

## 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                     |
|   | Westin, Inc.   |          | 10/24/2013                | CORPORATION: NEBRASKA           |
|   | Shelby County Cookers, L.L.C.                          |          | 10/24/2013                | LIMITED LIABILITY COMPANY: IOWA |
| RECEIVING PARTY DATA  |  |          |                           |                                 |
| Name:   | Monogram Prepared Meats, LLC                           |          |                           |                                 |
| Street Address:   | 930 S. White Station Rd                                |          |                           |                                 |
| 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:                                   | 3343031  | BROOKFIELD FARMS          |                                 |
|   | Registration Number:                                   | 3343033  | BROOKFIELD FARMS          |                                 |
|   | Registration Number:                                   | 3463372  | GREAT BACON ..... ANYTIME |                                 |
| CORRESPONDENCE DATA   |  |          |                           |                                 |
| Fax Number:   |  |          |                           |                                 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |          |                           |                                 |
| Phone:  | 901-579-3128   |          |                           |                                 |
| Email:  | trademarks@bakerdonelson.com, jcombs@bakerdonelson.com |          |                           |                                 |
| Correspondent Name:   | Wendy Robertson  |          |                           |                                 |
| Address Line 1:   | 6060 Poplar Ave  |          |                           |                                 |
| Address Line 2:   | Suite 440  |          |                           |                                 |
| Address Line 4:   | Memphis, TENNESSEE 38119                               |          |                           |                                 |
| ATTORNEY DOCKET NUMBER:   | 2910330-000041   |          |                           |                                 |

OP \$90.00 3343031

|   |                 |
|---|-----------------|
| NAME OF SUBMITTER:  | Wendy Robertson |
| Signature:  | /wrobertson/    |
| Date:   | 11/25/2013      |
| <b>Total Attachments: 6</b><br>source=33 Assignment of Intellectual Property Assets#page1.tif<br>source=33 Assignment of Intellectual Property Assets#page2.tif<br>source=33 Assignment of Intellectual Property Assets#page3.tif<br>source=33 Assignment of Intellectual Property Assets#page4.tif<br>source=33 Assignment of Intellectual Property Assets#page5.tif<br>source=33 Assignment of Intellectual Property Assets#page6.tif |                 |

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is made as of the 28th day of October 2013, by **SHELBY COUNTY COOKERS, L.L.C.**, an Iowa limited liability company ("Seller") and **WESTIN, INC.**, a Nebraska corporation ("Westin" and, together with Seller, the "Sellers"), to **MONOGRAM PREPARED MEATS, LLC**, a Tennessee limited liability company ("Buyer"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as such term is defined below).

**WHEREAS**, Seller, Westin, Brett Elliott, an individual resident of the state of Nebraska, Flint Hills Foods, LLC, a Kansas limited liability company, Erik Sloneker, an individual resident of the state of Illinois, Monogram Food Solutions, LLC, a Tennessee limited liability company (solely with respect to Sections 9.1 and 9.17 of the Purchase Agreement, as such term is defined below), and Buyer are parties to that certain Asset Purchase and Contribution Agreement, dated as of October 11, 2013, as amended by that Amendment to Asset Purchase and Contribution Agreement, dated October 28, 2013 (as amended, the "Purchase Agreement"), pursuant to which the Sellers have agreed to sell to Buyer, and Buyer has agreed to buy from the Sellers, the Intellectual Property Assets, including without limitation certain service marks, trademarks and trade names of Seller used in connection with the Acquired Business. Pursuant to the Purchase Agreement, the Sellers have agreed to execute such instruments as the Buyer may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Buyer and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Buyer of, all of such assets, and

**WHEREAS**, the Sellers desire to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's and Westin's respective worldwide right, title and interest in, to and under the Intellectual Property Assets, as more particularly listed on **Schedule A** annexed hereto and incorporated herein by reference.

**NOW, THEREFORE**, the Sellers, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement and the warranties and representations by the Sellers contained in the Purchase Agreement, the receipt of which is hereby acknowledged, do hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Sellers' worldwide right, title and interest in and to the Intellectual Property Assets, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for past, present and future infringement of any of the Intellectual Property Assets, whether arising prior to or subsequent to the date of this Assignment, 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 Buyer, 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 Seller had this Assignment not been made.

