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

1. Name of conveying party(ies):

Rich Products Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

No

Name: Providential Foods Corporation

Internal

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

Street Address: 81 Dingens Street

City: Buffalo

State: New York

Country: USA Zip: 14206

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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

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

Execution Date(s) February 10, 2010

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

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

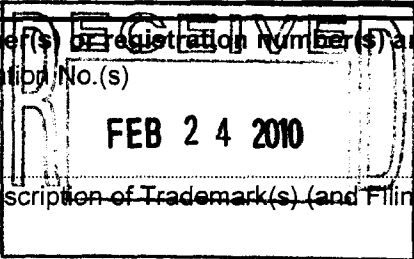
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2666070 and 3193623

Additional sheet(s) attached?  Yes  No

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



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

Name: Leslie Mark Greenbaum

Internal Address: Gross Shuman Brizdle & Gilfillan, P.C.

Street Address: 465 Main Street Suite #600

City: Buffalo

State: NY Zip: 14203

Phone Number: (716) 854-4300

Fax Number: (716) 854-2787

Email Address: lgreenbaum@gross-shuman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/24/2010 NJAMA1 00000011 2666070

01 FC:8521  
Deposit Account Number

48.00 OP  
25.00 OP

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

9. Signature:

Signature

February 22, 2010

Date

Leslie Mark Greenbaum

Name of Person Signing

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

5

01/15/10  
2-25-10

**ASSIGNMENT OF TRADEMARK, TRADE NAME  
AND GOODWILL**

**THIS ASSIGNMENT** (the "Assignment") is made and effective this 10th day of February, 2010, from **RICH PRODUCTS CORPORATION**, a Delaware Corporation, (hereinafter "Assignor") and **PROVIDENTIAL FOODS CORPORATION**, a Delaware Corporation (hereinafter the "Assignee").

**WHEREAS**, Assignee is acquiring certain assets of Assignor for purposes of engaging in a certain Italian Specialty Meats Business, and Assignor wishes to assign a certain trademark, trade name and the associated goodwill therein, to the Assignee,

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to: (a) the name, mark and style "DEL ORO", in any form or variant thereof, any and all foreign and domestic registrations of such name, mark and style, including but not limited to United States Trademark Registration No. 3193623, and including any re-issues or extensions of such registrations (collectively the "name") and including the right to sue for and recover damages in the name of the Assignee for any and all past and future infringements of such names (the "name rights"); and (b) any and all goodwill associated with such names and the use thereof (the "goodwill").

2. Assignor, and its respective successors and assigns, covenants and agrees with Assignee, its successors and assigns, that Assignor is the true and lawful owner of the name, name rights and goodwill, and has lawful authority to assign and transfer the name, name rights and goodwill free and clear of all liens and encumbrances, whatsoever.

3. Assignor agrees that it will hereinafter execute and deliver any further assignments, instruments of transfer, bills of sale, conveyances, oaths, declarations, powers of attorney and the like, as Assignee may reasonably request to more fully vest in the Assignee title to the name, name rights and goodwill, and in furtherance of Assignee's attempts to protect the name, name rights and goodwill.

4. This Assignment has been made in and shall be governed and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principals; shall be binding upon Assignor, and its respective successors and assigns; and may not be modified orally, but instead only by an agreement or instrument in writing.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**RICH PRODUCTS CORPORATION:**

By: W. E. Grier, Jr., VICE PRESIDENT  
William E. Grier, Jr., Vice President

Docs # 306784\2

TRADEMARK  
REEL: 004155 FRAME: 0736

**ASSIGNMENT OF TRADEMARK, TRADE NAME  
AND GOODWILL**

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**WHEREAS**, Assignee is acquiring certain assets of Assignor for purposes of engaging in a certain Italian Specialty Meats Business, and Assignor wishes to assign a certain trademark, trade name and the associated goodwill therein, to the Assignee,

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to: (a) the name, mark and style "Since 1931 Battistoni Italian Specialty Meats", in any form or variant thereof, any and all foreign and domestic registrations of such name, mark and style, including but not limited to United States Trademark Registration No. 2666070, and including any re-issues or extensions of such registrations (collectively the "name") and including the right to sue for and recover damages in the name of the Assignee for any and all past and future infringements of such names (the "name rights"); and (b) any and all goodwill associated with such names and the use thereof (the "goodwill").

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**IN WITNESS WHEREOF**, the undersigned has executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**RICH PRODUCTS CORPORATION:**

By: William E. Grieshaber, Jr., **VICE PRESIDENT**  
William E. Grieshaber, Jr., Vice President

Docs # 306782\2