_Meat#page24.tif source=Security_Agreement_-_New_Huisken_Meat#page25.tif source=Security_Agreement_-_New_Huisken_Meat#page26.tif source=Security_Agreement_-_New_Huisken_Meat#page27.tif source=Security_Agreement_-_New_Huisken_Meat#page28.tif source=Security_Agreement_-_New_Huisken_Meat#page29.tif source=Security_Agreement_-_New_Huisken_Meat#page30.tif source=Security_Agreement_-_New_Huisken_Meat#page31.tif source=Security_Agreement_-_New_Huisken_Meat#page32.tif source=Security_Agreement_-_New_Huisken_Meat#page33.tif source=Security_Agreement_-_New_Huisken_Meat#page34.tif source=Security_Agreement_-_New_Huisken_Meat#page35.tif source=Security_Agreement_-_New_Huisken_Meat#page36.tif source=Security_Agreement_-_New_Huisken_Meat#page37.tif source=Security_Agreement_-_New_Huisken_Meat#page38.tif source=Security_Agreement_-_New_Huisken_Meat#page39.tif source=Security_Agreement_-_New_Huisken_Meat#page40.tif source=Security_Agreement_-_New_Huisken_Meat#page41.tif source=Security_Agreement_-_New_Huisken_Meat#page42.tif source=Security_Agreement_-_New_Huisken_Meat#page43.tif source=Security_Agreement_-_New_Huisken_Meat#page44.tif source=Security_Agreement_-_New_Huisken_Meat#page45.tif source=Security_Agreement_-_New_Huisken_Meat#page46.tif source=Security_Agreement_-_New_Huisken_Meat#page47.tif

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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 27, 2007, by NEW HUISKEN MEAT COMPANY (to be renamed HUISKEN MEAT COMPANY), an Illinois corporation ("Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, "Agent") for Lenders from time to time party to the Loan Agreement dated as of the date hereof by and among Debtor, Agent, and Lenders, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement), and has reference to the following facts and circumstances:

- A. As a condition precedent to Agent and Lenders entering into the Loan Agreement, and in order to secure, among other things, the present and future indebtedness, liabilities and obligations under the Guaranty dated of even date herewith executed by Debtor and the other Guarantors in favor of Agent (as so amended, restated, or replaced from time to time, the "Guaranty"), Agent and Lenders have required that Debtor execute and deliver this Agreement to Agent for the ratable benefit of Lenders.
- B. In order to induce Agent and Lenders to enter into the Loan Agreement, Debtor has agreed to execute and deliver the Guaranty and this Agreement to Agent for the ratable benefit of Lenders to secure, among other things, the present and future indebtedness, liabilities and obligations of Debtor to Agent and Lenders under the Guaranty.
- C. This Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Debtor in favor of Agent pursuant to which Debtor has granted to Agent a security interest in and lien on, among other things, all Accounts, Inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof.
- NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Agent as follows:
- 1. Grant of Security Interest. For value received, Debtor hereby grants to Agent for the ratable benefit of Lenders a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):
 - (a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");
 - (b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without

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limitation, common law rights and each mark and application listed on <u>Schedule B</u>, attached hereto and incorporated herein by reference, but excluding any intent-to-use trademark applications; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "<u>Trademarks</u>");

- (c) the license(s) listed on <u>Schedule C</u> attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the forgoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "<u>Licenses</u>");
- (d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and
- (e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all present and future Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor to Agent and/or any Lender evidenced by or arising under or in respect of this Agreement and/or any other Transaction Document (including the Guaranties) and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by Agent and/or any Lender upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing Agent and/or any Lender in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

- 2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Agent, and covenants and agrees with Agent and each Lender, that:
 - (a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;
 - (b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;
 - (c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

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- (d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons except for licenses granted in the ordinary course of business;
- (e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;
- (f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of all material registered Patents and Trademarks;
- (g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement except in the ordinary course of business or with the prior consent of Secured Party.; and
- (h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.
- 3. <u>Inspection Rights; Product Quality.</u> Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Agent and any Lender during normal business hours and at other reasonable times. Debtor will reimburse Agent and Lenders upon demand for all costs and expenses incurred by Agent in connection with any such inspection conducted by Agent while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Agent or any Lender, upon Agent's or any Agent's reasonable request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.
- 4. <u>Further Assurances.</u> Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been paid in full, (b) Agent and/or any Lender has no further commitment or obligation to make any Loans or advances or other extensions of credit to Debtor under the Loan Agreement or otherwise and (c) the Loan Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of Agent and Lenders, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent and Lenders under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Agent and Lenders any and all further instruments and documents and take any and all further action that Agent may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Agent and Lenders to exercise its rights and remedies under this Agreement with respect to the same.
- 5. <u>Additional Patents, Trademarks and Licenses</u>. If Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Agent, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes

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entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Agent prompt written notice thereof.

- 6. <u>Modification by Agent.</u> Debtor authorizes Secured Party to modify this Agreement by amending <u>Schedules A. B.</u>, and/or <u>C</u> to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Sections 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.
- 7. <u>Use of Patents, Trademarks and Licenses.</u> So long as no Event of Default under the Loan Agreement has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold or licensed by Debtor, for Debtor's own benefit and account or Debtor's licensees' benefit and account and for none other.
- Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing. Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Agent may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Agent of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Agent to Debtor. If an Event of Default shall occur and be continuing. Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and Lenders) to enforce any and all of the Patents, Trademarks and Licenses, and, if Agent shall commence any such suit, Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.
- 9. <u>Termination of Agreement</u>. At such time as (a) Debtor shall pay all of the Secured Obligations in full, (b) no Letters of Credit shall remain outstanding, (c) Agent and/or any Lender shall have no further commitment or obligation to make any Loans or advances or other extensions of credit to Debtor under the Loan Agreement or otherwise and (d) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Agent shall execute

4570665

-4-

and deliver to Debtor all instruments as may be necessary or proper to extinguish Agent's security interest therein, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement.

- 10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at an annual rate per equal to the lesser of Two Percent (2%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.
- 11. <u>Preservation of Patents, Trademarks and Licenses</u>. Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.
- Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.
- 13. <u>No Waiver</u>. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 15. <u>Amendments</u>. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Agent, except as provided in Paragraph 6 above.
- 16. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

4570665

- 5 -

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

17. <u>Governing Law.</u> The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written

(SIGNATURES ON FOLLOWING PAGE)

4570665

TO:TIFFANY L. SCHWARTZ

COMPANY: ONE US BANK PLAZA

9/9/2009 7:40:39 PM PAGE 12/052 Fax Server

SIGNATURE PAGE-PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

Debtor:

NEW HUISKEN MEAT COMPANY (to be renamed HUISMEN MEAT COMPANY)

R. Scott Hudspeth, Chief Operating Officer &

Secretary

Address: 1682 Sauget Business Boulevard

Sauget, Illinois 62206

Attention: R. Scott Hudspeth

Telecopy No.: (618) 337-3292

Accepted by and agreed to by Agent as of August 27, 2007:

Agent:

U.S. BANK NATIONAL ASSOCIATION, as Agent

Jùli Van Hook, Senior Vice President

4570665

-7-

USPTO 9/9/2009 7:40:39 PM PAGE 13/052 Fax Server

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

SCHEDULE A

(Patents and Patent Applications)

4570685

USPTO 9/9/2009 7:40:39 PM PAGE 14/052 Fax Server

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

SCHEDULE B

(Trademarks and Trademark Applications)

4570665

Federal Summary

	Federal Trademark References	Status	Doc No.	Page
	THAISKEN BOOK DE SEW THAT SPECIAL TO SEN 74-541102	ESTABLISHED LEWED RANGES		cial Liverson
	HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)			
	FASY FEMNS (mt.) (285-29) SN 76-5410-40	ACEDIO ONED TRILLINGATO RESPON	F2: Addition	
	HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)			
	TAILGATER STADIUM PACK LIMIT, CRS. 291 SN 76-541079 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)	ABANDONED () 10 - FAIEURE FORESPON		
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G ı	THE BIG (SCYILE) TOIL SILE 2015 SN 75-041550 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDOMED AFT TAB PROCESSING		16
G i	BIGSEIN (mt. Class: 79) SN 73-046475 CONAGRA FOODS, INC. (DELAWARE CORP.)	REVENEDRAIS	j-6	
	KIPPERED BEEF BANDETS (Unit Class 29) SN 73-573343 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED	Market State of the Control of the C	18
	RG'S (Stylized) (Inil Class 79) SN 73-784497 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	CANCELLED SEC.	F48	
	HAPPY TRAILS and Design (Int / Class 29). SN 74-119718 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	A CANCELLED 3 SECRE	. · · · · · · · · · · · · · · · · · · ·	20 2
	RANCHER (Inc. Class; 29)	ABANDIONEO PAILURE TO RESPON	** E-10 *** *** *** Ce *** *** ***	4
	HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
	HAPPY TRAILS and Design (Incl. Class 29) SN 74-375462 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)		r rete som	. 1
	COORTEMAN'S PACK (Similarly felt Class 29)	ABANDONED-	•	23
	SN 74-545609	FAILURE TO RESPON	VD	· · · · · · · · · · · · · · · · · · ·

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Page 8 of 60

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Federal Summary (cont'd)

Federal Trademark References	Status	Doc No.	Page
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SN 75-021980	in Astronomy		
HUISKEN MEAT CENTER, INC. (MININESOTA CORP.)			
BIGHLUMMER (Styllasd) (Int.) Cass (2))	AND CHEST		. 25 AL
SN 75-021981 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
CIT FEI LER (Spilized) (in Class 29)			76-11-11-11-11-11-11-11-11-11-11-11-11-11
SN 75-021982 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
HATE PINTY(SA/Jest) (Latificate 2017 Pinty)	en en leigh Tearenic		
SN 75-021983 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
TRAY SBEST (w.) (23:120) SN 73-716127	NECKTE SELECTION	EK SSE	
MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED LIABILITY COMPANY)			
RG'S RG'S and Design [Int] Class: 29]	· : TANCEUED-SEC	8 F.8	.
SARA LEE CORPORATION (MARYLAND CORP.)			
HUISKEN (Spilized) (Int'l Clase 29)	CANCELED SEC PRINCIPAL REGISTI		2
SN 74-541 105 SAPA 1 SE CORPORATION (MARY) AND CORP.			
SARA LEE CORPORATION (MARYLAND CORP.) TASTE CLUB BY HUISKEN MEATS and Design ! for	######################################	14-24- EM 194-19-N	24
.Class 25) SN 76-017324	STATEMENT OF LE		
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HUISKEN and Design (Intl. Class 29) SN 73-243286	CANCELLED #SEC 8 15	The second secon	36
SARA LEE FOODS, INC. (DELAWARE CORP.)			
DIXIE PRIDE (ne. Class 29) SN 75-662192	ASSISTANCE	£12	± 97 °-32 ₀
SARA LEE FOODS, INC. (DELAWARE CORP.)	i i kan ji ka n ji kan ji ka 		
TASTE CLUB (Incl. Class: 29) SN 76-017457 SARA LEE FOODS, INC. (DELAWARE CORP.)	**************************************		2003年代第二

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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

Federal Summary (cont'd)

Federal Trademark References	Status	Doc No.	Page
RESERVE (IIIX. (Jack 25) SN 76-226379 SARA LEE FOODS, INC. (DELAWARE CORP.)			
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SN 74-541104		CONTROL DE LA COMPANSION DE LA COMPANSIO	ASSESSED TO SET 250
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SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERS	HIP)		
BLAZIN HOT SHI DASM (mil. 1535279)	A THE MEGISTERS OF THE		748
SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERS	H(P)		

©# Indicates related TTAB proceeding

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Page 10 of 60

Federal Owner Search Results



HUISKEN and Design

F-J

Status:

RENEWED 8 & 15

29

MARKS CARCING TO THE BUREN REAL ECONOMIC COMPANY AND THE PROPERTY OF THE PROPE

Date:

March 19, 2006

Affidavit(s):

8 & 15 May 20, 2002

Goods/Services:

Int'l. Class:

(U.S. Class: 46)

MEAT, NAMELY BEEF, PORK AND POULTRY PRODUCTS

First Use:

June 2, 1992

In Commerce:

June 2, 1992

Most Recent Owner:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

Registration No.:

1,962,738

Registered:

March 19, 1996

Serial No.:

74-541102

Renewed: Filed:

March 19, 2006 June 21, 1994

Published:

December 26, 1995

Add 'l. U.S. Reg.

