

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
Zacky Farms, LLC		02/22/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Robert D. Zacky and Lillian D. Zacky Trust U/D/T		
Street Address:	149 S. Barrington Avenue, Suite 720		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90049		
Entity Type:	TRUST: CALIFORNIA		
Composed Of:	<ul style="list-style-type: none"> • Robert D Zacky, UNITED STATES, INDIVIDUAL • Lillian D Zacky, UNITED STATES, INDIVIDUAL 		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85253535	THE WESTERNER	
CORRESPONDENCE DATA			
Fax Number:	3105564617		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3105561956		
Email:	mmartin@fpllaw.com		
Correspondent Name:	Michael Martin		
Address Line 1:	1925 Century Park East, Suite 2050		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	THE WESTERNER		
NAME OF SUBMITTER:	Michael P. Martin		

OP \$40.00 85253535

Signature:	/Michael P. Martin/
Date:	03/12/2013
Total Attachments: 9 source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page1.tif source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page2.tif source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page3.tif source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page4.tif source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page5.tif source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page6.tif source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page7.tif source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page8.tif source=Trademark assignment - ZFLLC to Trust 2-22-13 revised#page9.tif	

ASSIGNMENT OF U.S. TRADEMARK REGISTRATIONS

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 22, 2013 ("Effective Date") by and between Zacky Farms, LLC, a California limited liability corporation with its principal office at 1111 Navy Street, Stockton, California, 95206 ("Assignor"), and The Robert D. Zacky and Lillian D. Zacky Trust U/D/T Dated July 26, 1988, a California trust, with its principal place of business at 149 S. Barrington Ave., Suite 720, Los Angeles, California 90049 ("Assignee").

WHEREAS, Assignor and Assignee are parties that certain Amended and Restated Asset Purchase Agreement dated as of February 6, 2013 (the "Purchase Agreement"), a copy of which has been filed with the U.S. Bankruptcy Court for the Eastern District of California ("Bankruptcy Court"), Chapter 11 Case 12-37961-B, *In Re: Zacky Farms, LLC, Debtor-In-Possession*, and the conveyance effected hereby is being made pursuant to that certain "Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Assets of the Debtors Outside of the Ordinary Course of Business, (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (C) Authorizing the Assumption and Sale and Assignment of Certain Executory Contracts, and (D) Granted Related Relief" entered February [20], 2013 by the Bankruptcy Court (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor is the owner of certain trademarks, including without limitation (1) the United States trademark registrations set forth on Schedule A attached hereto, and (2) the trade names set forth on Schedule B attached hereto, in each case, together, with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignor owns and has registered certain domain names, including the domain names listed on Schedule C attached hereto (the "Domain Names"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Marks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Domain Names and the Marks including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due and payable as of the Effective Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Marks and other rights assigned above are incorporated herein by reference.

This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

[signature page follows]

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

)ss.

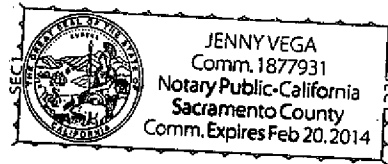
County of Sacramento)

On February 20, 2013 before me, Jenny Vega, Notary Public, personally appeared Keith F. Cooper, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

 (Seal)



ZACKY & SONS POULTRY, LLC
Assignee

By: The Robert D. Zacky and Lillian D. Zacky Trust U/D/T Dated July 26, 1988, as its Sole Member

By: Lillian Zacky

Name: Lillian Zacky

Title: Manager

see attached acknowledgment

STATE OF CALIFORNIA

~~On this 22nd day of February, 2013, before me, a Notary Public in and for the State foresaid, personally appeared _____ known by me or proved to me to be the person above named and an officer of Pitman Family Farms, duly authorized to execute this Assignment on behalf of Pitman Family Farms, who signed and executed the foregoing instrument on behalf of Pitman Family Farms.~~

~~Notary Public: _____
My Commission Expires: _____~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 21, 2013 before me, Talin Kalfayan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lillian Zacky
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Talin Kalfayan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of U.S. Trademark Registrations

Document Date: February 21, 2013 Number of Pages: _____

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lillian Zacky

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Manager



Signer Is Representing: _____
Zacky & Sons
Poultry, LLC

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

REGISTERED U.S. TRADEMARKS

Mark	Filing Date	Reg. No./Issue Date	Status
THE WESTERNER	2/28/2011	App. No. 85253535	Current/Live
THE CALIFORNIAN	4/18/2011	4045537 - 10/25/2011	Current/Live
TENDER GOLD	4/18/2011	4031760 - 9/27/2011	Current/Live
ZACKY FARMS (STYLIZED)	2/1/1985	1351943 - 7/30/1985	Current/Live
ZACKY FARMS	8/23/2002	2781924 - 11/11/2003	Current/Live
SAMUEL'S RANCH	12/17/2012	App No. 85804435	Pending
INTERNATIONAL POULTRY	12/17/2012	App No. 85804398	Pending

SCHEDULE B

TRADE NAMES

Zacky
Zacky Farms

SCHEDULE C

DOMAIN NAME REGISTRATION

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registrant</u>
www.zacky.com	expires 9/18/2014	Joe Zacky PO Box 12556 Fresno, CA 93778
www.zackyfarms.com	expires 11/6/2014	Joe Zacky PO Box 12556 Fresno, CA 93778