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01-21-11 21:35 Pg: 4

O:VICTOR M. RIVERA TORRES COMPANY: AVE. FERNANDEZ JUNCOS 1502, ALTOS

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
Agri-Best Holdings, LLC		11/30/2010	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	JOSE SANTIAGO, INC.
Street Address:	MARGINAL CARR. #5 KM 4.4 URB. LUCHETTI
City:	BAYAMON
State/Country:	PUERTO RICO
Postal Code:	00959
Entity Type:	CORPORATION: located in Puerto Rico / citizenship: V.S.

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3246581	A CUT ABOVE PREMIUM BEEF BRAND
Registration Number:	3216653	A CUT ABOVE PREMIUM BEEF BRAND
Registration Number:	3216656	A CUT ABOVE PREMIUM PORK BRAND

CORRESPONDENCE DATA

Fax Number: (787)268-1835
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 787-727-5710
Email: victor.rivera@att.blackberry.net
Correspondent Name: VICTOR M. RIVERA TORRES
Address Line 1: AVE. FERNANDEZ JUNCOS 1502, ALTOS
Address Line 4: SANTURCE, PUERTO RICO 00909

NAME OF SUBMITTER:	VICTOR M. RIVERA TORRES
Signature:	VICTOR M. RIVERA TORRES/

OP \$90.00 3246581

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O:VICTOR M. RIVERA TORRES COMPANY:AVE. FERNANDEZ JUNCOS 1502. ALTOS

Date:

01/05/2011

Total Attachments: 3

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TRADEMARK
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective the 30 day of November, 2010, is by and between Agri-Best Holdings, LLC ("Assignor"), and José Santiago, Inc. ("Assignee").

WHEREAS, Assignor has adopted, used and is the owner of the right, title and interest in and to "A Cut Above" brand and all the trademarks, intellectual property, plates, proofs, artwork, *et al.* (hereinafter referred to as the "Trademark Rights"); and

WHEREAS, Assignee desires to acquire said Trademark Rights together with all of the goodwill of the business symbolized by the Trademark Rights; and

WHEREAS, it is desired that the assignment of said registrations and applications be made of record in the United States Patent and Trademark Office and other appropriate Patent and Trademark Offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby, grant, assign, transfer, convey and set over unto Assignee, all of Assignor's right, title and interest in and to the Trademark Rights, and all applications and all registrations therefor, and all usages of the trademarks and service marks that have not been applied for, if any, together with the goodwill of the business symbolized by the Trademark Rights, and all priority rights under any applicable convention, all rights to damages and profits, due or accrued, arising out of past or future infringements of said Trademark Rights, and the right to sue for and recover the same (collectively, the "Trademark Property").

ASSIGNEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT ASSIGNOR IS GRANTING, ASSIGNING, CONVEYING AND SETTING OVER AND ASSIGNEE IS PURCHASING AND ACCEPTING THE TRADEMARK PROPERTY ON

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AN "AS IS WITH ALL FAULTS" BASIS, AND THAT, ASSIGNEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM ASSIGNOR OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE TRADEMARK PROPERTY, INCLUDING, WITHOUT LIMITATION: (i) the quality, nature or adequacy of the trademark Property, (ii) the compliance of the Trademark Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (iii) the quality of any labor and materials used in connection with the Trademark Property, (iv) the registration of the Trademark Property with any government office, and (v) any potential infringements of the Trademark Property that may exist. The Assignee acknowledges and agrees that Assignor has no obligation or duty whatsoever to defend the Trademark Property against any potential infringement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer effective as of the day and year first written above.

Agri-Best Holdings, LLC

By: 
Name: Timothy Reiter
Its: President

Dated: 11/30/10

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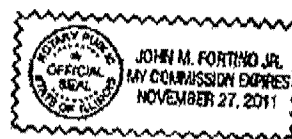
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STATE OF IL)
) ss
COUNTY OF Will)

I, John M Fortino Jr., a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Timothy Reiter, the President of Agri-Best Holdings, LLC, is personally known to me to be the same person whose name is subscribed to the foregoing Assignment, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of November, 2010.

[Signature]
Notary Public



UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

Eastern Division

In Re:
AGRI-BEST HOLDINGS, LLC,

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)
)
)
)

Case No.: 10-44595

Chapter 11

Honorable Eugene R. Wedoff

Debtor(s)

**ORDER GRANTING AGRI-BEST HOLDINGS, LLC'S MOTION FOR ENTRY OF AN ORDER
AUTHORIZING SALE OF TRADEMARK ON SHORTENED NOTICE**

Upon consideration of the motion of Agri-Best Holdings, LLC ("ABH"), pursuant to 11 U.S.C. § 363 and Fed. R. Bankr. P. 2002, 6004 and 9006, for the entry of an order approving the sale, free and clear of all liens, claims and interests, of ABH's Trademark (the "Motion"); unless defined herein, capitalized terms shall have the meaning ascribed to them in the Motion; due and proper notice of the Motion having been given; and the Court being fully advised in the premises, it is hereby ORDERED:

1. The Motion is granted.
2. The sale of the Trademark free and clear of all liens, claims and encumbrances is authorized to the Purchaser for the Purchase Price with such liens, claims or other interests to attach to the sale proceeds in the same order of priority as they are entitled under applicable law.
3. This Order shall be effective immediately and enforceable upon its entry. The stay imposed by Fed. R. Bank. P. 6004 is hereby waived.

Enter:



Honorable Eugene R. Wedoff
United States Bankruptcy Judge

Dated 11/24/2010

Prepared by counsel of Movant:

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