No.(s).:

1,219,309

Description:

THE LINING IS A FEATURE OF THE MARK AND DOES

NOT INDICATE COLOR.

Owner information

4th New Owner HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

After Registration:

(MINNESOTA CORP.)

245 INDUSTRIAL BLVD.

ROCHESTER, MN 56379

3rd New Owner SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

Registration:

CINCINNATI, OH 45242

2nd New Owner SARAMAR, L.L.C. (DELAWARE LIMITED LIABILITY

After

COMPANY

Registration:

125 SOUTH WACKER DRIVE

CHICAGO, IL 60606

Registrant

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Applicant:

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

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Page 11 of 60

KANCESSONES SOUSESANGA SONIAGO E LE RESEA DE LA CONTROL DE

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

Owner At HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication: 521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: LAWRENCE M NAWROCKI

NAWROCKI ROONEY & SIVERTSON PA

SUITE 401 BROADWAY PLACE E 3433 BROADWAY ST NE MINNEAPOLIS MN 55413

Assignment History

Assignee: SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD CINCINATTI, OH 45242

Assignor: SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 8, 2006 Assigned: September 13, 2004

Reel/frame: 3387/0417

Action: CORRECTIVE ASSIGNMENT TO CORRECT THE

REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

Assignee: SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)
10151 CARVER ROAD
LAW DEPARTMENT

CINCINNATI, OH 45242

Assignor: SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 14, 2004 Assigned: September 13, 2004

Reel/frame: 2935/0965

Action: NUNC PRO TUNC

Assignee: HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

ROCHESTER, MN 56379

Assignor: SARA LEE CORPORATION (CORP.)

Recorded: March 24, 2003 Assigned: October 4, 2002

Reel/frame: 2699/0869

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, LLC.)

Recorded: July 5, 2002 Assigned:

Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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Page 12 of 60

june 25, 2002

TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

> SARAMAR LLC (DELAWARE LL.C.) Assignee:

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor: FHS, INC. (MINNESOTA CORP.)

(Mathebrathletic at a 1100000 Peat Company) and the last of the la

Assignor: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor:

HUISKEN MEATS, INC. (MINNESOTA CORP.) Recorded: November 13, 2001 Assigned: October 12, 2001

Reel/frame: 2399/0298

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: HUISKEN MEATS, INC. (MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

Assignor: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Recorded: May 18, 2001 Assigned: Reel/frame: 2303/0518

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

EASY FIXIN'S

EASY FIXIN'S

F-2

ABANDONED - FAILURE TO Date: Status:

May 27, 2007

April 25, 2001

Fax Server

RESPOND

Goods/Services:

Int'i. Class: 29 (U.S. Class: 46)

MEALS CONSISTING PRIMARILY OF MEAT COMMERCIALLY SOLD IN A

PACKAGED FROZEN STATE

Most Recent Owner: HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

Serial No.:

76-541040

Filed:

August 29, 2003

Abandonment Date:

April 4, 2007

Additional Info:

FILED AS INTENT TO USE

Owner Information

Applicant:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD SAUK RAPIDS, MN 56379

Correspondent: LAWRENCE M, NAWROCKI

NAWROCKI, ROONEY & SIVERTSON, P.A. SUITE 401, BROADWAY PLACE EAST 3433 BROADWAY STREET N.E.

MINNEAPOLIS, MINNESOTA 55413

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TAILGATER STADIUM PACK

TAILGATER STADIUM PACK

F-3

Status:

ABANDONED - FAILURE TO Date:

May 31, 2005

RESPOND

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEAL KITS CONSISTING OF MEAT, NAMELY, BEEF PATTIES, BRATWURST

AND HOT DOGS

Most Recent Owner:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

Serial No.:

Disclaimer:

76-541079

Filed:

August 29, 2003

Abandonment Date:

May 2, 2005

"TAILGATER"

Additional Info:

FILED AS INTENT TO USE

Owner Information

Applicant:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD SAUK RAPIDS, MN 56379

Correspondent: LAWRENCE M. NAWROCKI

NAWROCKI ROONEY & SIVERTSON P.A. SUITE 401, BROADWAY PLACE EAST 3433 BROADWAY STREET N.E. MINNEAPOLIS, MINNESOTA 55413

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USPTO

14 ٠1

TO:TIFFANY L. SCHWARTZ

9/9/2009 7:40:39 PM

PAGE COMPANY: ONE US BANK PLAZA

BIG and Design

Status:

ABANDONED - AFTER TTAB Date:

March 8, 2000

Fax Server

PROCEEDING

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

22/052

MEAT, NAMELY, KIPPERED BEEF

First Use: April 30, 1991 In Commerce:

April 30, 1991

Most Recent Owner: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Serial No.:

75-041084

Filed:

Filed:

January 11, 1996

Published:

November 10, 1998

TTAB History

Opposition:

91113699

April 9, 1999

Plaintiff: SN/RN:

GFI HOLDINGS, INC. SN 73046475 - RN 1023351

Mark(s): **BIG SLIM**

Mark Text:

BIG SLIM

Defendant:

HUISKEN MEAT CENTER, INC.

SN/RN:

SN 75041084; 75041550

Mark(s): Mark Text: **BIG. THE BIG BIG AND DESIGN**

Status:

TERMINATED, March 8, 2000

Decision:

SUSTAINED, March 8, 2000

Owner Information

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

BOX 38 CHANDLER, MN 56122

Applicant

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent: JOHN W. ALBRECHT

MERCHANT GOULD P.C.

3100 NORWEST CENTER

90 S SEVENTH STREET, SUITE 3100 MINNEAPOLIS, MN 55402-4102

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TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

Assignment History

Assignee:

CONAGRA FOODS, INC. (DELAWARE CORP.)

ONE CONAGRA DRIVE

OMAHA. NE 68102

Assignor:

GFI HOLDINGS, INC. (CALIFORNIA CORP.)

Recorded: July 6, 2007

3575/0784

Assigned:

May 21, 2007

July 28, 1992

Fax Server

Reel/frame: Action:

MERGER EFFECTIVE 05282007

Assignee:

GFI HOLDINGS, INC. (CALIFORNIA CORP.)

1744 JUNCTION AVE. SAN JOSE, CA 95112

Assignor: Recorded: Reel/frame: GENERAL MILLS, INC. (DELAWARE CORP.)

September 30, 1992 Assigned:

0905/0525

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

KIPPERED BEEF **BANDITS**

KIPPERED BEEF BANDITS

F-7

Status:

ABANDONED

Date:

October 29, 1987

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

KIPPERED BEEF AND PORK SNACKS.

First Use:

November 25, 1985 In Commerce: November 25, 1985

Most Recent Owner:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Serial No.:

73-573343

Filed:

December 13, 1985

Disclaimer:

"KIPPERED BEEF"

Owner Information

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent: EVAN J. KRAME

STRUM, MARX AND KRAME

SUITE 505

1156 (5TH ST., N. W.

WAHSINGTON, D. C. 20005

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Page 18 of 60

TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

RG'S (Stylized)

F-8

Status:

CANCELLED - SEC. 8

Date:

May 6, 1996

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEAT, NAMELY, (BEEF, PORK, AND POULTRY PRODUCTS)

First Use: June 6, 1985 In Commerce:

June 6, 1985

Most Recent Owner: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Registration No.: Serial No.:

1,563,57B 73-784497 Registered: Filed:

October 31, 1989 March 6, 1989

Published:

August 8, 1989

Owner Information

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

521 N. 5TH STREET CHANDLER, MN 56122

Owner At Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Applicant

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent

HUISKEN MEAT CENTER, INC.

P.O. BOX 38 521 N. 5TH STREET

CHANDLER, MN 56122

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USPTO 9/9/2009 7:40:39 PM PAGE 25/052

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA



LIL' FELLER (Stylized)

F-15

Status:

43. 水上的水产,以中国中国的城市大学的研究的人类的企业。

ABANDONED - NO

Date:

July 22, 1997

Fax Server

STATEMENT OF USE

Goods/Services:

Int'i. Class:

(U.S. Class: 46)

MEAT SNACKS, NAMELY, STICKS, JERKY; AND CHEESE

Most Recent Owner: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Serial No.:

75-021982

Filed:

November 20, 1995

Published:

October 29, 1996

FILED AS INTENT TO USE

Owner Information

Additional info:

Owner At Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. STH STREET

P.O. BOX 38

CHANDLER, MN 56122-0038

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent: HUISKEN MEAT CENTER, INC.

P.O. BOX 38

CHANDLER, MN 561220038

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Page 26 of 60

TO:TIFFANY L. SCHWARTZ

Half Pint Graphic

9/9/2009 7:40:39 PM PAGE 26/052 Fax Server

HALF PINT (Stylized)

ABANDONED - NO

COMPANY: ONE US BANK PLAZA

STATEMENT OF USE

Goods/Services: Int'l. Class:

(U.S. Class: 46)

Date:

MEAT SNACKS, NAMELY, STICKS, JERKY; AND CHEESE

Most Recent Owner: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Serial No.:

75-021983 Filed: November 20, 1995

July 22, 1997

F-16

Published:

Status:

October 29, 1996

Additional Info:

FILED AS INTENT TO USE

Owner Information

Owner At **Publication:** HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122-0038

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent:

HUISKEN MEAT CENTER, INC.

P.O. BOX 38

CHANDLER, MN 56122-0038

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USPTO 9/9/2009 7:40:39 PM PAGE 27/052 Fax Server

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

TRAIL'S BEST F-17

Marks Search (1995) Search (1995) Wile Poons AN Activity Marks (1995) Search (1995) Search (1995) Search (1995)

Status: REGISTERED 8 & 15 Date: May 16, 1995

Affidavit(s): 8 & (5 May 16, 1995

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEAT SNACKS, NAMELY, STICKS AND JERKY; AND CHEESE

First Use: March 9, 1988 In Commerce: March 9, 1988

Most Recent Owner: MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED

Registered:

Filed:

January 31, 1989

March 11, 1988

LIABILITY COMPANY)

Registration No.: 1,522,788
Serial No.: 73-716127

Published: August 16, 1988

Disclaimer: "BEST"

Owner Information

2nd New Owner MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED

After LIABILITY COMPANY)

Registration: 3205 PLAYERS CLUB PARKWAY

MEMPHIS, TN 38125

Ist New Owner SARA LEE FOODS, INC. (DELAWARE CORP.)

After 10151 CARVER ROAD Registration: LAW DEPARTMENT

Registration: LAW DEPARTMENT CINCINNATI, OH 45242

Registrant: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH ST. - P.O. BOX 38 CHANDLER, MN 56122

Owner At HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication: P.O. BOX 38

CHANDLER, MN 56122

Applicant: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: BRUCE O. BRADFORD

SARA LEE CORPORATION

IP LAW DEPT.

