

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

900144655

**TRADEMARK
 REEL: 004073 FRAME: 0781**

CH \$165.00 74541102

Address Line 1: One US Bank Plaza
Address Line 2: Thompson Coburn LLP
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	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: **Name:** TIFFANY L. SCHWARTZ
 Company: ONE US BANK PLAZA
 Fax Number: 13145527363
 Voice Phone:

From: **Name:** ASSIGNMENT SERVICES BRANCH
 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

TRADEMARK
REEL: 004073 FRAME: 0785

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

900142339

SEPTEMBER 09, 2009

PTAS

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

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

LAZENA MARTIN, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/01/2009
900142339

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Correction to Cover Sheet recorded at Reel/Frame No. 3813/0546 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			
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314.552.6383			
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/			

CH \$40.00 1522788

TRADEMARK
REEL: 004073 FRAME: 0788

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

Date:

09/01/2009

Total Attachments: 47

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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

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

limitation, common law rights and each mark and application listed on Schedule B, 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 "Trademarks");

(c) the license(s) listed on Schedule C 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 foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(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;

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

(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. Inspection Rights; Product Quality. 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. Further Assurances. 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. Additional Patents, Trademarks and Licenses. 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

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

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. Modification by Agent. Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, and/or C 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. Use of Patents, Trademarks and Licenses. 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.

8. 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. Termination of Agreement. 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

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

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. **Preservation of Patents, Trademarks and Licenses.** 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. **No Waiver.** 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. **Severability.** 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. **Amendments.** 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. **Successors and Assigns.** 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.

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

17. Governing Law. 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)

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

**SIGNATURE PAGE-
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Debtor:

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

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 AgentBy: 

Juli Van Hook, Senior Vice President

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

SCHEDULE A

(Patents and Patent Applications)

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

SCHEDULE B

(Trademarks and Trademark Applications)

4570665

TRADEMARK
REEL: 004073 FRAME: 0798

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

Mark Searched: HUISKEN MEAT COMPANY, INC.

Federal Summary

	Federal Trademark References	Status	Doc No.	Page
	HUISKEN and Design (Incl. Class 29) SN 74-541102 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)	RENEWED 8 & 15	F-1	11
	EASY FIXIN'S (Incl. Class 29) SN 76-541040 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)	ABANDONED - FAILURE TO RESPOND	F-2	13
	TAILGATER STADIUM PACK (Incl. Class 29) SN 76-541079 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)	ABANDONED - FAILURE TO RESPOND	F-3	14
①	BIG and Design (Incl. Class 29) SN 75-041084 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - AFTER TTAB PROCEEDING	F-4	15
①	THE BIG (Stylized) (Incl. Class 29) SN 75-041550 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - AFTER TTAB PROCEEDING	F-5	16
①	BIG SLIM (Incl. Class 29) SN 73-046475 CONAGRA FOODS, INC. (DELAWARE CORP.)	RENEWED 8 & 15	F-6	17
	KIPPERED BEEF BANDITS (Incl. Class 29) SN 73-573343 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED	F-7	18
	RGS (Stylized) (Incl. Class 29) SN 73-784497 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	CANCELLED - SEC. 8	F-8	19
	HAPPY TRAILS and Design (Incl. Class 29) SN 74-119718 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	CANCELLED - SEC. 8	F-9	20
	RANCHER (Incl. Class 29) SN 74-274248 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - FAILURE TO RESPOND	F-10	21
	HAPPY TRAILS and Design (Incl. Class 29) SN 74-375462 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	CANCELLED - SEC. 8	F-11	22
	SPORTSMAN'S PACK (Stylized) (Incl. Class 29) SN 74-545609	ABANDONED - FAILURE TO RESPOND	F-12	23

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

Searched HUISKEN MEAT COMPANY

Federal Summary (cont'd)

