

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Long Prairie Packing Company, LLC		06/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American Foods Group, LLC		
Street Address:	1120 Lake Avenue		
City:	Fairmont		
State/Country:	MINNESOTA		
Postal Code:	56031		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2704782	LP	
Registration Number:	1900792	PRAIRIE PREMIUM	
CORRESPONDENCE DATA			
Fax Number:	6126324271		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.632.3271		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Cheryl Johnson		
Address Line 1:	P.O. Box 2906		
Address Line 2:	Gray, Plant, Mooty		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	147373		
NAME OF SUBMITTER:	Cheryl Johnson		
SIGNATURE:	/Cheryl Johnson/		
DATE SIGNED:	06/16/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (“Trademark Assignment”), dated as of June 15, 2015, is made by and between Long Prairie Packing Company, LLC, a Delaware limited liability company, with an address at 1120 Lake Avenue, Fairmont, MN 56031 (“Assignor”), and American Foods Group, LLC, a Delaware limited liability company, with an address at 1120 Lake Avenue, Fairmont, MN 56031 (“Assignee”).

WHEREAS, Assignor and Assignee are related companies, and both parties desire to transfer ownership of certain trademarks from Assignor to Assignee.

NOW; THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following (collectively, the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
 - a. the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Long Prairie Packing Company, LLC
("Assignor")

By: _____

Name: _____

Title: _____



American Foods Group, LLC
("Assignee")

By: _____

Name: _____

Title: _____

Schedule 1

Trademark	Registration Number	Class/Description
 The logo consists of a black circle containing the letters 'L' and 'P' in a white, stylized, sans-serif font. The 'L' is on the left and the 'P' is on the right, both overlapping the circle's boundary.	2704782	029 / Meat
 The logo features the word 'Prairie' in a cursive script above the word 'Premium' in a similar cursive script. To the left of 'Premium' is a small circular emblem containing a landscape scene.	1900792	029 / Meat