1000 EAST HANES MILL ROAD WINSTON-SALEM NC 27105

Assignment History

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Page 28 of 60

TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

> Assignee: MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED

Fax Server

May 8, 2006

LIABILITY COMPANY)

INDEX SERVICES SELECTIONS IN MEAN GOMEANY SELECTION OF SERVICE AND SERVICE AND SERVICE OF SERVIC

3205 PLAYERS CLUB PARKWAY

MEMPHIS, TN 38125

SARA LEE FOODS, INC. (DELAWARE CORP.) Assignor:

Recorded: August 11, 2006 Assigned:

3367/0561 Reel/frame: Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor: SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 14, 2004 Assigned: September 13, 2004

Reel/frame: 2935/0965

Action: **NUNC PRO TUNC**

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded: July 5, 2002 Assigned: June 25, 2002 Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

SARAMAR LLC (DELAWARE L.L.C.) Assignee:

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

FHS, INC. (MINNESOTA CORP.) Assignor:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor: Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.)

Recorded: November 13, 2001 Assigned: October 12, 2001

2399/0298 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignee:

P.O. BOX 38

CHANDLER, MN 56122

Assignor: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) April 25, 2001 Recorded: May 21, 2001 Assigned:

Reel/frame: 2301/0205

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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Page 29 of 60

TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

RG'S RG'S and Design

F-18

CANCELLED - SEC. 8

Date:

August 17, 2002

Fax Server

Goods/Services:

Status:

29 Int'l. Class:

(U.S. Class: 46)

MEAT, NAMELY BEEF, PORK AND POULTRY PRODUCTS

First Use: June 6, 1985 In Commerce:

lune 6, 1985

Most Recent Owner:

SARA LEE CORPORATION (MARYLAND CORP.)

Registration No.:

1,934,951 74-541103 Registered: Filed:

November 14, 1995

Serial No.: Published:

August 22, 1995

june 21, 1994

Add 'I. U.S. Reg.

No.(s).:

1,563,578

Description:

THE STIPPLING IS A FEATURE OF THE MARK AND DOES

NOT INDICATE COLOR.

TTAB History

Opposition:

91103804

Filed:

October 21, 1996

Plaintiff: SN/RN:

HUISKEN MEAT CENTER, INC. SN 74541103 - RN 1934951

Mark(s): RG'S RG'S

Defendant:

RG'S FOOD SHOPS OF PENNSYLVANIA, INC.

SN/RN:

SN 74661907 - RN 2073029

Mark(s):

RG'S

Status: Decision: TERMINATED, May 5, 1997

DISMISSED W/O PREJUDICE, May 5, 1997

Comments:

WITHDRAWAL OF OPPOSITION

Owner information

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: HUISKEN MEAT CENTER, INC.

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

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Page 30 of 60

Assignment History

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, LLC.)

Recorded: july 5, 2002 Assigned:

Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: SARAMAR LLC (DELAWARE LLC.)

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor: FHS, INC. (MINNESOTA CORP.)

Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.)
Assignor: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)
Recorded: November 13, 2001 Assigned: October 12, 2001

Reel/frame: 2399/0298

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: HUISKEN MEATS, INC. (MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD SAUK RAPIDS, MN 56379

Assignor: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Recorded: May 18, 2001 Assigned: April 25, 2001

Reel/frame: 2303/0518

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

June 25, 2002

TO:TIFFANY L. SCHWARTZ

31/052

HUISKEN (Stylized)

Marks arther the Luck Waller to County of the Mark to the County of the

COMPANY: ONE US BANK PLAZA

F-19

Status:

CANCELLED - SEC. 8

Date:

August 17, 2002

Fax Server

PRINCIPAL REGISTER - SEC.

Goods/Services:

int'i. Class: 29

(U.S. Class: 46)

MEAT, NAMELY BEEF, PORK AND POULTRY PRODUCTS

First Use:

June 2, 1992

In Commerce:

June 2, 1992

Most Recent Owner:

SARA LEE CORPORATION (MARYLAND CORP.)

Filed:

Registration No.:

1,934,952 74-541105 Registered:

November 14, 1995

Serial No.: Published:

August 22, 1995

June 21, 1994

Add 'I. U.S. Reg.

(,2(9,309

No.(s).:

Owner Information

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: HUISKEN MEAT CENTER, INC.

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Assignment History

Assignee:

SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD

WINSTON SALES, NC 27105

Assignor:

SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded:

July 5, 2002

Assigned:

June 25, 2002

Reel/frame:

2542/0048

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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USPTO 9/9/2009 7:40:39 PM PAGE 32/052 Fax Server

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

Assignee: SARAMAR LLC (DELAWARE L.L.C.)

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor: FHS, INC. (MINNESOTA CORP.)

Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.)

Assignor: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)
Recorded: November 13, 2001 Assigned: October 12, 2001

Reel/frame: 2399/0298

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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USPTO 9/9/2009 7:40:39 PM PAGE 33/052 Fax Server

TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA





TASTE CLUB BY HUISKEN MEATS and Design

ABANDONED - NO Status:

STATEMENT OF USE

Date:

December 6, 2001

F-20

Goods/Services:

Int'l. Class: 29

BEEF PATTIES

(U.S. Class: 46)

Most Recent Owner: HUISKEN MEATS, INC. (MINNESOTA CORP.)

Serial No.: Published:

76-017324 March 13, 2001 Filed:

April 4, 2000

Add 'l. U.S. Reg.

No.(s).:

1,219,309, 1,934,952, 1,962,738

Disclaimer:

"MEATS"

Additional Info:

FILED AS INTENT TO USE

Owner Information

Owner At Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: jOHN W. ALBRECHT

MERCHANT & GOULD PC

PO BOX 2910

MINNEAPOLIS MN 55402-0910

Assignment History

Assignee:

HUISKEN MEATS, INC. (MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

Assignor:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Recorded: May 18, 2001 Assigned:

April 25, 2001

Reel/frame:

2303/0518

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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.1

TO:TIFFANY L. SCHWARTZ

9/9/2009 7:40:39 PM 34/052

HUISKEN and Design

COMPANY: ONE US BANK PLAZA

F-21

Status:

CANCELLED - SEC. 8 8 & 15

September 13, 2003

Fax Server

Affidavit(s):

8 & 15 November 5, 1988

MANACA AND COMPACTANCE TO THE PARTY OF THE

Goods/Services:

Int'i. Class:

(U.S. Class: 46)

Date:

MEATS

First Use:

January I, 1965

in Commerce:

May 1, 1977

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE CORP.)

Registration No.:

Serial No.:

1,219,309 73-243286

Registered: Filed:

December 7, 1982 December 17, 1979

Published:

Disclaimer:

September 14, 1982

APPLICANT HEREBY DISCLAIMS THE DESCRIPTIVE

DESIGN OF "MEAT" APART FROM THE MARK AS

SHOWN.

Owner Information

1st New Owner

SARA LEE FOODS, INC. (DELAWARE CORP.)

After Registration: 10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Registrant:

HUISKEN MEAT CENTER (MINNESOTA CORP.)

CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER (MINNESOTA CORP.)

Publication:

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER (MINNESOTA CORP.)

CHANDLER, MN 56122

Correspondent:

HERMAN H. BAINS

C/O WILLIAMSON, BAINS, MOORE & HANSEN

608 BUILDING, SUITE 668

MINNEAPOLIS, MINNESOTA 55402

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD

CINCINATTI, OH 45242

Assignor: Recorded: Reel/frame: SARA LEE CORPORATION (MARYLAND CORP.)

September 8, 2006 Assigned:

September 13, 2004

3387/0417

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Page 35 of 60

NAMES BURGER OF THE PUBLICATION OF THE PROPERTY OF THE PROPERT

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

Action: CORRECTIVE ASSIGNMENT TO CORRECT THE

REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

Assignee: SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor: SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 14, 2004 Assigned: September 13, 2004

Reef/frame: 2935/0965

Action: NUNC PRO TUNC

Assignee: HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD ROCHESTER, MN 56379

Assignor: SARA LEE CORPORATION (CORP.)

Recorded: March 24, 2003 Assigned: October 4, 2002

Reel/frame: 2699/0869

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, LLC.)

Recorded: July 5, 2002 Assigned:

Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: SARAMAR LLC (DELAWARE L.L.C.)

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor: FHS, INC. (MINNESOTA CORP.)

Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.)

Assignor: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)

Recorded: November 13, 2001 Assigned: October 12, 2001

Reel/frame: 2399/0298

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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Page 36 of 60

June 25, 2002

DIXIE PRIDE

DIXIE PRIDE

F-22

Status:

REGISTERED

Date:

June 12, 2001

Goods/Services:

Int'i. Class:

29

(U.S. Class: 46)

BEEF PATTIES First Use:

February 22, 1999

In Commerce:

February 22, 1999

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE CORP.)

Registration No.: Serial No.:

2,459,033 75-662192 Registered: Filed:

June 12, 2001 March 17, 1999

Published:

March 20, 2001

Owner Information

1st New Owner

SARA LEE FOODS, INC. (DELAWARE CORP.) 10151 CARVER ROAD

After Registration:

LAW DEPARTMENT CINCINNATI, OH 45242

Registrant/ Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38 CHANDLER, MN 56122

Owner At Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38 CHANDLER, MN 56122

Correspondent:

JOHN W. ALBRECHT MERCHANT & GOULD PC

PO BOX 2910

MINNEAPOLIS MN 55402-0910

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD

CINCINATTI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded:

September 8, 2006 Assigned:

September 13, 2004

Reel/frame:

3387/0417

Action:

CORRECTIVE ASSIGNMENT TO CORRECT THE REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

Assignee:

SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

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Fax Server

TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

> SARA LEE CORPORATION (MARYLAND CORP.) Assignor:

September 14, 2004 Assigned: September 13, 2004 Recorded:

2935/0965 Reel/frame:

Marks Edit in Science of the Court of the Co

NUNC PRO TUNC Action:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. Assignees

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD ROCHESTER, MN 56379

SARA LEE CORPORATION (CORP.) Assignor:

Recorded: March 24, 2003 Assigned:

Reel/frame: 2699/0869

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

SARA LEE CORPORATION (MARYLAND CORP.) Assignee:

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

SARAMAR, LLC (DELAWARE, L.L.C.) Assignor:

Assigned: Recorded: July 5, 2002

2542/0048 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

SARAMAR LLC (DELAWARE LLC.) Assignée:

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

FHS, INC. (MINNESOTA CORP.) Assignor:

HUISKEN MEATS, INC. (MINNESOTA CORP.) Assignor:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor: October 12, 2001 November 13, 2001 Assigned:

Recorded: 2399/0298 Reel/frame:

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

HUISKEN MEATS, INC. (MINNESOTA CORP.) Assignee:

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Assignor:

May 18, 2001 April 25, 2001 Recorded: Assigned:

Reel/frame: 2303/0518

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

October 4, 2002

June 25, 2002

TASTE CLUB

TASTE CLUB

F-23

Status:

REGISTERED

Mark Searchea with the CUCK IN MENTAL COMMITTEE START AND A SECRET FOR THE ACCUMULATION AS A SECRET

Date:

October 30, 2001

Goods/Services:

Int'l. Class: 29

(U.S. Class: 46)

BEEF PATTIES

First Use: May 17, 2000

in Commerce:

October 10, 2000

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE CORP.)

Registration No.:

2,503,145 76-017457 Registered: Filed: October 30, 2001

Serial No.: Published:

January 23, 2001

April 4, 2000

Additional Info:

FILED AS INTENT TO USE - ACTUAL USE CLAIMED

Owner Information

Ist New Owner

SARA LEE FOODS, INC. (DELAWARE CORP.)

After Registration:

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant/ Applicant: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER, MN 56122

Owner At Publication:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: JOHN W. ALBRECHT

MERCHANT & GOULD PC

PO BOX 2910

MINNEAPOLIS MN 55402-0910

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD

CINCINATTI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: Reel/frame: September 8, 2006 Assigned:

ne: 3387/0417

Action:

CORRECTIVE ASSIGNMENT TO CORRECT THE

REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

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Page 39 of 60

September 13, 2004

Assignee: SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Assignor: SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 14, 2004 Assigned: September 13, 2004

Reel/frame: 2935/0965

Mark General Company of the Company

Action: NUNC PRO TUNC

Assignee: HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

ROCHESTER, MN 56379

Assignor: SARA LEE CORPORATION (CORP.)