Federal Trademark References	Status	Doc No.	Page
HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
HAPPY TRAILS BY HUISKEN and Design (Int'l. Class 29)	ABANDONED - NO STATEMENT OF USE	F-16	24
SN 75-021980 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
BIG HUMMER (Stylized) (Int'l. Class 29)	ABANDONED - NO STATEMENT OF USE	F-17	25
SN 75-021981 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
ELI FEELER (Stylized) (Int'l. Class 29)	ABANDONED - NO STATEMENT OF USE	F-18	26
SN 75-021982 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
HOUSE MINT (Stylized) (Int'l. Class 29)	ABANDONED - NO STATEMENT OF USE	F-18	27
SN 75-021983 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
TRAIL SHEET (Int'l. Class 29)	REGISTERED IN PART	F-17	28
SN 73-716127 MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED LIABILITY COMPANY)			
RG'S RG'S and Design (Int'l. Class 29)	CANCELLED - SEC. 8	F-18	30
SN 74-541103 SARA LEE CORPORATION (MARYLAND CORP.)			
HUISKEN (Stylized) (Int'l. Class 29)	CANCELLED - SEC. 8 PRINCIPAL REGISTER SEC. 2(B)	F-19	32
SN 74-541105 SARA LEE CORPORATION (MARYLAND CORP.)			
TASTE CLUB BY HUISKEN MEATS and Design (Int'l. Class 29)	ABANDONED - NO STATEMENT OF USE	F-20	34
SN 76-017324 HUISKEN MEATS, INC. (MINNESOTA CORP.)			
HUISKEN and Design (Int'l. Class 29)	CANCELLED - SEC. 8 & 15	F-21	35
SN 73-243286 SARA LEE FOODS, INC. (DELAWARE CORP.)			
DIXIE PRIDE (Int'l. Class 29)	REGISTERED	F-22	37
SN 75-662192 SARA LEE FOODS, INC. (DELAWARE CORP.)			
TASTE CLUB (Int'l. Class 29)	REGISTERED	F-22	39
SN 76-017457 SARA LEE FOODS, INC. (DELAWARE CORP.)			

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

Mark Searched: HUSKINFEED COMPANY

Federal Summary (cont'd)

Federal Trademark References	Status	Doc No.	Page
RESURE (Int. Class 29) SN 76-226379 SARA LEE FOODS, INC. (DELAWARE CORP.)	REGISTERED	F-25	47
TRAIL'S BEST (and Design) (Int. Class 30) SN 74-541104 SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)	CANCELLED	SEC 8	
MISCELLANEOUS DESIGN (Int. Class 27) SN 75-340243 SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)	CANCELLED	SEC 8	24
BLAZIN' HOT (Int. Class 29) SN 75-340244 SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)	REGISTERED	F-27	48

1# Indicates related TTAB proceeding

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

Federal Owner Search Results



HUISKEN and Design

F-1

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

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

Renewed: March 19, 2006

Serial No.: 74-541102 **Filed:** 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 After Registration: HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.
(MINNESOTA CORP.)
245 INDUSTRIAL BLVD.
ROCHESTER, MN 56379

3rd New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
LAW DEPARTMENT
CINCINNATI, OH 45242

2nd New Owner After Registration: SARAMAR, L.L.C. (DELAWARE LIMITED LIABILITY COMPANY)
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

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

Owner At Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)
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
CINCINNATI, 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 INADVERTENTLY 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:** June 25, 2002

Reel/frame: 2542/0048

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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

HUISKEN MEAT COMPANY

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: 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

EASY FIXIN'S**EASY FIXIN'S**

F-2

Status: ABANDONED - FAILURE TO RESPOND **Date:** May 27, 2007

Goods/Services:

Int'l. Class: 29 **(U.S. Class:** 46)
MEALS CONSISTING PRIMARILY OF MEAT COMMERCIALY 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

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

Mark Searched: HUISKEN MEAT COMPANY

**TAILGATER
STADIUM PACK****TAILGATER STADIUM PACK****F-3****Status:** ABANDONED - FAILURE TO RESPOND **Date:** May 31, 2005**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

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

**BIG and Design**

F-4

Status: ABANDONED - AFTER TTAB **Date:** March 8, 2000
PROCEEDING

Goods/Services:

Int'l. Class: 29 **(U.S. Class: 46)**
 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:** January 11, 1996
Published: November 10, 1998

TTAB History

Opposition: 91113699 **Filed:** April 9, 1999
Plaintiff: GFI HOLDINGS, INC.
SN/RN: SN 73046475 - RN 1023351
Mark(s): BIG SLIM
Mark Text: BIG SLIM
Defendant: HUISKEN MEAT CENTER, INC.
SN/RN: SN 75041084; 75041550
Mark(s): BIG, THE BIG
Mark Text: BIG AND DESIGN
Status: TERMINATED, March 8, 2000
Decision: SUSTAINED, March 8, 2000

Owner Information

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

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 **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.)

