

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jerky Snack Brands, Inc.		09/26/2010	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

Name:	L.S.I., Inc. - Mankato
Street Address:	1802 1st Avenue
City:	Mankato
State/Country:	MINNESOTA
Postal Code:	56001
Entity Type:	CORPORATION: WISCONSIN

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3723095	MOM APPROVED QUALITY COOL SEAL PNR PROOF OF PURCHASE
Registration Number:	3723094	PNR PIONEER BRAND RIP INTO IT BEEF JERKY
Registration Number:	3636356	RIP INTO IT
Registration Number:	1930358	PIONEER
Registration Number:	2857291	PIONEER BRAND
Registration Number:	3077202	ROAD READY CANISTER SNACKS
Registration Number:	1950583	SKINNY JOE SPICY SNAK-STIK
Registration Number:	1870705	SKINNY JOE

**CORRESPONDENCE DATA**

Fax Number: (612)332-9081  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 612-332-5300  
 Email: slindemeier@merchantgould.com  
 Correspondent Name: Merchant & Gould P.C.

OP \$215.00 3723095

Address Line 1: P.O. Box 2910  
Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	14306.00000010
NAME OF SUBMITTER:	Scott W. Johnston
Signature:	/SWJ/
Date:	10/05/2010

Total Attachments: 5  
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source=2010 09 26 Assignment from Jerky Snack to LSI Mankato#page5.tif

**ASSIGNMENT OF TRADEMARK**

This Assignment of Trademark (this "Assignment") is effective as of 12:00 a.m., Central Standard Time, on September 26, 2010 (the "Effective Time") by and between Jerky Snack Brands, Inc., a Michigan corporation having a principal place of business at 1802 1<sup>st</sup> Avenue, Mankato, Minnesota (hereinafter referred to as "Assignor") and L.S.I., Inc. – Mankato, a Wisconsin corporation ("Assignee") (each a "Party," and collectively, the "Parties").

**WHEREAS**, Assignor and Assignee and certain of their affiliates have entered into an Asset Purchase Agreement dated September 10, 2010 (the "Purchase Agreement") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement), providing for the purchase and sale of certain assets, including (i) a certain trademark license agreement, (ii) the registered trademarks described in Exhibit A hereto (the "Registered Trademarks") and (iii) the common law trademarks described in Exhibit B hereto (the "Common Law Trademarks") (the Registered Trademarks and Common Law Trademarks, collectively, the "Trademarks"); and

**WHEREAS**, the execution and delivery of this Assignment is a condition to Closing.

**NOW THEREFORE**, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective as of the Effective Time, and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns and transfers unto Assignee, its successors or assigns:
  - (a) all of Assignor's right, title and interest in and to the Trademark License Agreement, dated as of March 6, 2007, between Double B Foods, Inc. and Assignor (the "Trademark License"), and Assignee hereby assumes all of Assignor's obligations under the Trademark License and agrees to be bound by all the terms of the Trademark License.
  - (b) all of Assignor's right, title and interest in the Registered Trademarks, together with the goodwill associated exclusively with or symbolized by the Registered Trademarks; and
  - (c) all of Assignor's common law rights, if any, in the Common Law Trademarks, together with the goodwill, if any, associated exclusively with or symbolized by the Common Law Trademarks.
2. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Registered Trademarks or Trademark License. THE COMMON LAW TRADEMARKS ARE PROVIDED "AS-IS" AND ASSIGNOR DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMMON LAW TRADEMARKS,

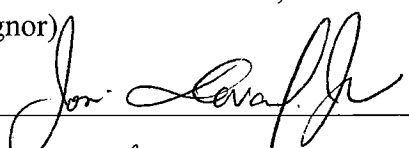
INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF TITLE, VALIDITY, ENFORCEABILITY AND NON-INFRINGEMENT.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the right or obligations of the Parties hereto under and the terms of, the Purchase Agreement. To the extent that any provisions of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the Parties to this Assignment. This Assignment is intended only to effect the assignment, sale, assumption and acceptance of the Trademarks and Trademark License as contemplated by the Purchase Agreement.
4. The provisions of Sections 10.1 (Amendments and Waiver), 10.4 (Rules of Construction), 10.5 (Counterparts), 10.6 (Successors and Assigns), 10.7 (Third Party Beneficiaries), 10.8 (Entire Agreement), 10.10 (Partial Invalidity), 10.11 (Dispute Resolution), and 10.12 (Governing Law; Jurisdiction) of the Purchase Agreement are incorporated herein by references and shall apply to the terms and provisions of this Assignment and the parties *mutatis mutandis*.

[Signature Page follows]

IN WITNESS THEREOF, the Parties have caused this Assignment to be executed this 27th day of September, 2010 to be effective as of the Effective Time.

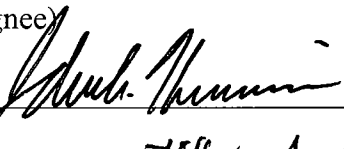
JERKY SNACK BRANDS, INC.  
(Assignor)

By: 

Printed Name: JOSE AUGUSTO DE CARVALHO JUNIOR

Title: CEO





L.S.I., INC. – MANKATO  
(Assignee)

By: 




Printed Name: JOHN A. HERMEIER

Title: CFO

**EXHIBIT A**

Trademark	Ser./Reg./App. No.	Full Goods/Services
	SN:77-415245 RN:3,723,095	(Int'l Class: 29) Meat-based snack foods; jerky
	SN:77-415205 RN:3,723,094	(Int'l Class: 29) Meat-based snack foods; jerky
<b>RIP INTO IT</b>	SN:77-415218 RN:3,636,356	(Int'l Class: 29) Meat-based snack foods; jerky
<b>PIONEER</b>	SN:74-134005 RN:1,930,358	(Int'l Class: 29) Beef jerky and sausage sticks
	SN:76-424248 RN:2,857,291	(Int'l Class: 29) Beef jerky and sausage sticks
<b>ROAD READY CANISTER SNACKS</b>	SN:76-594949 RN:3,077,202	(Int'l Class: 29) Meat snacks in the nature of sausage sticks
	SN:74-572025 RN:1,950,583	(Int'l Class: 29) Sausage sticks and beef jerky
<b>SKINNY JOE</b>	SN: 74/437926 RN: 1,870,705	(Int'l Class: 29) Beef jerky and sausage sticks

**Exhibit B**

Trademark	Ser./Reg./App. No.	Full Goods/Services
	SN:74-150654 RN:1,953,881	(Int'l Class: 30) Beef jerky and sausage sticks
	SN:76-308079 RN:2,620,937	(Int'l Class: 29) Meat snacks; namely beef jerky
	Common Law Trademark	