Recorded: March 24, 2003 Assigned: October 4, 2002

Reel/frame: 2699/0869

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD

WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, LL.C.)

Recorded: July 5, 2002 Assigned: June 25, 2002

Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: HUISKEN MEATS, INC. (MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

Assignor: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)
Recorded: May 18, 2001 Assigned: April 25, 2001

Reel/frame: 2303/0518

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

BESURE

4

BESURE F-24

Status: REGISTERED Date: July 1, 2003

Goods/Services:

int'l. Class: 29 (U.S. Class: 46)

MEAT, NAMELY BEEF, PORK AND POULTRY

First Use: July, 2001 In Commerce: July, 2001

Most Recent Owner: SARA LEE FOODS, INC. (DELAWARE CORP.)

 Registration No.:
 2,732,886
 Registered:
 July 1, 2003

 Serial No.:
 76-226379
 Filed:
 March 19, 2001

Published: july 2, 2002

Additional Info: FILED AS INTENT TO USE - ACTUAL USE CLAIMED

Owner Information

1st New Owner SARA LEE FOODS, INC. (DELAWARE CORP.)

After 10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant/ HUISKEN MEATS, INC. (MINNESOTA CORP.)
Applicant: 245 INDUSTRIAL BOULEVARD

Applicant: 245 INDUSTRIAL BOUŁEVAR SAUK RAPIDS, MN 56379

Owner At HUISKEN MEATS, INC. (MINNESOTA CORP.)

Publication: 245 INDUSTRIAL BOULEVARD SAUK RAPIDS, MN 56379

Correspondent: LAWRENCE M. NAWROCKI

NAWROCKI, ROONEY & SIVERSON, P.A.

SUITE 401

BROADWAY PLACE EAST, 3433 BROADWAY STREE

MINNEAPOLIS MN 55413

Assignment History

Assignee: SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD CINCINATTI, OH 45242

Assignor: SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 8, 2006 Assigned: September 13, 2004 Reel/frame: 3387/0417

Action: CORRECTIVE ASSIGNMENT TO CORRECT THE

REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

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Page 41 of 60

> Assignee: SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

SARA LEE CORPORATION (MARYLAND CORP.) Assignor:

Recorded: September 14, 2004 Assigned: September 13, 2004 Reel/frame: 2935/0965

Action: NUNC PRO TUNC

Assignee: HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

ROCHESTER, MN 56379

SARA LEE CORPORATION (CORP.) Assignor:

Recorded: October 4, 2002 March 24, 2003 Assigned: 2699/0869

Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded: July 5, 2002 Assigned:

2542/0048 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

June 25, 2002

TO:TIFFANY L. SCHWARTZ

COMPANY: ONE US BANK PLAZA

9/9/2009 7:40:39 PM PAGE 42/052 Fax Server

TRAIL'S BEST and Design

F-25

Status:

CANCELLED - SEC. 8 8 & 15 Date:

August 26, 2006

Affidavit(s):

8 & 15 October 25, 2001

Goods/Services:

Int'i. Class: 29 (U.S. Class: 46)

MEAT SNACKS, NAMELY STICKS, JERKY; AND CHEESE

First Use:

March 3, 1988

In Commerce:

March 3, 1988

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)

Registration No.:

Add 'L U.S. Reg.

1,936,660

Registered:

November 21, 1995

Serial No.: **Published:**

74-541104 August 29, 1995

Filed:

June 21, 1994

1,522,788

No.(s).:

Disclaimer:

"BEST"

Owner Information

2nd New Owner SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

Registration: CINCINNATI, OH 45242

1st New Owner

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)

After

521 NORTH 5TH STREET

Registration:

CHANDLER, MN 56122

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Correspondent:

BRUCE O. BRADFORD

SARA LEE CORPORATION

IP LAW DEPT.

1000 EAST HANES MILL ROAD WINSTON-SALEM NC 27105

Assignment History

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Page 43 of 60

June 25, 2002

April 25, 2001

TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

Marayarter membersken kom kompany en en en en en

Assignee: SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP) 10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

SARA LEE CORPORATION (MARYLAND CORP.) Assignor: September 13, 2004

Recorded: September 14, 2004 Assigned:

Reel/frame: 2935/0965

Action: NUNC PRO TUNC

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

SARAMAR, LLC (DELAWARE, LLC.) Assignor:

Recorded: July 5, 2002 Assigned:

Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

SARAMAR LLC (DELAWARE LL.C.) Assignee: SUITE 300

125 S. WACKER DRIVE

CHICAGO, IL 60606

FHS, INC. (MINNESOTA CORP.) Assignor:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor:

Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.)

November 13, 2001 Assigned: Recorded: October 12, 2001

Reel/frame: 2399/0298

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignee:

P.O. BOX 38

CHANDLER, MN 56122

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Assignor:

Recorded: May 21, 2001 Assigned:

Reel/frame: 2301/0205

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

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TO:TIFFANY L. SCHWARTZ

COMPANY: ONE US BANK PLAZA



MISCELLANEOUS DESIGN

F-26

Status:

CANCELLED - SEC. 8

Date:

July 16, 2005

Fax Server

Goods/Services:

Int'l. Class: 29

(U.S. Class: 46)

MEAT, NAMELY, BEEF, PORK AND POULTRY

First Use:

May 7, 1997

In Commerce:

May 7, 1997

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)

Registration No.:

2,(95,588

Registered:

October 13, 1998

Serial No.: Published:

75-340243

Filed:

August 13, 1997

July 21, 1998

Owner Information

Ist New Owner SARA LEE FOODS, INC. (DELAWARE CORP.)

After Registration: 10131 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 561220038

Owner At **Publication:** HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56(220038

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 561220038

Correspondent: HUISKEN MEAT CENTER INC

PO BOX 38

CHANDLER MN 56122-0038

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP) 10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Assignare

SARA LEE CORPORATION (MARYLAND CORP.) September 14, 2004 Assigned:

September 13, 2004

Recorded: Reel/frame:

2935/0965

Action:

NUNC PRO TUNC

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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD

WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, LLC.)

Recorded: July 5, 2002 Assigned: Reel/frame: 2542/0048

Reel/frame: 2542/0048
Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: SARAMAR LLC (DELAWARE L.L.C.)

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor: FHS, INC. (MINNESOTA CORP.)

Assignor: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)
Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.)

Recorded: November 13, 2001 Assigned: October 12, 2001

Reel/frame: 2399/0298

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER, MN 56122

Assignor: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)
Recorded: May 21, 2001 Assigned: April 25, 2001

Reel/frame: 2301/0205

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

June 25, 2002

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TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

BLAZIN' HOT and Design

F-27

Status:

REGISTERED 8 FILED

Date:

November 3, 1998

Affidavit(s):

HOSESSON TRANSPORTED TO THE STATE OF THE STA

8 FILED

Goods/Services:

Int'l. Class: 29

(U.S. Class: 46)

MEAT, NAMELY, BEEF, PORK AND POULTRY

First Use: May 7, 1997 In Commerce:

May 7, 1997

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)

Registration No.:

2,201,255

Registered:

November 3, 1998

Serial No.: Published:

75-340244

Filed:

August 13, 1997

August 11, 1998

Owner Information

After

Registration:

1st New Owner SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant/ Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET P.O. BOX 38

CHANDLER, MN 561220038

Owner At Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 561220038

Correspondent: HUISKEN MEAT CENTER INC

PO BOX 38

CHANDLER MN 56122-0038

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor: Recorded: SARA LEE CORPORATION (MARYLAND CORP.) September 14, 2004 Assigned:

September 13, 2004

Reel/frame:

2935/0965

Action:

NUNC PRO TUNC

Assignee:

SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor:

SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded:

July 5, 2002

Assigned:

June 25, 2002

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Reel/frame:

Action:

2542/0048

TO:TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

> Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL Assignee: SARAMAR LLC (DELAWARE LL.C.) SUITE 300 125 S. WACKER DRIVE CHICAGO, IL 60606 Assignor: FHS, INC. (MINNESOTA CORP.) Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.) TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor:

Recorded: November 13, 2001 Assigned: October 12, 2001 Reel/frame: 2399/0298

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Assignee: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)

P.O. BOX 38 CHANDLER,, MN 56122

Assignor: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Recorded: May 21, 2001 Assigned: April 25, 2001 Reel/frame: 2301/0205

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

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Reported Owner Index

In the following index, owners of USPTO registrations are defined as the most recent chronological owner in the record, including assignments, but excluding security assignments (where possible).

Although CT Corsearch makes an attempt to correlate and display common ownership of trademarks, inconsistencies in the data supplied by our providers may cause commonly owned records to be misrepresented or omitted. CT Corsearch cannot guarantee the accuracy or consistency of owner data and recommends further investigation to confirm common ownership information provided herein.

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TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

Owner	Status	Int. Class	Doc No.	Page
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TRAIL'S BEST and Design	CANCELLED - SEC. 88&	29	F-25	43

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USPTO 9/9/2009 7:40:39 PM PAGE 52/052 Fax Server

TO:TIFFANY L. SCHWARTZ COMPANY:ONE US BANK PLAZA

SCHEDULE C

(Licenses)

4570665

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Huisken Meat Company	FORMERLY New Huisken Meat Company	08/27/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	U.S. Bank National Association	
Street Address:	7th and Washington Avenues	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63101	
Entity Type:	a national banking association: UNITED STATES	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	74541102	HUISKEN
Serial Number:	73046475	BIG SLIM
Serial Number:	73716127	TRAIL'S BEST
Serial Number:	75662192	DIXIE PRIDE
Serial Number:	76017457	TASTE CLUB
Serial Number:	76226379	BESURE
Serial Number:	75340244	BLAZIN' HOT

CORRESPONDENCE DATA

Fax Number:

(314)552-7179

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

Phone:

(314) 552-6297

Email:

ipdocket@thompsoncoburn.com

Correspondent Name:

Kenneth Solomon

Address Line 1:

Thompson Coburn LLP

900085848

TRADEMARK
REEL: 003613 FRAME: 0546

TRADEMARK REEL: 004073 FRAME: 0837 7454110

CH \$190 00

Address Line 2: One U.S. Bank Address Line 4: St. Louis, MIS	s Plaza SOURI 63101
ATTORNEY DOCKET NUMBER:	299/69400
NAME OF SUBMITTER:	Kenneth Solomon
Signature:	/Kenneth Solomon/
Date:	08/30/2007