Recorded: September 30, 1992 **Assigned:** July 28, 1992

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:
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. KRAMÉ
STRUM, MARX AND KRAMÉ
SUITE 505
1156 15TH ST., N. W.
WASHINGTON, D. C. 20005

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

RG'S**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.: 1,563,578 **Registered:** October 31, 1989
Serial No.: 73-784497 **Filed:** 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

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

**LIL' FELLER (Stylized)****F-15****Status:** 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.:** 75-021982
Published: October 29, 1996**Filed:** November 20, 1995**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

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



Half Pint Graphic

HALF PINT (Stylized)**F-16****Status:** 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
Published: October 29, 1996**Filed:** November 20, 1995**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

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

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.:** 73-716127 **Filed:** March 11, 1988**Published:** August 16, 1988**Disclaimer:** "BEST"**Owner Information****2nd New Owner After Registration:** MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
3205 PLAYERS CLUB PARKWAY
MEMPHIS, TN 38125**1st New Owner After Registration:** 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 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:** BRUCE O. BRADFORD
SARA LEE CORPORATION
IP LAW DEPT.
1000 EAST HANES MILL ROAD
WINSTON-SALEM NC 27105**Assignment History**

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

TRADEMARK COMPANY

Assignee: MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
3205 PLAYERS CLUB PARKWAY
MEMPHIS, TN 38125

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

Recorded: August 11, 2006 **Assigned:** May 8, 2006

Reel/frame: 3367/0561

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, LLC.)

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

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: 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

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

**RG'S RG'S and Design**

F-18

Status: CANCELLED - SEC. 8 **Date:** August 17, 2002**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: SARA LEE CORPORATION (MARYLAND CORP.)

Registration No.: 1,934,951 **Registered:** November 14, 1995
Serial No.: 74-541103 **Filed:** June 21, 1994
Published: August 22, 1995

Add'l. 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: 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: TERMINATED, May 5, 1997
Decision: 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

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

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:** June 25, 2002

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

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

Mark Searched

HUISKEN (Stylized)

F-19

HUISKEN

Status: CANCELLED - SEC. 8 **Date:** August 17, 2002
 PRINCIPAL REGISTER - SEC.
 2(F)

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'l. U.S. Reg. No.(s): (,219,309

Owner Information

Registrant: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)
 521 NORTH 5TH STREET
 P.O. BOX 38
 CHANDLER, MN 56122

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

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

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

**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)**
 BEEF PATTIES

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

Serial No.: 76-017324 **Filed:** April 4, 2000
Published: March 13, 2001

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

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

**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.)**Registration No.:** 1,219,309 **Registered:** December 7, 1982**Serial No.:** 73-243286 **Filed:** December 17, 1979**Published:** September 14, 1982**Disclaimer:** APPLICANT HEREBY DISCLAIMS THE DESCRIPTIVE DESIGN OF "MEAT" APART FROM THE MARK AS SHOWN.**Owner Information****1st New Owner After Registration:** SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
LAW DEPARTMENT
CINCINNATI, OH 45242**Registrant:** HUISKEN MEAT CENTER (MINNESOTA CORP.)
CHANDLER, MN 56122**Owner At Publication:** HUISKEN MEAT CENTER (MINNESOTA CORP.)
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
CINCINNATI, OH 45242**Assignor:** SARA LEE CORPORATION (MARYLAND CORP.)**Recorded:** September 8, 2006 **Assigned:** September 13, 2004**Reel/frame:** 3387/0417

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

Action: CORRECTIVE ASSIGNMENT TO CORRECT THE REMOVAL OF FIVE PROPERTIES THAT WERE INADVERTENTLY 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:** June 25, 2002
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

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

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 **Registered:** June 12, 2001**Serial No.:** 75-662192 **Filed:** March 17, 1999**Published:** March 20, 2001**Owner Information****1st New Owner After Registration:** SARA LEE FOODS, INC. (DELAWARE CORP.)
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
CINCINNATI, 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 INADVERTENTLY 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

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

Mark searched: HUISKEN MEAT COMPANY

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, L.L.C.)
Recorded: July 5, 2002 **Assigned:** June 25, 2002
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

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

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

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 **Registered:** October 30, 2001**Serial No.:** 76-017457 **Filed:** April 4, 2000**Published:** January 23, 2001**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**Registration:** 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
CINCINNATI, 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
INADVERTENTLY LISTED AND RECORDED AGAINST AN
ASSIGNMENT PREVIOUSLY RECORDED ON REEL
002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS
THE ASSIGNS THE ENTIRE INTEREST.