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

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

*[Signature page follows]*

IN WITNESS WHEREOF, Seller has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

SELLER:

SHELBY COUNTY COOKERS,  
L.L.C.

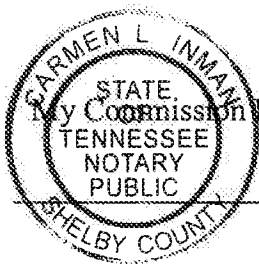
By: [Signature]  
Name: PRETT A. ELLIOTT  
Its: President

STATE OF Tennessee  
COUNTY OF Shelby

Before me, Carmen L. Inman, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Prett Elliott, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Shelby County Cookers, L.L.C., the within-named bargainor, an Iowa limited liability company, and that he, as such President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such President.

WITNESS my hand and seal at office on this the 24<sup>th</sup> day of October 2013.

[Signature]  
Notary Public



My Commission Expires  
**April 6, 2014**

IN WITNESS WHEREOF, Westin has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

WESTIN:

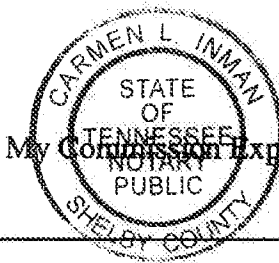
WESTIN, INC.

By: Scott Carlson  
Name: SCOTT CARLSON  
Its: CEO

STATE OF Tennessee  
COUNTY OF Shelby

Before me, Carmen L. Inman, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Scott Carlson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Executive Officer of Westin, Inc., the within-named bargainer, a Nebraska corporation, and that he, as such Chief Executive Officer 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 Chief Executive Officer.

WITNESS my hand and seal at office on this the 24<sup>th</sup> day of October 2013.



My Commission Expires  
April 6, 2014

Carmen L. Inman  
Notary Public

IN WITNESS WHEREOF, Westin has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

**BUYER:**

**MONOGRAM PREPARED  
MEATS, LLC**

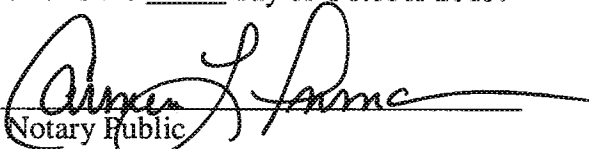
By: Monogram Food Solutions,  
LLC, its sole member

By:   
Name: Karl Schledwitz  
Its: Executive Chairman

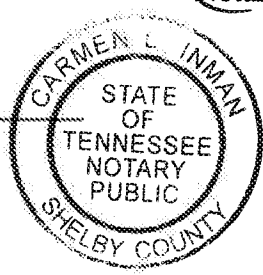
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, Carmen L. Inman, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Karl Schledwitz, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the the Executive Chairman of Monogram Food Solutions, LLC, the sole member of Monogram Prepared Meats, LLC, the within-named bargainer, a Tennessee limited liability company, and that he, as such Executive Chairman being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Executive Chairman.

WITNESS my hand and seal at office on this the 24<sup>th</sup> day of October 2013.

  
Notary Public

My Commission Expires:  
4-6-14



My Commission  
Expires  
April 6, 2014

## SCHEDULE A

All Intellectual Property Assets as defined in the Purchase Agreement, including but not limited to all trade secrets, recipes, know-how, technology, designs, manufacturing techniques, finishes, coloring, drawings, customer lists and preferences, referral sources, supply and distribution channels, marketing and sales techniques, pricing, selling terms, operations manuals, confidential information, financial information and projections relating to Seller's and Westin's fully cooked, ready-to-eat, pre-sliced bacon business.

The following Trademarks:

1. BROOKFIELD FARMS (standard character mark) – Reg. No. 3,343,031 - Westin, Inc.
2. BROOKFIELD FARMS (and design) – Reg. No. 3,343,033 - Westin, Inc.
3. GREAT BACON ... ANYTIME (standard character mark) – Reg. No. 3,463,372