

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
Gusto Packing Co., Inc.		12/31/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Butterball LLC
Street Address:	One Butterball Lane
City:	Garner
State/Country:	NORTH CAROLINA
Postal Code:	27529
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2970688	GUSTO'S HEARTLAND
Registration Number:	3426765	HEARTLAND
Registration Number:	3532143	¡AL GUSTO!
Registration Number:	2988520	GDAŃSK BRAND
Registration Number:	2926239	RIPPLE CREEK
Registration Number:	1878749	GUSTO
Registration Number:	1882367	GUSTO'S HEARTLAND

CORRESPONDENCE DATA

Fax Number: 9197556057
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-484-2308
 Email: trademarksrtp@wcsr.com
 Correspondent Name: Jeanine M. Mitchell
 Address Line 1: PO Box 13069
 Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709

CH \$190.00 2970688

ATTORNEY DOCKET NUMBER:	63245.0007.1
NAME OF SUBMITTER:	Jeanine M. Mitchell
Signature:	/JEANINEMMITCHELL/
Date:	01/10/2013
Total Attachments: 5 source=Gusto Packing to Butterball Trademark Assignment#page1.tif source=Gusto Packing to Butterball Trademark Assignment#page2.tif source=Gusto Packing to Butterball Trademark Assignment#page3.tif source=Gusto Packing to Butterball Trademark Assignment#page4.tif source=Gusto Packing to Butterball Trademark Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of December 31, 2012 (the "Effective Date"), is from **Gusto Packing Co., Inc.**, a corporation organized under the laws of Illinois ("Assignor"), to **Butterball, LLC**, a limited liability company organized under the laws of North Carolina ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor entered into a Transaction Agreement, dated December 21, 2012 (the "Transaction Agreement"), with Assignee, 2125 Rochester Property LLC (together with Assignor, the "Companies"), the securityholders of the Companies, each of Daniel Caballero and Rafael Caballero, Sr., as the Sellers' Representatives, and, for purposes of Sections 4.5 and 7.7(a) thereof, Rafael Caballero, Sr.;

WHEREAS, Assignor owns the trademarks and trademark registrations listed in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to the Transaction Agreement, Assignee desires to acquire the Trademarks and the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, and Assignor desires to assign its rights in the Trademarks and such goodwill to Assignee; and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 3.4(v) of the Transaction Agreement.

NOW, THEREFORE, for the consideration stated in the Transaction Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks is used and that is symbolized by the Trademarks.

Assignor makes no representation or warranty to Assignee in respect of the Trademarks. Notwithstanding the preceding sentence, Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Transaction Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transaction Agreement and the terms hereof, the terms of the Transaction Agreement shall govern.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making

proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

ASSIGNEE:

BUTTERBALL, LLC

BY: Rod K. Brennan

NAME: Rod K. Brennan

TITLE: President & CEO

LEGAL REVIEW: S&P

Signature Page to the Instrument of Assignment - Trademarks

TRADEMARK
REEL: 004939 FRAME: 0780

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

GUSTO PACKING CO., INC.

BY: *Daniel Caballero*

NAME: DANIEL CABALLERO

TITLE: VP - FINANCE

Signature Page to the Instrument of Assignment – Trademarks

TRADEMARK
REEL: 004939 FRAME: 0781

SCHEDULE A

Trademarks

Trademark	Serial Number	Reg. Number
GUSTO'S HEARTLAND	78438817	2970688
HEARTLAND	78438795	3426765
¡AL GUSTO!	77312356	3532143
GDAŃSK BRAND	76560464	2988520
RIPPLE CREEK	76560462	2926239
GUSTO	74377351	1878749
GUSTO'S HEARTLAND	74373162	1882367