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

Mark Searcher: HUISKEN MEAT COMPANY

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:** 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

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

BESURE**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 After Registration:** SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
LAW DEPARTMENT
CINCINNATI, OH 45242**Registrant/Applicant:** HUISKEN MEATS, INC. (MINNESOTA CORP.)
245 INDUSTRIAL BOULEVARD
SAUK RAPIDS, MN 56379**Owner At Publication:** HUISKEN MEATS, INC. (MINNESOTA CORP.)
245 INDUSTRIAL BOULEVARD
SAUK RAPIDS, MN 56379**Correspondent:** LAWRENCE M. NAWROCKI
NAWROCKI, ROONEY & SIVERSON, P.A.
SUITE 401
BROADWAY PLACE EAST, 3433 BROADWAY STREET
MINNEAPOLIS MN 55413**Assignment History****Assignee:** SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
CINCINNATI, 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
INADVERTENTLY LISTED AND RECORDED AGAINST AN
ASSIGNMENT PREVIOUSLY RECORDED ON REEL
002935 FRAME 0965. ASSIGNOR(S) HEREBY CONFIRMS
THE ASSIGNS THE ENTIRE INTEREST.

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

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: HUSKEN 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:** June 25, 2002
Reel/frame: 2542/0048
Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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

**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. No.(s): 1,522,788**Disclaimer:** "BEST"**Owner Information**

2nd New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
 10151 CARVER ROAD
 LAW DEPARTMENT
 CINCINNATI, OH 45242

1st New Owner After Registration: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)
 521 NORTH 5TH STREET
 CHANDLER, MN 56122

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: BRUCE O. BRADFORD
 SARA LEE CORPORATION
 IP LAW DEPT.
 1000 EAST HANES MILL ROAD
 WINSTON-SALEM NC 27105

Assignment History

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

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

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

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

**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.: 2,195,588 **Registered:** October 13, 1998
Serial No.: 75-340243 **Filed:** August 13, 1997
Published: July 21, 1998

Owner Information

1st New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
 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 Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)
 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:** September 13, 2004
Reel/frame: 2935/0965
Action: NUNC PRO TUNC

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

~~TRADEMARK - HUI SKEN MEAT COMPANY~~

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

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

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



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

**BLAZIN' HOT and Design****F-27****Status:** REGISTERED & 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 After Registration: 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: 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

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

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

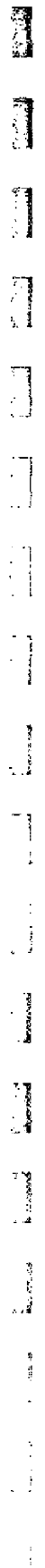
Assignee: SARAMAR LLC (DELAWARE LLC.)
SUITE 300
125 S. WACKER DRIVE
CHICAGO, IL 60606

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: 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

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



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

Mark Searched: HUISKEN MEAT COMPANY

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.

