

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
E.W. Knauss & Son, Inc.		08/16/2004	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Alderfer, Inc.		
Street Address:	382 Main Street		
Internal Address:	PO Box 2		
City:	Harleysville		
State/Country:	PENNSYLVANIA		
Postal Code:	19438		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1254660	CARSON'S	
Registration Number:	1249180	KNAUSS	
CORRESPONDENCE DATA			
Fax Number:	(215)568-3439		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(215) 568-3100		
Email:	trademarks@woodcock.com		
Correspondent Name:	Denise I. Mroz, Woodcock Washburn LLP		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre, 12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891		
ATTORNEY DOCKET NUMBER:	DRXI-0195		
NAME OF SUBMITTER:	Denise I. Mroz		

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**TRADEMARK
 REEL: 004293 FRAME: 0957**

Signature:	/Denise I. Mroz/
Date:	10/11/2010
Total Attachments: 3 source=Updated Agreement of Sale#page1.tif source=Updated Agreement of Sale#page2.tif source=Updated Agreement of Sale#page3.tif	

AGREEMENT OF SALE AND AMENDED ASSET PURCHASE AGREEMENT

THIS AGREEMENT OF SALE AND AMENDED ASSET PURCHASE AGREEMENT is made this 16TH day of AUGUST, 2004, between **E.W. KNAUSS & SON, INC.**, a Pennsylvania business corporation with its principal office at 625 E. Broad Street, Quakertown, Pennsylvania (hereinafter called "Seller"), and **ALDERFER, INC.**, a Pennsylvania business corporation with its principal office at 382 Main Street, P.O. Box 2, Harleysville, Pennsylvania (hereinafter called "Buyer").

RECITALS

WHEREAS, the parties entered into an Asset Purchase Agreement dated June 16, 2004, for the purchase of Seller's meat drying and dehydrating, processing and distribution of dried beef business ("Dried Meat Business") serving various retail customers; and

[REDACTED]

WHEREAS, this Agreement of Sale and Amended Asset Purchase Agreement is intended to incorporate the provisions contained in the original Asset Purchase Agreement relating to the sale of assets, and to set forth the terms and conditions relating to the sale of the real estate.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. Purchase and Delivery of Assets.** Buyer agrees to purchase, and Seller agrees to sell, the following assets:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b. The following assets of Seller's Dried Meat Business:

- (1) All equipment;
- (2) All usable inventory;
- (3) All receivables;
- (4) Customer lists;
- (5) All brand names, trade marks, trade names, trade dress, including but not limited to the fictitious name Knauss Foods, Carsons, Andrews, Beardleys, and any and all other names relating to the Dried Meat Business;
- (6) All current contracts with food buyers and raw meat suppliers;
- (7) All product formulas, formulations and recipes;
- (8) All computer hardware and software;
- (9) The goodwill associated therewith.


33. Counterpart Execution. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

34. Parties in Interest. All the terms and provisions of this contract shall be binding on and inure to the benefit of, and be enforceable by, Seller and Buyer and their successors and assigns.

35. Integrated Contract. This contract constitutes the entire asset purchase agreement between the parties, and there are no other agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth or provided for in this contract.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

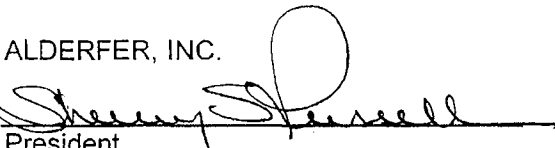
E.W. KNAUSS & SON, INC.

By: 
President

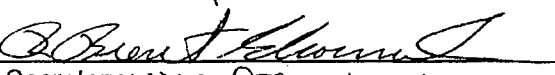
(CORPORATE SEAL)

Attest: 
Secretary

ALDERFER, INC.

By: 
President

(CORPORATE SEAL)

Attest: 
Secretary VICE PRESIDENT