Total Attachments: 47

source=Security_Agreement_-_New_Huisken_Meat#page1.tif source=Security_Agreement_-_New_Huisken_Meat#page2.tif source=Security_Agreement_-_New_Huisken_Meat#page3.tif source=Security_Agreement_-_New_Huisken_Meat#page4.tif source=Security_Agreement_-_New_Huisken_Meat#page5.tif source=Security_Agreement_-_New_Huisken_Meat#page6.tif source=Security_Agreement_-_New_Huisken_Meat#page7.tif source=Security_Agreement_-_New_Huisken_Meat#page8.tif source=Security_Agreement_-_New_Huisken_Meat#page9.tif source=Security_Agreement_-_New_Huisken_Meat#page10.tif source=Security_Agreement_-_New_Huisken_Meat#page11.tif source=Security_Agreement_-_New_Huisken_Meat#page12.tif source=Security_Agreement_-_New_Huisken_Meat#page13.tif source=Security_Agreement_-_New_Huisken_Meat#page14.tif source=Security_Agreement_-_New_Huisken_Meat#page15.tif source=Security_Agreement_-_New_Huisken_Meat#page16.tif source=Security_Agreement_-_New_Huisken_Meat#page17.tif source=Security_Agreement_-_New_Huisken_Meat#page18.tif source=Security_Agreement_-_New_Huisken_Meat#page19.tif source=Security_Agreement_-_New_Huisken_Meat#page20.tif source=Security_Agreement_-_New_Huisken_Meat#page21.tif source=Security_Agreement_-_New_Huisken_Meat#page22.tif source=Security_Agreement_-_New_Huisken_Meat#page23.tif source=Security_Agreement_-_New_Huisken_Meat#page24.tif source=Security_Agreement_-_New_Huisken_Meat#page25.tif source=Security_Agreement_-_New_Hulsken_Meat#page26.tif source=Security_Agreement_-_New_Huisken_Meat#page27.tif source=Security_Agreement_-_New_Huisken_Meat#page28.tif source=Security_Agreement_-_New_Huisken_Meat#page29.tif source=Security_Agreement_-_New_Huisken_Meat#page30.tif source=Security_Agreement_-_New_Huisken_Meat#page31.tif source=Security_Agreement_-_New_Huisken_Meat#page32.tif source=Security_Agreement_-_New_Huisken_Meat#page33.tif source=Security_Agreement_-_New_Huisken_Meat#page34.tif source=Security_Agreement_-_New_Huisken_Meat#page35.tif source=Security_Agreement_-_New_Huisken_Meat#page36.tif source=Security_Agreement_-_New_Huisken_Meat#page37.tif source=Security_Agreement_-_New_Huisken_Meat#page38.tif source=Security_Agreement_-_New_Huisken_Meat#page39.tif source=Security_Agreement_-_New_Huisken_Meat#page40.tif source=Security_Agreement_-_New_Huisken_Meat#page41.tif source=Security_Agreement_-_New_Huisken_Meat#page42.tif

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REEL: 003613 FRAME: 0548

TRADEMARK

REEL: 004073 FRAME: 0839

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 27, 2007, by **NEW HUISKEN MEAT COMPANY (to be renamed HUISKEN MEAT COMPANY)**, an Illinois corporation ("Debtor"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, "Agent") for Lenders from time to time party to the Loan Agreement dated as of the date hereof by and among Debtor, Agent, and Lenders, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement), and has reference to the following facts and circumstances:

- A. As a condition precedent to Agent and Lenders entering into the Loan Agreement, and in order to secure, among other things, the present and future indebtedness, liabilities and obligations under the Guaranty dated of even date herewith executed by Debtor and the other Guarantors in favor of Agent (as so amended, restated, or replaced from time to time, the "Guaranty"), Agent and Lenders have required that Debtor execute and deliver this Agreement to Agent for the ratable benefit of Lenders.
- B. In order to induce Agent and Lenders to enter into the Loan Agreement, Debtor has agreed to execute and deliver the Guaranty and this Agreement to Agent for the ratable benefit of Lenders to secure, among other things, the present and future indebtedness, liabilities and obligations of Debtor to Agent and Lenders under the Guaranty.
- C. This Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Debtor in favor of Agent pursuant to which Debtor has granted to Agent a security interest in and lien on, among other things, all Accounts, Inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof.
- NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Agent as follows:
- 1. <u>Grant of Security Interest</u>. For value received, Debtor hereby grants to Agent for the ratable benefit of Lenders a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "<u>Collateral</u>"):
 - (a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");
 - (b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without

limitation, common law rights and each mark and application listed on <u>Schedule B</u>, attached hereto and incorporated herein by reference, but excluding any intent-to-use trademark applications; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "<u>Trademarks</u>");

- (c) the license(s) listed on <u>Schedule C</u> attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the forgoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "<u>Licenses</u>");
- (d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and
- (e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all present and future Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor to Agent and/or any Lender evidenced by or arising under or in respect of this Agreement and/or any other Transaction Document (including the Guaranties) and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by Agent and/or any Lender upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing Agent and/or any Lender in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

- 2. <u>Representations, Warranties and Covenants of Debtor</u>. Debtor hereby represents and warrants to Agent, and covenants and agrees with Agent and each Lender, that:
 - (a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;
 - (b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;
 - (c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

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- (d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons except for licenses granted in the ordinary course of business;
- (e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;
- (f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of all material registered Patents and Trademarks;
- (g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement except in the ordinary course of business or with the prior consent of Secured Party.; and
- (h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.
- 3. <u>Inspection Rights; Product Quality.</u> Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Agent and any Lender during normal business hours and at other reasonable times. Debtor will reimburse Agent and Lenders upon demand for all costs and expenses incurred by Agent in connection with any such inspection conducted by Agent while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Agent or any Lender, upon Agent's or any Agent's reasonable request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.
- 4. <u>Further Assurances</u>. Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been paid in full, (b) Agent and/or any Lender has no further commitment or obligation to make any Loans or advances or other extensions of credit to Debtor under the Loan Agreement or otherwise and (c) the Loan Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of Agent and Lenders, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent and Lenders under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Agent and Lenders any and all further instruments and documents and take any and all further action that Agent may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Agent and Lenders to exercise its rights and remedies under this Agreement with respect to the same.
- 5. <u>Additional Patents, Trademarks and Licenses</u>. If Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Agent, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes

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entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Agent prompt written notice thereof.

- 6. <u>Modification by Agent</u>. Debtor authorizes Secured Party to modify this Agreement by amending <u>Schedules A, B,</u> and/or <u>C</u> to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Sections 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.
- 7. <u>Use of Patents, Trademarks and Licenses</u>. So long as no Event of Default under the Loan Agreement has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold or licensed by Debtor, for Debtor's own benefit and account or Debtor's licensees' benefit and account and for none other.
- Default. If any Event of Default under the Loan Agreement shall have occurred and be 8. continuing, Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor. all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Agent may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Agent of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Agent to Debtor. If an Event of Default shall occur and be continuing. Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and Lenders) to enforce any and all of the Patents, Trademarks and Licenses, and, if Agent shall commence any such suit, Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.
- 9. <u>Termination of Agreement</u>. At such time as (a) Debtor shall pay all of the Secured Obligations in full, (b) no Letters of Credit shall remain outstanding, (c) Agent and/or any Lender shall have no further commitment or obligation to make any Loans or advances or other extensions of credit to Debtor under the Loan Agreement or otherwise and (d) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Agent shall execute

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and deliver to Debtor all instruments as may be necessary or proper to extinguish Agent's security interest therein, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement.

- 10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at an annual rate per equal to the lesser of Two Percent (2%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.
- 11. <u>Preservation of Patents, Trademarks and Licenses</u>. Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.
- 12. Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.
- 13. <u>No Waiver</u>. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 15. <u>Amendments</u>. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Agent, except as provided in Paragraph 6 above.
- 16. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

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Governing Law. The validity and interpretation of this Agreement and the rights and 17. obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written

(SIGNATURES ON FOLLOWING PAGE)

4570665

- 6 -

SIGNATURE PAGE-PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

Debtor:

NEW HUISKEN MEAT COMPANY (to be renamed HUISKEN MEAT MOMPANY)

By:

R. Scott Hudspeth, Chief Operating Officer &

Secretary

Address: 1682 Sauget Business Boulevard

Sauget, Illinois 62206

Attention: R. Scott Hudspeth

Telecopy No.: (618) 337-3292

Accepted by and agreed to by Agent as of August 27, 2007:

Agent:

U.S. BANK NATIONAL ASSOCIATION, as Agent

Juli Van Hook, Senior Vice President

4570665

-7-

SCHEDULE A

(Patents and Patent Applications)

4570665

SCHEDULE B

(Trademarks and Trademark Applications)

4570665

Federal Summary

Federal Trademark References	Status	Doc No.	Page
HUISKEN and Design (Int'l. Class: 29)	RENEWED 8 & 15	F-1	.11
SN 74-541102 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)			
EASY FIXIN'S (Int'l. Class: 29)	ABANDONED - FAILURE TO RESPO		13
SN 76-541040 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)			
TAILGATER STADIUM PACK (Intil. Class: 29)	ABANDONED - FAILURE TO RESPO	F-3 ND	14
SN 76-541079 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)			
BIG and Design (Int'l. Class: 29): SN 75-041084	ABANDONED - AF TTAB PROCEEDING		15
HUISKEN MEAT CENTER, INC. (MINNESOTA CORP	P.)		
THE BIG (Stylized) (Int'l. Class: 29)	ABANDONED - AF TTAB PROCEEDING		16
SN 75-041550 HUISKEN MEAT CENTER, INC. (MINNESOTA CORF	?.)		
BIG SLIM (Int'l. Class: 29) SN 73-046475 CONAGRA FOODS, INC. (DELAWARE CORP.)	RENEWED 8 & 15	F-6	17
KIPPERED BEEF BANDITS (Int'l. Class: 29) SN 73-573343 HUISKEN MEAT CENTER, INC. (MINNESOTA CORF	promiser (CV) — The Control of Co	F.7	18
RG'S (Stylized) (Int'l. Class: 29)	CANCELLED - SEC.	8 F-8	19
SN 73-784497 HUISKEN MEAT CENTER, INC. (MINNESOTA CORF	P.)		
HAPPY TRAILS and Design (Int'l Class: 29) SN 74-119718 HUISKEN MEAT CENTER, INC. (MINNESOTA CORF		8 F.9	20
RANCHER (Int'l. Class; 29)		F-10	
SN 74-274248 HUISKEN MEAT CENTER, INC. (MINNESOTA CORF		DAC	
HAPPY TRAILS and Design (Int'l. Class: 29) SN 74-375462 HUISKEN MEAT CENTER, INC. (MINNESOTA CORI		8 F-11	22
SPORTSMAN'S PACK (Stylized) (Int'l. Class: 29)	ABANDONED - FAILURE TO RESPO	F-I2 IND	23

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Federal Summary (cont'd)

Federal Trademark References HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	Status	Doc No.	Page
HAPPY TRAILS BY HUISKEN and Design (Int'l Class SN 75-021980 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ss: 29) ABANDONED - No STATEMENT OF U		24
BIG HUMMER (Stylized) (Int'l. Class: 29) SN 75-021981 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - NO STATEMENT OF U		25
LIL'-FELLER (Stylized) (Int'l. Class: 29) SN 75-021982	ABANDONED - NO STATEMENT OF U		26
HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) HALF PINT (Stylized) (Int'l. Class: 29) SN 75-021983	ABANDONED - NO STATEMENT OF U		27
HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) TRAIL'S BEST (Int'l. Class: 29) SN 73-716127 MONOCOLAM MEAT SNACKS LLG (TEANISSEE LIMITES	REGISTERED 8 & 15	5 F-17	28
MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED LIABILITY COMPANY) RG'S RG'S and Design (Int'l Class: 29) SN 74-541103	CANCELLED - SEC	. 8 F-18	30
SARA LEE CORPORATION (MARYLAND CORP.) HUISKEN (Stylized) (Int'l. Class: 29)	CANCELLED - SEC PRINCIPAL REGIST		32
SN 74-541105 SARA LEE CORPORATION (MARYLAND CORP.) TASTE CLUB BY HUISKEN MEATS and Design (In	SEC. 2(F) t'I. ABANDONED - NO	D F-20	34
Class: 29) SN 76-017324 HUISKEN MEATS, INC. (MINNESOTA CORP.)	STATEMENT OF U		
HUISKEN and Design (Int'l. Class: 29) SN 73-243286 SARA LEE FOODS, INC. (DELAWARE CORP.)	CANCELLED - SEC & 15	88 F-21	35
DIXIE PRIDE (Int'l. Class: 29) SN 75-662192 SARA LEE FOODS, INC. (DELAWARE CORP.)	REGISTERED	F-22	37
TASTE CLUB (Int'I. Class: 29) SN 76-017457 SARA LEE FOODS, INC. (DELAWARE CORP.)	REGISTERED	F228	39

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Federal Summary (cont'd)

Federal Trademark References	Status	Doc No.	Page
BESURE (Int'l. Class: 29)	REGISTERED	F-24	41
SN 76-226379			
SARA LEE FOODS, INC. (DELAWARE CORP.)			
TRAIL'S BEST and Design (Int'l. Class: 29)	CANCELLED - SEC, 8 8	F-25	43
	&15		
SN 74-541104			
SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)			
MISCELLANEOUS DESIGN (Int'l. Class; 29)	CANCELLED - SEC. 8	F-26	45
SN 75-340243			
SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)			
BLAZIN' HOT and Design (Int'l. Class: 29)	REGISTERED 8 FILED	F-27	48
SN 75-340244	THE STREET STREET	. ~.	
SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)			

O# Indicates related TTAB proceeding

Federal Owner Search Results



HUISKEN and Design

F-I

Status:

RENEWED 8 & 15

Date:

March 19, 2006

Affidavit(s):

8 & 15 May 20, 2002

Goods/Services:

Int'l. Class: 29

(U.S. Class: 46)

MEAT, NAMELY BEEF, PORK AND POULTRY PRODUCTS

In Commerce:

June 2, 1992

Most Recent Owner:

First Use:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

Registration No.:

1,962,738

Registered: Renewed:

March 19, 1996

74-541102

June 2, 1992

Filed:

March 19, 2006

Serial No.: Published:

December 26, 1995

June 21, 1994

Add 'I. U.S. Reg.