Owner	Status	Int. Class	Doc No.	Page
MONOGRAM FOODS, INC. (DELAWARE CORP.)				
BIG SLIM	RENEWED 8 & 15	29	F-6	17
HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)				
BIG and Design	ABANDONED - AFTER TTAB PROCEEDING	29	F-4	15
BIG HUMMER (Stylized)	ABANDONED - NO STATEMENT OF USE	29	F-14	25
HALF PINT (Stylized)	ABANDONED - NO STATEMENT OF USE	29	F-16	27
HAPPY TRAILS and Design	CANCELLED - SEC. 8	29	F-9	20
HAPPY TRAILS and Design	CANCELLED - SEC. 8	29	F-11	22
HAPPY TRAILS BY HUISKEN and Design	ABANDONED - NO STATEMENT OF USE	29	F-13	24
KIPPERED BEEF BANDITS	ABANDONED	29	F-7	18
LIL' FELLER (Stylized)	ABANDONED - NO STATEMENT OF USE	29	F-15	26
RANCHER	ABANDONED - FAILURE TO RESPOND	29	F-10	21
RG'S (Stylized)	CANCELLED - SEC. 8	29	F-8	19
SPORTSMAN'S PACK (Stylized)	ABANDONED - FAILURE TO RESPOND	29	F-12	23
THE BIG (Stylized)	ABANDONED - AFTER TTAB PROCEEDING	29	F-5	16
HUISKEN MEAT COMPANY OF SALEM RAPIDS, INC. (MINNESOTA CORP.)				
EASY FIXIN'S	ABANDONED - FAILURE TO RESPOND	29	F-2	13
HUISKEN and Design	RENEWED 8 & 15	29	F-1	11
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 - SEC. 2(F)	29	F-19	32
RG'S RG'S and Design	CANCELLED - SEC. 8	29	F-18	30
SARA LEE FOODS, INC. (DELAWARE CORP.)				
BESURE	REGISTERED	29	F-24	41
DIXIE PRIDE	REGISTERED	29	F-22	37
HUISKEN and Design	CANCELLED - SEC. 8 & 15	29	F-21	35
TASTE CLUB	REGISTERED	29	F-23	39

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

MUSKIE MEAT COMPANY

Owner	Status	Int. Class	Doc No.	Page
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SABINIE FOODS INC (DELAWARE) TO
PARENTERSON

BLAZIN' HOT and Design	REGISTERED & FILED	29	F-27	48
MISCELLANEOUS DESIGN	CANCELLED - SEC. 8	29	F-26	45
TRAIL'S BEST and Design	CANCELLED - SEC. 8 &	29	F-25	43
	15			

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

SCHEDULE C

(Licenses)

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**

CH \$190.00 74541102

Address Line 2: One U.S. Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299/69400
NAME OF SUBMITTER:	Kenneth Solomon
Signature:	/Kenneth Solomon/
Date:	08/30/2007

Total Attachments: 47

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TRADEMARK
REEL: 004073 FRAME: 0838

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TRADEMARK
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. 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

limitation, common law rights and each mark and application listed on Schedule B, 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 "Trademarks");

(c) the license(s) listed on Schedule C 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 foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(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;

(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. Inspection Rights; Product Quality. 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. Further Assurances. 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. Additional Patents, Trademarks and Licenses. 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

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. Modification by Agent. Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, and/or C 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. Use of Patents, Trademarks and Licenses. 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.

8. 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. Termination of Agreement. 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

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. Preservation of Patents, Trademarks and Licenses. 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. No Waiver. 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. Severability. 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. Amendments. 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. Successors and Assigns. 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.

17. Governing Law. 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)

**SIGNATURE PAGE-
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Debtor:

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

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

By: 

Juli Van Hook, Senior Vice President

SCHEDULE A

(Patents and Patent Applications)

SCHEDULE B

(Trademarks and Trademark Applications)

Federal Summary

	Federal Trademark References	Status	Doc No.	Page
	HUISKEN and Design (Int'l. Class: 29) SN 74-541102 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)	RENEWED 8 & 15	F-1	11
	EASY FIXIN'S (Int'l. Class: 29) SN 76-541040 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)	ABANDONED - FAILURE TO RESPOND	F-2	13
	TAILGATER STADIUM PACK (Int'l. Class: 29) SN 76-541079 HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)	ABANDONED - FAILURE TO RESPOND	F-3	14
①	BIG and Design (Int'l. Class: 29) SN 75-041084 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - AFTER TTAB PROCEEDING	F-4	15
①	THE BIG (Stylized) (Int'l. Class: 29) SN 75-041550 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - AFTER TTAB PROCEEDING	F-5	16
①	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 CORP.)	ABANDONED	F-7	18
	RG'S (Stylized) (Int'l. Class: 29) SN 73-784497 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	CANCELLED - SEC. 8	F-8	19
	HAPPY TRAILS and Design (Int'l. Class: 29) SN 74-119718 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	CANCELLED - SEC. 8	F-9	20
	RANCHER (Int'l. Class: 29) SN 74-274248 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - FAILURE TO RESPOND	F-10	21
	HAPPY TRAILS and Design (Int'l. Class: 29) SN 74-375462 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	CANCELLED - SEC. 8	F-11	22
	SPORTSMAN'S PACK (Stylized) (Int'l. Class: 29) SN 74-545609	ABANDONED - FAILURE TO RESPOND	F-12	23

