

12/31/2012



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bartlow Brothers, Inc.  
P.O. Box 207  
Rushville, IL 62681

- Individual(s)
- Partnership
- Corporation- State: Missouri
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 2, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bartlow Holdings, LLC

Street Address: 215 NW Oxford Lane

City: Lee Summitt

State: Missouri

Country: USA Zip: 64063

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Missouri

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

72302767; 72352558

B. Trademark Registration No.(s)

0873159; 0910194

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Seitz; (1) Typed Drawing; IC 029; US 046

KORN TOP; (3) Design Plus Words, Letters, and/or Numbers; IC 029; US 046

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Aaron St. Clair

Internal Address: \_\_\_\_\_

Street Address: 5321 Greenbriar

City: Quincy

State: Illinois Zip: 62305

Phone Number: 217-440-6214

Docket Number: \_\_\_\_\_

Email Address: astclair@midwestgrocer.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/03/2013 TLEE11 00000016 72302767  
 01 FC:8521 48.00 DP  
 Deposit Account Number 25.00 DP  
 Authorized User Name \_\_\_\_\_

9. Signature:

*Jordan D. Dorsey*  
Signature

12/12/12  
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

## ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made this 2<sup>nd</sup> day of July, 2012 (the "Effective Date"), by Bartlow Brothers, Inc., a Missouri corporation ("Assignor") to Bartlow Holdings, LLC, a Missouri Limited Liability Company ("Assignee").

### WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, sets over, and assigns to Assignee, its entire interest in and to: (i) the trademarks used on Assignor's private label products, including the Seitz, Little Dixie, and Korn Top marks, and (ii) specifically those registered trademarks set forth on **Exhibit A** hereto, including any value based upon use or the good will of such trademarks (collectively the "Trademarks").

ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS, AND WARRANTS AS FOLLOWS:

1. Representations of Assignor. Assignor represents and warrants to Assignee that:
  - (a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
  - (b) Except for security interests in the Trademarks held by Marine Bank, which shall be released contemporaneously herewith, Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to the Trademarks;
  - (c) Assignor has not heretofore executed any instrument or performed any act that may or might prevent Assignee from operating under any of the terms and provisions hereof or that would limit Assignee in such operation.
  
2. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:
  - (a) Assignor never has and shall not make any other assignment of its entire or any part of its interest in or to any or all of the Trademarks;
  - (b) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to, or in any manner connected with any ownership or use of the Trademarks by Assignor occurring prior to this Assignment, and shall pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any such action or proceeding in which Assignee is required or requested to appear by Assignor;
  
3. Events of Default. The occurrence of the following shall constitute an "Event of Default" for purposes of this Assignment: breach of any material representation, warranty, covenant, or agreement made by Assignor in this Assignment;
  
4. Further Assurances. Assignor shall execute or cause to be executed such additional instruments, and shall do or cause to be done such further acts, as Assignee may request, in order to

permit Assignee to perfect, protect, preserve, and maintain the assignment made to Assignee by this Assignment.

5. Severability. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision were not contained herein.

6. Benefit. This Assignment is binding on Assignor, its successors, and assigns, and the rights, powers, and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

7. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification, or supplement.

8. Duration. This Assignment is irrevocable and perpetual.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri.

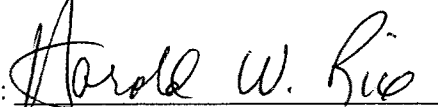
10. Notices. All notices permitted or required pursuant to this Assignment shall be in writing and shall be deemed to have been properly given (a) upon delivery, if served in person or sent by facsimile with receipt acknowledged; (b) on the third (3rd) business day following the day such notice is deposited in any post office station or letter box if mailed by certified mail, return receipt requested, postage prepaid; or (c) on the first (1st) business day following the day such notice is delivered to the carrier if sent via a nationally recognized overnight delivery service (i.e., Federal Express).

Either party may designate a person for notice purposes by giving notice thereof in accordance with this Paragraph 10; provided, however, that such notice shall not be deemed given until actually received by the addressee.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first written above.

ASSIGNOR:

Bartlow Brothers, Inc.

By:   
Its President

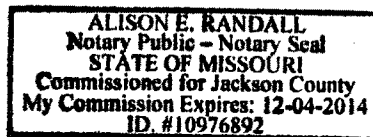
STATE OF Missouri )  
COUNTY OF Jackson )

I, the undersigned, a Notary PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold W Rice, the President of Bartlow Brothers, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that [he] [she] signed and delivered the said instrument as [his] [her] own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2<sup>e</sup> day of July, 2012.

Alison E Randall  
NOTARY PUBLIC

(SEAL)



My Commission expires: 12-4-2014

**Exhibit A**  
**Registered Trademarks**

<b>Trademark</b>	<b>Registration Number and Date</b>	<b>Goods/Services</b>
Seitz	Registration No. 0873159; Registered on July 15, 1969	PREPARED MEATS AND MEAT PRODUCTS-NAMELY, COOKED HAM, BACON, SAUSAGE, CORNED BEEF, BOLOGNA, SALAMI, WIENERS, FRANKFURTERS, COLD CUTS, CHILI, SOUSE, LUNCHEON MEAT, BOLOGNA, CHEESE AND PICKLE LOAF, BARBECUE LOAF, LIVER CHEESE LOAF, OLIVE LOAF, PICKLE LOAF, MACARONI AND CHEESE LOAF, HONEY LOAF, OLD FASHIONED STYLE LOAF, AND PEPPERED LOAF
Korn Top Logo	Registration No. 0910194; Registered on March 16, 1971	PREPARED PORK AND BEEF PRODUCTS