1,219,309

No.(s).:

Description:

THE LINING IS A FEATURE OF THE MARK AND DOES

NOT INDICATE COLOR.

Owner Information

4th New Owner HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

After

(MINNESOTA CORP.) 245 INDUSTRIAL BLVD.

Registration:

ROCHESTER, MN 56379

3rd New Owner SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

Registration:

CINCINNATI, OH 45242

2nd New Owner SARAMAR, L.L.C. (DELAWARE LIMITED LIABILITY

After

COMPANY)

Registration:

125 SOUTH WACKER DRIVE

CHICAGO, IL 60606

Registrant/ Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 NORTH 5TH STREET P.O. BOX 38

CHANDLER, MN 56122

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Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: LAWRENCE M NAWROCKI

NAWROCKI ROONEY & SIVERTSON PA

SUITE 401 BROADWAY PLACE E

3433 BROADWAY ST NE MINNEAPOLIS MN 55413

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD CINCINATTI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 8, 2006 Assigned:

Reel/frame:

3387/0417 Action:

CORRECTIVE ASSIGNMENT TO CORRECT THE REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN

ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

Assignee:

SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded:

September 14, 2004 Assigned:

September 13, 2004

September 13, 2004

Reel/frame:

2935/0965

Action:

NUNC PRO TUNC

Assignee:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

ROCHESTER, MN 56379

Assignor:

SARA LEE CORPORATION (CORP.)

Recorded:

March 24, 2003

Assigned:

October 4, 2002

Reel/frame:

2699/0869

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee:

SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor:

SARAMAR, LLC (DELAWARE, L.L.C.)

June 25, 2002

Recorded: Reel/frame: July 5, 2002

2542/0048

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assigned:

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Assignee:

SARAMAR LLC (DELAWARE L.L.C.)

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor:

FHS, INC. (MINNESOTA CORP.)

Assignor:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) HUISKEN MEATS, INC. (MINNESOTA CORP.)

Assignor: Recorded:

November 13, 2001 Assigned:

October 12, 2001

Reel/frame:

2399/0298

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee:

HUISKEN MEATS, INC. (MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

Assignor:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Recorded:

May 18, 2001

Assigned:

April 25, 2001

Reel/frame:

Action:

2303/0518

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

EASY FIXIN'S

EASY FIXIN'S

F-2

Status:

ABANDONED - FAILURE TO Date:

May 27, 2007

RESPOND

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEALS CONSISTING PRIMARILY OF MEAT COMMERCIALLY SOLD IN A

PACKAGED FROZEN STATE

Most Recent Owner:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

Serial No.:

76-541040

Filed:

August 29, 2003

Abandonment Date:

April 4, 2007

Additional Info:

FILED AS INTENT TO USE

Owner Information

Applicant:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD SAUK RAPIDS, MN 56379

Correspondent:

LAWRENCE M. NAWROCKI

NAWROCKI, ROONEY & SIVERTSON, P.A. SUITE 401, BROADWAY PLACE EAST

3433 BROADWAY STREET N.E. MINNEAPOLIS, MINNESOTA 55413

TAILGATER STADIUM PACK

TAILGATER STADIUM PACK

F-3

Status:

ABANDONED - FAILURE TO Date:

May 31, 2005

RESPOND

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEAL KITS CONSISTING OF MEAT, NAMELY, BEEF PATTIES, BRATWURST

AND HOT DOGS

Most Recent Owner:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

Serial No.:

76-541079

Filed:

August 29, 2003

Abandonment Date:

May 2, 2005

Disclaimer:

"TAILGATER"

Additional Info:

FILED AS INTENT TO USE

Owner Information

Applicant:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD SAUK RAPIDS, MN 56379

Correspondent: LAWRENCE M. NAWROCKI

NAWROCKI ROONEY & SIVERTSON P.A. SUITE 401, BROADWAY PLACE EAST 3433 BROADWAY STREET N.E. MINNEAPOLIS, MINNESOTA 55413



BIG and Design

Status:

ABANDONED - AFTER TTAB Date:

March 8, 2000

F-4

Goods/Services:

Int'l. Class:

29

(U.S. Class: 46)

MEAT, NAMELY, KIPPERED BEEF

First Use: April 30, 1991

PROCEEDING

In Commerce:

April 30, 1991

Most Recent Owner:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Serial No.:

75-041084

Filed:

January 11, 1996

Published:

November 10, 1998

TTAB History

Opposition:

91113699

Filed:

April 9, 1999

Plaintiff: SN/RN:

GFI HOLDINGS, INC.

SN 73046475 - RN 1023351 **BIG SLIM**

Mark(s): Mark Text:

BIG SLIM

Defendant:

HUISKEN MEAT CENTER, INC.

SN/RN:

SN 75041084; 75041550

Mark(s):

BIG, THE BIG

Mark Text: Status:

BIG AND DESIGN TERMINATED, March 8, 2000

Decision:

SUSTAINED, March 8, 2000

Owner Information

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent: JOHN W. ALBRECHT

MERCHANT GOULD P.C. 3100 NORWEST CENTER

90 S SEVENTH STREET, SUITE 3100 MINNEAPOLIS, MN 55402-4102

Assignment History

Assignee:

CONAGRA FOODS, INC. (DELAWARE CORP.)

ONE CONAGRA DRIVE

OMAHA, NE 68102

Assignor:

GFI HOLDINGS, INC. (CALIFORNIA CORP.)

Recorded:

July 6, 2007

Assigned:

May 21, 2007

Reel/frame:

3575/0784

Action:

MERGER EFFECTIVE 05282007

Assignee:

GFI HOLDINGS, INC. (CALIFORNIA CORP.)

1744 JUNCTION AVE. SAN JOSE, CA 95112

Assignor:

GENERAL MILLS, INC. (DELAWARE CORP.)

September 30, 1992 Assigned:

July 28, 1992

Recorded: Reel/frame:

0905/0525

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

KIPPERED BEEF **BANDITS**

KIPPERED BEEF BANDITS

F-7

Status:

ABANDONED

Date:

October 29, 1987

Goods/Services:

29 Int'l. Class:

(U.S. Class: 46)

KIPPERED BEEF AND PORK SNACKS.

First Use:

November 25, 1985 In Commerce: November 25, 1985

Most Recent Owner:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Serial No.:

73-573343

Filed:

December 13, 1985

Disclaimer:

"KIPPERED BEEF"

Owner Information

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent: EVAN J. KRAME

STRUM, MARX AND KRAME

SUITE 505

1156 15TH ST., N. W.

WAHSINGTON, D. C. 20005

RG'S (Stylized)

F-8

Status:

CANCELLED - SEC. 8

29

Date:

May 6, 1996

Goods/Services:

Int'l. Class:

(U.S. Class: 46)

MEAT, NAMELY, (BEEF, PORK, AND POULTRY PRODUCTS)

First Use:

June 6, 1985

In Commerce:

June 6, 1985

Most Recent Owner:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Registration No.:

1.563.578 73-784497

Registered: Filed:

October 31, 1989

March 6, 1989

Serial No.: Published:

August 8, 1989

Owner Information

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

521 N. 5TH STREET CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

CHANDLER, MN

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent: HUISKEN MEAT CENTER, INC.

P.O. BOX 38

521 N. 5TH STREET CHANDLER, MN 56122



LIL' FELLER (Stylized)

F-15

Status:

ABANDONED - NO STATEMENT OF USE

July 22, 1997

Goods/Services:

Int'l. Class:

29

(U.S. Class: 46)

Date:

MEAT SNACKS, NAMELY, STICKS, JERKY; AND CHEESE

Most Recent Owner: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Serial No.:

75-021982

Filed:

November 20, 1995

Published:

October 29, 1996

Additional Info:

FILED AS INTENT TO USE

Owner Information

Owner At Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET P.O. BOX 38

CHANDLER, MN 56122-0038

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent: HUISKEN MEAT CENTER, INC.

P.O. BOX 38

CHANDLER, MN 561220038



HALF PINT (Stylized)

F-16

ABANDONED - NO STATEMENT OF USE Date:

July 22, 1997

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEAT SNACKS, NAMELY, STICKS, JERKY; AND CHEESE

Most Recent Owner: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Serial No.:

75-021983

Filed:

November 20, 1995

Published:

October 29, 1996

Additional Info:

FILED AS INTENT TO USE

Owner Information

Owner At **Publication:** HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122-0038

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

CHANDLER, MN

Correspondent: HUISKEN MEAT CENTER, INC.

P.O. BOX 38

CHANDLER, MN 56122-0038

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TRAIL'S BEST

TRAIL'S BEST

F-17

Status:

REGISTERED 8 & 15

Date:

May 16, 1995

Affidavit(s):

8 & 15 May 16, 1995

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEAT SNACKS, NAMELY, STICKS AND JERKY; AND CHEESE

First Use:

March 9, 1988

In Commerce:

March 9, 1988

Most Recent Owner:

MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED

LIABILITY COMPANY)

Registration No.:

1.522.788

Registered:

January 31, 1989

Serial No.: **Published:**

73-716127 August 16, 1988 Filed:

March 11, 1988

Disclaimer:

"BEST"

Owner Information

2nd New Owner MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED

After

LIABILITY COMPANY)

Registration:

3205 PLAYERS CLUB PARKWAY

MEMPHIS, TN 38125

1st New Owner

Registration:

After

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH ST. - P.O. BOX 38 CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: BRUCE O. BRADFORD

SARA LEE CORPORATION

IP LAW DEPT.

1000 EAST HANES MILL ROAD WINSTON-SALEM NC 27105

Assignment History

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Page 28 of 60

MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED Assignee:

LIABILITY COMPANY)

3205 PLAYERS CLUB PARKWAY

MEMPHIS, TN 38125

Assignor: SARA LEE FOODS, INC. (DELAWARE CORP.)

Recorded: August 11, 2006 Assigned:

Reel/frame: 3367/0561 ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

SARA LEE FOODS, INC. (DELAWARE LTD. Assignee:

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor: SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 14, 2004 Assigned: September 13, 2004

Reel/frame: 2935/0965

Action: NUNC PRO TUNC

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded: July 5, 2002 Assigned:

Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

SARAMAR LLC (DELAWARE L.L.C.) Assignee:

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

FHS, INC. (MINNESOTA CORP.) Assignor:

Assignor: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)

Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.)