Federal Summary (cont'd)

Federal Trademark References	Status	Doc No.	Page
HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)			
HAPPY TRAILS BY HUISKEN and Design (Int'l. Class: 29) SN 75-021980 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - NO STATEMENT OF USE	F-13	24
BIG HUMMER (Stylized) (Int'l. Class: 29) SN 75-021981 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - NO STATEMENT OF USE	F-14	25
LIL' FELLER (Stylized) (Int'l. Class: 29) SN 75-021982 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - NO STATEMENT OF USE	F-15	26
HALF PINT (Stylized) (Int'l. Class: 29) SN 75-021983 HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)	ABANDONED - NO STATEMENT OF USE	F-16	27
TRAIL'S BEST (Int'l. Class: 29) SN 73-716127 MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED LIABILITY COMPANY)	REGISTERED 8 & 15	F-17	28
RG'S RG'S and Design (Int'l. Class: 29) SN 74-541103 SARA LEE CORPORATION (MARYLAND CORP.)	CANCELLED - SEC. 8	F-18	30
HUISKEN (Stylized) (Int'l. Class: 29) SN 74-541105 SARA LEE CORPORATION (MARYLAND CORP.)	CANCELLED - SEC. 8 PRINCIPAL REGISTER - SEC. 2(F)	F-19	32
TASTE CLUB BY HUISKEN MEATS and Design (Int'l. Class: 29) SN 76-017324 HUISKEN MEATS, INC. (MINNESOTA CORP.)	ABANDONED - NO STATEMENT OF USE	F-20	34
HUISKEN and Design (Int'l. Class: 29) SN 73-243286 SARA LEE FOODS, INC. (DELAWARE CORP.)	CANCELLED - SEC. 8 & 15	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'l. Class: 29) SN 76-017457 SARA LEE FOODS, INC. (DELAWARE CORP.)	REGISTERED	F-23	39

Federal Summary (cont'd)

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

1# Indicates related TTAB proceeding

Federal Owner Search Results



HUISKEN and Design

F-1

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

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

Renewed: March 19, 2006

Serial No.: 74-541102 Filed: 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 After Registration: HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC.
(MINNESOTA CORP.)
245 INDUSTRIAL BLVD.
ROCHESTER, MN 56379

3rd New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
LAW DEPARTMENT
CINCINNATI, OH 45242

2nd New Owner After Registration: SARAMAR, L.L.C. (DELAWARE LIMITED LIABILITY COMPANY)
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

Owner At Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)
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
CINCINNATI, 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
INADVERTENTLY 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, L.L.C.)
Recorded: July 5, 2002 **Assigned:** June 25, 2002
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: 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:** April 25, 2001
Reel/frame: 2303/0518
Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

EASY FIXIN'S

EASY FIXIN'S

F-2

Status: ABANDONED - FAILURE TO RESPOND **Date:** May 27, 2007

Goods/Services:

Int'l. Class: 29 **(U.S. Class: 46)**
 MEALS CONSISTING PRIMARILY OF MEAT COMMERCIALY 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 RESPOND **Date:** May 31, 2005

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

F-4

Status: ABANDONED - AFTER TTAB **Date:** March 8, 2000
PROCEEDING

Goods/Services:

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

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:** January 11, 1996

Published: November 10, 1998

TTAB History

Opposition: 91113699 **Filed:** April 9, 1999

Plaintiff: GFI HOLDINGS, INC.

SN/RN: SN 73046475 - RN 1023351

Mark(s): BIG SLIM

Mark Text: BIG SLIM

Defendant: HUISKEN MEAT CENTER, INC.

