

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
HINSDALE FARMS, LTD		09/04/2012	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	MONOGRAM FROZEN FOODS, LLC		
Street Address:	930 South White Station		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38117		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1926612	BREAKFAST WRAPS	
Registration Number:	1859065	BURR RIDGE VALLEY	
Registration Number:	1797985	HINSDALE FARMS	
CORRESPONDENCE DATA			
Fax Number:	9015770812		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	901-577-8272		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Chad Wilgenbusch		
Address Line 1:	165 Madison Avenue, Suite 2000		
Address Line 2:	Baker, Donelson, Bearman, Caldwell & Ber		
Address Line 4:	Memphis, TENNESSEE 38103		
ATTORNEY DOCKET NUMBER:	2910330-32HINSDALE TO MON		
NAME OF SUBMITTER:	Chad Wilgenbusch		

OP \$90.00 1926612

Signature:	/Chad Wilgenbusch/
Date:	09/11/2012
Total Attachments: 3 source=Assignment.Hinsdale to Monogram Frozen#page1.tif source=Assignment.Hinsdale to Monogram Frozen#page2.tif source=Assignment.Hinsdale to Monogram Frozen#page3.tif	

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 24th day of September 2012, by **HINSDALE FARMS, LTD.**, an Indiana corporation with its principal place of business at 50900 Fox Trail, Granger, Indiana 46530 ("Assignor"), to **MONOGRAM FROZEN FOODS, LLC**, a Tennessee limited liability company with its principal place of business at 930 South White Station, Memphis, Tennessee 38117 ("Assignee").

RECITAL

Assignor, Phillip M. Smith, Milton C. Smith and Assignee are parties to an Asset Purchase and Contribution Agreement dated as of July 23, 2012 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation certain servicemarks, trademarks and trade names of Assignor used in connection with the Business (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks (as defined in the Agreement), as more particularly listed on Schedule A annexed hereto and incorporated herein by reference.

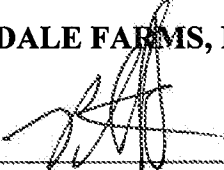
NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR:

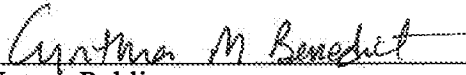
HINSDALE FARMS, LTD.

By: 
Philip M. Smith
Its: Vice President and Secretary

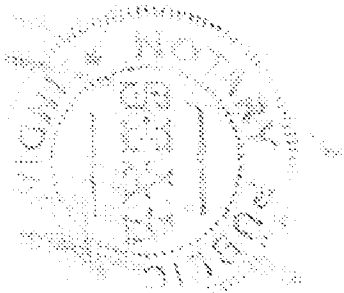
STATE OF INDIANA
COUNTY OF ST. JOSEPH

Before me, Cynthia M. Benedict, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Philip M. Smith, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President and Secretary of HINSDALE FARMS, LTD., the within-named bargainor, an Illinois corporation, and that he, as such Vice President and Secretary being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President and Secretary.

WITNESS my hand and seal at office on this the 4th day of September 2012.


Notary Public

My Commission Expires:
6/11/2016



SCHEDULE A

Burr Ridge Valley

Breakfast Wraps

Hinsdale Farms

M CDH 2288567 v3
2910330-000032

RECORDED: 09/11/2012

TRADEMARK
REEL: 004858 FRAME: 0874