Recorded: November 13, 2001 Assigned: October 12, 2001

2399/0298 Reel/frame:

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER,, MN 56122

Assignor: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) April 25, 2001

Recorded: May 21, 2001 Assigned: Reel/frame: 2301/0205

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

May 8, 2006

June 25, 2002



RG'S RG'S and Design

Date:

August 17, 2002

F-18

Goods/Services:

Status:

Int'l. Class: 29 (U.S. Class: 46)

MEAT, NAMELY BEEF, PORK AND POULTRY PRODUCTS

First Use:

June 6, 1985

CANCELLED - SEC. 8

In Commerce:

June 6, 1985

Most Recent Owner:

SARA LEE CORPORATION (MARYLAND CORP.)

Filed:

Registration No.:

1,934,951 74-541103 Registered:

November 14, 1995

June 21, 1994

Serial No.: **Published:**

August 22, 1995

Add 'I. U.S. Reg.

No.(s).:

1,563,578

THE STIPPLING IS A FEATURE OF THE MARK AND DOES

NOT INDICATE COLOR.

TTAB History

Description:

Opposition:

91103804

October 21, 1996

Plaintiff:

HUISKEN MEAT CENTER, INC.

SN/RN:

SN 74541103 - RN 1934951

Mark(s):

RG'S RG'S

Defendant:

RG'S FOOD SHOPS OF PENNSYLVANIA, INC.

SN/RN:

SN 74661907 - RN 2073029

Mark(s):

RG'S

Status: **Decision:** TERMINATED, May 5, 1997 DISMISSED W/O PREJUDICE, May 5, 1997

Comments:

WITHDRAWAL OF OPPOSITION

Owner Information

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Owner At **Publication:** HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: HUISKEN MEAT CENTER, INC.

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

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Assignment History

Assignee: SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

SARAMAR, LLC (DELAWARE, L.L.C.) Assignor:

Recorded: July 5, 2002 Assigned:

Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: SARAMAR LLC (DELAWARE L.L.C.)

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor: FHS, INC. (MINNESOTA CORP.)

Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.) TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor:

Recorded: November 13, 2001 Assigned: October 12, 2001

2399/0298 Reel/frame:

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: HUISKEN MEATS, INC. (MINNESOTA CORP.)

> 245 INDUSTRIAL BOULEVARD SAUK RAPIDS, MN 56379

Assignor: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Recorded: May 18, 2001 Assigned: April 25, 2001

Reel/frame: 2303/0518

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

June 25, 2002

HUISKEN (Stylized)

2(F)

F-19

Status:

CANCELLED - SEC. 8

PRINCIPAL REGISTER - SEC.

Date:

August 17, 2002

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEAT, NAMELY BEEF, PORK AND POULTRY PRODUCTS

First Use: June 2, 1992 In Commerce:

June 2, 1992

Most Recent Owner:

SARA LEE CORPORATION (MARYLAND CORP.)

Registration No.:

1,934,952

Registered:

November 14, 1995

Serial No.:

74-541105

Filed:

June 21, 1994

Published:

August 22, 1995

Add 'I. U.S. Reg.

No.(s).:

1,219,309

Owner Information

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 NORTH 5TH STREET **Publication:** P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: HUISKEN MEAT CENTER, INC.

521 NORTH 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Assignment History

Assignee:

SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD

WINSTON SALES, NC 27105

Assignor:

SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded: Reel/frame: July 5, 2002

2542/0048

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assigned:

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June 25, 2002

Assignee: SARAMAR LLC (DELAWARE L.L.C.)

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor:

FHS, INC. (MINNESOTA CORP.)

Assignor:

HUISKEN MEATS, INC. (MINNESOTA CORP.)

Assignor: Recorded: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) November 13, 2001 Assigned:

October 12, 2001

Reel/frame:

2399/0298

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL



TASTE CLUB BY HUISKEN MEATS and Design

F-20

Status:

ABANDONED - NO

STATEMENT OF USE

Date:

December 6, 2001

Goods/Services:

Int'l. Class:

29

(U.S. Class: 46)

Most Recent Owner:

BEEF PATTIES

HUISKEN MEATS, INC. (MINNESOTA CORP.)

Serial No.:

76-017324

Filed:

April 4, 2000

Published:

March 13, 2001

Add 'I. U.S. Reg.

No.(s).:

1,219,309, 1,934,952, 1,962,738

"MEATS"

Additional Info:

Disclaimer:

FILED AS INTENT TO USE

Owner Information

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER, MN 56122

Correspondent: JOHN W. ALBRECHT

MERCHANT & GOULD PC

PO BOX 2910

MINNEAPOLIS MN 55402-0910

Assignment History

Assignee:

HUISKEN MEATS, INC. (MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

Assignor:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Assigned:

Recorded: Reel/frame:

May 18, 2001 2303/0518

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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April 25, 2001



HUISKEN and Design

F-21

Status:

CANCELLED - SEC. 8 8 & 15

Date:

September 13, 2003

Affidavit(s):

8 & 15 November 5, 1988

Goods/Services:

Int'l. Class:

29

(U.S. Class: 46)

MEATS

First Use:

January 1, 1965

In Commerce:

May 1, 1977

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE CORP.)

Filed:

Registration No.:

Serial No.:

1,219,309 73-243286 Registered:

December 7, 1982 December 17, 1979

Published:

Disclaimer:

September 14, 1982

APPLICANT HEREBY DISCLAIMS THE DESCRIPTIVE

DESIGN OF "MEAT" APART FROM THE MARK AS

SHOWN.

Owner Information

1st New Owner

SARA LEE FOODS, INC. (DELAWARE CORP.)

After Registration:

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant:

HUISKEN MEAT CENTER (MINNESOTA CORP.)

CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER (MINNESOTA CORP.)

Publication:

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER (MINNESOTA CORP.)

CHANDLER, MN 56122

Correspondent: HERMAN H. BAINS

C/O WILLIAMSON, BAINS, MOORE & HANSEN

608 BUILDING, SUITE 668

MINNEAPOLIS, MINNESOTA 55402

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD

CINCINATTI, OH 45242

Assignor: Recorded: SARA LEE CORPORATION (MARYLAND CORP.)

September 8, 2006 Assigned:

September 13, 2004

Reel/frame:

3387/0417

CORRECTIVE ASSIGNMENT TO CORRECT THE **Action:**

REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

SARA LEE FOODS, INC. (DELAWARE LTD. Assignee:

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

SARA LEE CORPORATION (MARYLAND CORP.) Assignor:

September 13, 2004 Recorded: September 14, 2004 Assigned:

2935/0965 Reel/frame:

NUNC PRO TUNC Action:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. Assignee:

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD ROCHESTER, MN 56379

SARA LEE CORPORATION (CORP.) Assignor:

Assigned: Recorded: March 24, 2003

2699/0869 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

SARA LEE CORPORATION (MARYLAND CORP.) Assignee:

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

SARAMAR, LLC (DELAWARE, L.L.C.) Assignor:

Recorded: July 5, 2002 Assigned:

2542/0048 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

SARAMAR LLC (DELAWARE L.L.C.) Assignee:

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

FHS, INC. (MINNESOTA CORP.) Assignor:

HUISKEN MEATS, INC. (MINNESOTA CORP.) Assignor: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor: November 13, 2001 Assigned: October 12, 2001 Recorded:

2399/0298 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

October 4, 2002

June 25, 2002

DIXIE PRIDE

DIXIE PRIDE

F-22

Status:

REGISTERED

Date:

June 12, 2001

Goods/Services:

Int'l. Class:

29

(U.S. Class: 46)

BEEF PATTIES

First Use:

February 22, 1999

In Commerce:

February 22, 1999

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE CORP.)

Registration No.:

2,459,033 75-662192 Registered:

June 12, 2001

Serial No.: Published:

March 20, 2001

Filed:

March 17, 1999

Owner Information

1st New Owner

Registration:

SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant/

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Applicant:

P.O. BOX 38

CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication: P.O. BOX 38

CHANDLER, MN 56122

Correspondent: JOHN W. ALBRECHT

MERCHANT & GOULD PC

PO BOX 2910

MINNEAPOLIS MN 55402-0910

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD

CINCINATTI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

September 8, 2006 Assigned:

September 13, 2004

Recorded: Reel/frame:

3387/0417

Action:

CORRECTIVE ASSIGNMENT TO CORRECT THE

REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

Assignee:

SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

SARA LEE CORPORATION (MARYLAND CORP.) Assignor:

September 13, 2004 September 14, 2004 Assigned: Recorded:

2935/0965 Reel/frame:

Action: NUNC PRO TUNC

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. Assignee:

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD ROCHESTER, MN 56379

SARA LEE CORPORATION (CORP.) Assignor:

Recorded: March 24, 2003 Assigned:

2699/0869 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

SARA LEE CORPORATION (MARYLAND CORP.) Assignee:

> 1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

SARAMAR, LLC (DELAWARE, L.L.C.) Assignor:

Assigned: Recorded: July 5, 2002

Reel/frame: 2542/0048

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

SARAMAR LLC (DELAWARE L.L.C.) Assignee:

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor: FHS, INC. (MINNESOTA CORP.)

HUISKEN MEATS, INC. (MINNESOTA CORP.) Assignor: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor:

October 12, 2001 November 13, 2001 Assigned: Recorded:

Reel/frame: 2399/0298

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

HUISKEN MEATS, INC. (MINNESOTA CORP.) Assignee:

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Assignor: May 18, 2001 April 25, 2001 Recorded: Assigned:

2303/0518 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL **Action:**

October 4, 2002

June 25, 2002

TASTE CLUB

TASTE CLUB

F-23

Status:

REGISTERED

Date:

October 30, 2001

Goods/Services:

Int'l. Class:

29

(U.S. Class: 46)

BEEF PATTIES

First Use:

May 17, 2000

In Commerce:

October 10, 2000

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE CORP.)

Registration No.:

2,503,145 76-017457 Registered:

October 30, 2001

Serial No.: Published:

January 23, 2001

Filed:

April 4, 2000

Additional Info:

FILED AS INTENT TO USE - ACTUAL USE CLAIMED

Owner Information

Ist New Owner

Registration:

SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant/

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Applicant:

P.O. BOX 38

CHANDLER, MN 56122

Owner At **Publication:** HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) **P.O. BOX 38**

CHANDLER, MN 56122

Correspondent: JOHN W. ALBRECHT

MERCHANT & GOULD PC

PO BOX 2910

MINNEAPOLIS MN 55402-0910

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD

CINCINATTI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.) September 8, 2006 Assigned:

September 13, 2004

Recorded: Reel/frame:

3387/0417

Action:

CORRECTIVE ASSIGNMENT TO CORRECT THE REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

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REEL: 004073 FRAME: 0872

SARA LEE FOODS, INC. (DELAWARE LTD. Assignee:

> PARTNERSHIP) 10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded:

September 14, 2004 Assigned:

September 13, 2004

Reel/frame:

2935/0965

Action:

NUNC PRO TUNC

Assignee:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD ROCHESTER, MN 56379

Assignor:

SARA LEE CORPORATION (CORP.)

Assigned:

October 4, 2002

Recorded: Reel/frame:

2699/0869

March 24, 2003

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee:

SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor: Recorded: SARAMAR, LLC (DELAWARE, L.L.C.)

Assigned:

June 25, 2002

April 25, 2001

Reel/frame:

July 5, 2002 2542/0048

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee:

HUISKEN MEATS, INC. (MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

Assignor:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Assigned:

Recorded:

May 18, 2001

Reel/frame:

2303/0518

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

BESURE

BESURE

F-24

Status:

REGISTERED

Date:

July 1, 2003

Goods/Services:

29 Int'l. Class:

(U.S. Class: 46)

MEAT, NAMELY BEEF, PORK AND POULTRY

July, 2001

First Use:

In Commerce:

July, 2001

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE CORP.)