SN/RN: SN 75041084; 75041550

Mark(s): BIG, THE BIG

Mark Text: 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

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.)
Recorded: September 30, 1992 **Assigned:** July 28, 1992
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:
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. KRAMÉ
STRUM, MARX AND KRAMÉ
SUITE 505
1156 15TH ST., N. W.
WAHSINGTON, D. C. 20005

RG'S**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.:** 1,563,578**Registered:**

October 31, 1989

Serial No.:

73-784497

Filed:

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



LIL' FELLER (Stylized)

F-15

Status: 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.: 75-021982
Published: October 29, 1996

Filed: November 20, 1995

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 Graphic

HALF PINT (Stylized)

F-16

Status: 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

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.: 73-716127 **Filed:** March 11, 1988
Published: August 16, 1988

Disclaimer: "BEST"

Owner Information

2nd New Owner After Registration: MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
 3205 PLAYERS CLUB PARKWAY
 MEMPHIS, TN 38125

1st New Owner After Registration: 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 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: BRUCE O. BRADFORD
 SARA LEE CORPORATION
 IP LAW DEPT.
 1000 EAST HANES MILL ROAD
 WINSTON-SALEM NC 27105

Assignment History

Assignee: MONOGRAM MEAT SNACKS, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
3205 PLAYERS CLUB PARKWAY
MEMPHIS, TN 38125
Assignor: SARA LEE FOODS, INC. (DELAWARE CORP.)
Recorded: August 11, 2006 **Assigned:** May 8, 2006
Reel/frame: 3367/0561
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

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



RG'S RG'S and Design

F-18

Status: CANCELLED - SEC. 8 **Date:** August 17, 2002

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: SARA LEE CORPORATION (MARYLAND CORP.)

Registration No.: 1,934,951 **Registered:** November 14, 1995
Serial No.: 74-541103 **Filed:** June 21, 1994
Published: August 22, 1995

Add'l. U.S. Reg. No.(s): 1,563,578

Description: THE STIPLING IS A FEATURE OF THE MARK AND DOES NOT INDICATE COLOR.

TTAB History

Opposition: 91103804 **Filed:** 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: TERMINATED, May 5, 1997
Decision: 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

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

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

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

HUISKEN

HUISKEN (Stylized)

F-19

Status: CANCELLED - SEC. 8 **Date:** August 17, 2002
PRINCIPAL REGISTER - SEC.
2(F)

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'l. 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 Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)
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

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



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)**
BEEF PATTIES

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

Serial No.: 76-017324 **Filed:** April 4, 2000
Published: March 13, 2001

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



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.)

Registration No.: 1,219,309 **Registered:** December 7, 1982

Serial No.: 73-243286 **Filed:** December 17, 1979

Published: September 14, 1982

Disclaimer: APPLICANT HEREBY DISCLAIMS THE DESCRIPTIVE DESIGN OF "MEAT" APART FROM THE MARK AS SHOWN.

Owner Information

1st New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
LAW DEPARTMENT
CINCINNATI, OH 45242

Registrant: HUISKEN MEAT CENTER (MINNESOTA CORP.)
CHANDLER, MN 56122

Owner At Publication: HUISKEN MEAT CENTER (MINNESOTA CORP.)
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: 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 INADVERTENTLY 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, L.L.C.)
Recorded: July 5, 2002 **Assigned:** June 25, 2002
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

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**Registered:** June 12, 2001**Serial No.:** 75-662192**Filed:** March 17, 1999**Published:** March 20, 2001**Owner Information**

1st New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
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
CINCINNATI, 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 INADVERTENTLY 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, L.L.C.)
Recorded: July 5, 2002 **Assigned:** June 25, 2002
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

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

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 **Registered:** October 30, 2001

Serial No.: 76-017457 **Filed:** April 4, 2000

Published: January 23, 2001

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

Owner Information

Ist New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
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
CINCINNATI, 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 INADVERTENTLY 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, L.L.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

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 After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
LAW DEPARTMENT
CINCINNATI, OH 45242

Registrant/Applicant: HUISKEN MEATS, INC. (MINNESOTA CORP.)
245 INDUSTRIAL BOULEVARD
SAUK RAPIDS, MN 56379

Owner At Publication: HUISKEN MEATS, INC. (MINNESOTA CORP.)
245 INDUSTRIAL BOULEVARD
SAUK RAPIDS, MN 56379

Correspondent: LAWRENCE M. NAWROCKI
NAWROCKI, ROONEY & SIVERSON, P.A.
SUITE 401
BROADWAY PLACE EAST, 3433 BROADWAY STREET
MINNEAPOLIS MN 55413

Assignment History

Assignee: SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
CINCINNATI, 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 INADVERTENTLY 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, L.L.C.)
Recorded: July 5, 2002 **Assigned:** June 25, 2002
Reel/frame: 2542/0048
Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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. No.(s): 1,522,788

Disclaimer: "BEST"

Owner Information

2nd New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.)
10151 CARVER ROAD
LAW DEPARTMENT
CINCINNATI, OH 45242

1st New Owner After Registration: TRAIL'S BEST SNACKS, INC. (MINNESOTA CORP.)
521 NORTH 5TH STREET
CHANDLER, MN 56122

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: BRUCE O. BRADFORD
SARA LEE CORPORATION
IP LAW DEPT.
1000 EAST HANES MILL ROAD
WINSTON-SALEM NC 27105

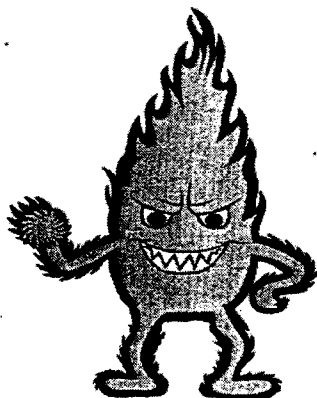
Assignment History

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
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

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



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.: 2,195,588 Registered: October 13, 1998

Serial No.: 75-340243 Filed: August 13, 1997

Published: July 21, 1998

Owner Information

Ist New Owner After Registration: SARA LEE FOODS, INC. (DELAWARE CORP.) 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 Publication: HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.) 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: 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

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



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 After Registration: 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

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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.

Owner	Status	Int. Class	Doc No.	Page
CONAGRA FOODS, INC. (DELAWARE CORP.)				
BIG SLIM	RENEWED 8 & 15	29	F-6	17
HUISKEN MEAT CENTER, INC. (MINNESOTA CORP.)				
BIG and Design	ABANDONED - AFTER TTAB PROCEEDING	29	F-4	15
BIG HUMMER (Stylized)	ABANDONED - NO STATEMENT OF USE	29	F-14	25
HALF PINT (Stylized)	ABANDONED - NO STATEMENT OF USE	29	F-16	27
HAPPY TRAILS and Design	CANCELLED - SEC. 8	29	F-9	20
HAPPY TRAILS and Design	CANCELLED - SEC. 8	29	F-11	22
HAPPY TRAILS BY HUISKEN and Design	ABANDONED - NO STATEMENT OF USE	29	F-13	24
KIPPERED BEEF BANDITS	ABANDONED	29	F-7	18
LIL' FELLER (Stylized)	ABANDONED - NO STATEMENT OF USE	29	F-15	26
RANCHER	ABANDONED - FAILURE TO RESPOND	29	F-10	21
RG'S (Stylized)	CANCELLED - SEC. 8	29	F-8	19
SPORTSMAN'S PACK (Stylized)	ABANDONED - FAILURE TO RESPOND	29	F-12	23
THE BIG (Stylized)	ABANDONED - AFTER TTAB PROCEEDING	29	F-5	16
HUISKEN MEAT COMPANY OF SAUK RAPIDS, INC. (MINNESOTA CORP.)				
EASY FIXIN'S	ABANDONED - FAILURE TO RESPOND	29	F-2	13
HUISKEN and Design	RENEWED 8 & 15	29	F-1	11
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 - SEC. 2(F)	29	F-19	32
RG'S RG'S and Design	CANCELLED - SEC. 8	29	F-18	30
SARA LEE FOODS, INC. (DELAWARE CORP.)				
BESURE	REGISTERED	29	F-24	41
DIXIE PRIDE	REGISTERED	29	F-22	37
HUISKEN and Design	CANCELLED - SEC. 8 8 & 15	29	F-21	35
TASTE CLUB	REGISTERED	29	F-23	39

Owner	Status	Int. Class	Doc No.	Page
SARA LEE FOODS, INC. (DELAWARE LTD. PARTNERSHIP)				
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)