Registration No.:

2,732,886 76-226379 Registered:

July 1, 2003

Serial No.:

Filed:

March 19, 2001

Published:

July 2, 2002

FILED AS INTENT TO USE - ACTUAL USE CLAIMED

Owner Information

Additional Info:

1st New Owner

Registration:

SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant/

HUISKEN MEATS, INC. (MINNESOTA CORP.)

Applicant:

245 INDUSTRIAL BOULEVARD SAUK RAPIDS, MN 56379

Owner At

HUISKEN MEATS, INC. (MINNESOTA CORP.)

Publication:

245 INDUSTRIAL BOULEVARD

SAUK RAPIDS, MN 56379

Correspondent:

LAWRENCE M. NAWROCKI

NAWROCKI, ROONEY & SIVERSON, P.A.

SUITE 401

BROADWAY PLACE EAST, 3433 BROADWAY STREE

MINNEAPOLIS MN 55413

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE CORP.)

10151 CARVER ROAD CINCINATTI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded:

September 8, 2006 Assigned:

September 13, 2004

Reel/frame:

3387/0417

Action:

CORRECTIVE ASSIGNMENT TO CORRECT THE REMOVAL OF FIVE PROPERTIES THAT WERE

INADVERTENLY LISTED AND RECORDED AGAINST AN ASSIGNMENT PREVIOUSLY RECORDED ON REEL 002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS

THE ASSIGNS THE ENTIRE INTEREST.

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REEL: 004073 FRAME: 0874

SARA LEE FOODS, INC. (DELAWARE LTD. Assignee:

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded:

September 14, 2004 Assigned:

September 13, 2004

Reel/frame:

2935/0965

Action:

NUNC PRO TUNC

Assignee:

HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.

(MINNESOTA CORP.)

245 INDUSTRIAL BOULEVARD ROCHESTER, MN 56379

Assignor: Recorded: SARA LEE CORPORATION (CORP.)

March 24, 2003

Assigned:

October 4, 2002

June 25, 2002

Reel/frame:

2699/0869

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee:

Action:

SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor:

SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded:

Action:

July 5, 2002

2542/0048 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assigned:



TRAIL'S BEST and Design

F-25

Status:

CANCELLED - SEC. 8 8 & 15 Date: August 26, 2006

Affidavit(s):

8 & 15 October 25, 2001

Goods/Services:

Int'l. Class: 29

(U.S. Class: 46)

MEAT SNACKS, NAMELY STICKS, JERKY; AND CHEESE

First Use:

March 3, 1988

In Commerce:

March 3, 1988

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)

Registration No.:

1,936,660

Registered:

November 21, 1995

Serial No.:

74-541104

Filed:

June 21, 1994

Published:

August 29, 1995

Add 'l. U.S. Reg.

Disclaimer:

1,522,788

No.(s).:

"BEST"

Owner Information

Registration:

2nd New Owner SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

1st New Owner

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)

After

521 NORTH 5TH STREET CHANDLER, MN 56122

Registrant:

Registration:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication: 521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 56122

Correspondent:

BRUCE O. BRADFORD

SARA LEE CORPORATION

IP LAW DEPT.

1000 EAST HANES MILL ROAD WINSTON-SALEM NC 27105

Assignment History

Assignee: SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded:

September 14, 2004 Assigned:

September 13, 2004

June 25, 2002

April 25, 2001

Reel/frame:

2935/0965

Action:

NUNC PRO TUNC

Assignee:

SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD WINSTON SALES, NC 27105

Assignor: Recorded:

Reel/frame:

SARAMAR, LLC (DELAWARE, L.L.C.)

July 5, 2002

2542/0048

Assigned:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

SARAMAR LLC (DELAWARE L.L.C.) Assignee: SUITE 300

125 S. WACKER DRIVE

CHICAGO, IL 60606

FHS, INC. (MINNESOTA CORP.) Assignor:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor:

HUISKEN MEATS, INC. (MINNESOTA CORP.) Assignor: Recorded: November 13, 2001 Assigned: October 12, 2001

Reel/frame: 2399/0298

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignee:

P.O. BOX 38

CHANDLER,, MN 56122

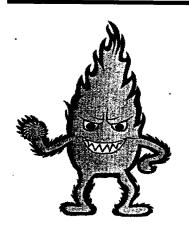
HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Assignor:

Recorded: May 21, 2001

Assigned: 2301/0205

Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:



MISCELLANEOUS DESIGN

F-26

Status:

CANCELLED - SEC. 8

Date:

July 16, 2005

Goods/Services:

Int'l. Class: 29 (U.S. Class: 46)

MEAT, NAMELY, BEEF, PORK AND POULTRY

First Use:

May 7, 1997

In Commerce:

May 7, 1997

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)

Registration No.:

Serial No.:

2,195,588 75-340243

Registered:

October 13, 1998

Published:

July 21, 1998

Filed:

August 13, 1997

Owner Information

1st New Owner

Registration:

SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 561220038

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 561220038

Applicant:

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET

P.O. BOX 38

CHANDLER, MN 561220038

Correspondent: HUISKEN MEAT CENTER INC

PO BOX 38

CHANDLER MN 56122-0038

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

Recorded: September 14, 2004 Assigned: 2935/0965

Reel/frame:

NUNC PRO TUNC

Action:

September 13, 2004

SARA LEE CORPORATION (MARYLAND CORP.) Assignee:

1000 EAST HANES MILL ROAD

WINSTON SALES, NC 27105

Assignor: SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded: July 5, 2002 Assigned:

Reel/frame: 2542/0048

ASSIGNS THE ENTIRE INTEREST AND GOODWILL **Action:**

SARAMAR LLC (DELAWARE L.L.C.) Assignee:

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

FHS, INC. (MINNESOTA CORP.) Assignor:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignor:

Assignor: HUISKEN MEATS, INC. (MINNESOTA CORP.)

Recorded: November 13, 2001 Assigned: October 12, 2001 Reel/frame: 2399/0298

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) Assignee: P.O. BOX 38

CHANDLER,, MN 56122

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) Assignor:

Recorded: May 21, 2001 Assigned: April 25, 2001 2301/0205 Reel/frame:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL Action:

June 25, 2002



BLAZIN' HOT and Design

F-27

Status:

REGISTERED 8 FILED

Date:

November 3, 1998

Affidavit(s):

8 FILED

Goods/Services:

Int'l. Class: 29

(U.S. Class: 46)

MEAT, NAMELY, BEEF, PORK AND POULTRY

First Use:

May 7, 1997

In Commerce:

May 7, 1997

Most Recent Owner:

SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)

Registration No.:

2.201.255

Registered:

November 3, 1998

Serial No.:

75-340244

Filed:

August 13, 1997

Published:

August 11, 1998

Owner Information

1st New Owner

Registration:

SARA LEE FOODS, INC. (DELAWARE CORP.)

After

10151 CARVER ROAD LAW DEPARTMENT

CINCINNATI, OH 45242

Registrant/

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

521 N. 5TH STREET Applicant:

P.O. BOX 38

CHANDLER, MN 561220038

Owner At

HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

Publication:

521 N. 5TH STREET P.O. BOX 38

CHANDLER, MN 561220038

Correspondent:

HUISKEN MEAT CENTER INC

PO BOX 38

CHANDLER MN 56122-0038

Assignment History

Assignee:

SARA LEE FOODS, INC. (DELAWARE LTD.

PARTNERSHIP)

10151 CARVER ROAD LAW DEPARTMENT CINCINNATI, OH 45242

Assignor:

SARA LEE CORPORATION (MARYLAND CORP.)

September 14, 2004 Assigned: Recorded:

Reel/frame:

Action:

2935/0965 NUNC PRO TUNC

Assignee:

SARA LEE CORPORATION (MARYLAND CORP.)

1000 EAST HANES MILL ROAD

WINSTON SALES, NC 27105

Assignor:

SARAMAR, LLC (DELAWARE, L.L.C.)

Recorded:

July 5, 2002

Assigned:

June 25, 2002

September 13, 2004

Reel/frame:

2542/0048

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee:

SARAMAR LLC (DELAWARE L.L.C.)

SUITE 300

125 S. WACKER DRIVE CHICAGO, IL 60606

Assignor:

FHS, INC. (MINNESOTA CORP.)

Assignor:

HUISKEN MEATS, INC. (MINNESOTA CORP.)

Assignor: Recorded: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.) November 13, 2001 Assigned:

October 12, 2001

April 25, 2001

Reel/frame:

2399/0298

Action:

ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee:

TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)

P.O. BOX 38

CHANDLER,, MN 56122

Assignor: Recorded: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)

May 21, 2001 Assigned:

Reel/frame: Action:

2301/0205 ASSIGNS THE ENTIRE INTEREST AND GOODWILL

REEL: 004073 FRAME: 0882

Reported Owner Index

In the following index, owners of USPTO registrations are defined as the most recent chronological owner in the record, including assignments, but excluding security assignments (where possible).

Although CT Corsearch makes an attempt to correlate and display common ownership of trademarks, inconsistencies in the data supplied by our providers may cause commonly owned records to be misrepresented or omitted. CT Corsearch cannot guarantee the accuracy or consistency of owner data and recommends further investigation to confirm common ownership information provided herein.

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HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)				
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BIG HUMMER (Stylized)	ABANDONED - NO STATEMENT OF USE	29	F-14	25
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HAPPY TRAILS and Design	CANCELLED - SEC. 8	29	F-11	20
HAPPY TRAILS BY HUISKEN and Design	ABANDONED - NO STATEMENT OF USE	29	F-13	24
KIPPERED BEEF BANDITS	ABANDONED	29	F-7	18
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HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.				
(MINNESOTA CORP.)			Y. B. Brand	
EASY FIXIN'S	ABANDONED - FAILURE TO RESPOND	29	F-2	13
HUISKEN and Design	RENEWED 8 & 15	29	F-I	H
TAILGATER STADIUM PACK	ABANDONED - FAILURE TO RESPOND	29	F-3	14
HUISKEN MEATS, INC. (MINNESOTA CORP.)				
TASTE CLUB BY HUISKEN MEATS and Design	ABANDONED - NO STATEMENT OF USE	29	F-20	34
MONOGRAM MEAT SNACKS, LLC (TENNESSEE				
LIMITED LIABILITY COMPANY)				
TRAIL'S BEST	REGISTERED 8 & 15	29	F-17	28
SARA LEE CORPORATION (MARYLAND CORP.)				
HUISKEN (Stylized)	CANCELLED - SEC. 8 PRINCIPAL REGISTER -	29	F-19	32
RG'S RG'S and Design	SEC. 2(F) CANCELLED - SEC. 8	29	F-18	30
		St. Miles (St. 100)	toga ki dan dan jaran sa sa sa	wante that dispute the second
SARA LEE FOODS, INC. (DELAWARE CORP.)	建筑的建筑的 的建筑。		MELET MELET	byking fari
BESURE DIXIE PRIDE	REGISTERED	29	F-24	41
	REGISTERED	29	F-22	37
HUISKEN and Design	CANCELLED - SEC. 8 8 & 15	29	F-21	35
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Owner	Status	Int. Class	Doc No.	Page
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BLAZIN' HOT and Design	REGISTERED 8 FILED	29	F-27	48
MISCELLANEOUS DESIGN	CANCELLED - SEC. 8	29	F-26	45
TRAIL'S BEST and Design	CANCELLED - SEC. 8 8 &	29	F-25	43
-	15			

SCHEDULE C

(Licenses)

4570665

TRADEMARK
RECORDED: 10/05/2009 REEL: 004073 FRAME: 0886