

01-07-1999



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Tab settings

Attachments or copy thereof.

To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies):
Hygrade Food Products Corporation
40 Oak Hollow, Suite 355
Southfield, Michigan 48034

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New York**
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: effective as of June 29, 1996

2. Name and address of receiving party(ies)

Name: Sara Lee Corporation

Internal Address: _____

Street Address: 470 Hanes Mill Rd.

City: Winston-Salem State: NC ZIP: 27105

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Maryland
- Other _____

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

see "Exhibit A"

B. Trademark Registration No.(s)

see "Exhibit B"

Additional numbers attached? Yes No

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

Name: S. Kathleen Frith

Internal Address: _____

Street Address: Sara Lee Corporation
Law Dept.
470 Hanes Mill Rd.

City: Winston-Salem State: NC ZIP: 27105

6. Total number of applications and registrations involved: _____

46

7. Total fee (37 CFR 3.41).....\$ 1165.00 **E**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Arthur J. DeBaugh

Name of Person Signing

Arthur J. DeBaugh
Signature

December 21, 1998

Date

Total number of pages including cover sheet, attachments, and document: **11**

EXHIBIT A
Trademark Applications

75/423700
75/234105
75/396578
75/503102

BALL PARK SMARTCREATIONS & DESIGN
BALL PARK SMART FRANK & DESIGN
BALL PARK SMARTSAUSAGE
EAT WISELY, EAT WELL

EXHIBIT B
Trademark Registrations

1,905,104	A LOT OF FUN IN A LITTLE BUN
1,807,761	BALL PARK
759,305	BALL PARK & DESIGN
1,856,890	BALL PARK FUN FRANKS
1,897,656	BALL PARK SINGLES
759,787	BASEBALL
382,490	BEEF-NAC
793,749	BIG LEAGUE
795,671	BROADWAY
66,700	CIRCLE K
539,179	FAVORITE
695,779	FIESTA
725,694	FIESTA
759,788	FOOTBALL
778,588	FOREST BROOK
759,786	GRIDIRON
959,982	GRILLMASTER
1,764,706	GRILLMASTER
382,493	HAM-NAC
1,858,742	HANDY
976,039	HANDY HAM
1,831,481	HYGRADE'S
750,937	HYGRADE'S & DESIGN
554,876	HYGRADE'S (STYLIZED)
827,632	HYGRADE'S V.I.P.
1,832,838	KINGAN'S
337,336	KINGAN'S RELIABLE
266,996	KINGAN'S (STYLIZED)
382,492	MAC-NAC
878,485	NU LIFE & DESIGN
382,491	PIC-NAC
1,028,802	PLUMP WHEN YOU COOK 'EM!
1,132,303	PLUMPERS
66,699	PORTER
69,077	SILVER SHIELD
737,631	SPORTSMAN'S
798155	STADIUM
1,859,832	WEST VIRGINIA
1,838,004	WEST VIRGINIA & DESIGN
513,534	WEST VIRGINIA (STYLIZED)
725,687	WEST VIRGINIA (STYLIZED)
746,280	WEST VIRGINIA (STYLIZED)

**AGREEMENT TO DISSOLVE THE PARTNERSHIP OF
HYGRADE FOOD PRODUCTS ASSOCIATES**

This agreement (this "Agreement") to dissolve HYGRADE FOOD PRODUCTS ASSOCIATES, an Illinois general partnership (the "Partnership") is entered into by and among SARA LEE CORPORATION, a Maryland corporation ("Sara Lee") and HYGRADE FOOD PRODUCTS CORPORATION, a New York corporation ("Hygrade"), and shall be effective as of June 29, 1996. Capitalized terms not defined herein shall have the meanings given to them by the Amended and Restated Agreement of Partnership of Hygrade Food Products Associates (the "Partnership Agreement").

WHEREAS, the objective for forming the Partnership, which was to utilize the knowledge and expertise of certain outside investors to increase the sales and earnings of Sara Lee's packaged meats business over that which otherwise would have been achieved, has been accomplished and such investors' interests in the Partnership have been liquidated;

WHEREAS, Sara Lee and Hygrade each own fifty percent (50%) of the total Percentage Interest of the Partnership and together constitute the sole partners of the Partnership;

WHEREAS, Sara Lee and Hygrade desire to dissolve the Partnership and distribute the assets of the Partnership in accordance with the provisions of this Agreement;

WHEREAS, neither Sara Lee nor Hygrade have a deficit Capital Account balance with respect to the Partnership;

WHEREAS, on June 28, 1996, the Partnership distributed cash in the amount of two million dollars (\$2,000,000) to Sara Lee in respect of Sara Lee's interest in the Partnership (the "Cash Distribution"); and

WHEREAS, each of Sara Lee and Hygrade agree that the fair value of the net assets it will receive pursuant to the terms of this Agreement represents fifty percent (50%) of the total fair value of the net assets of the Partnership (taking into account, with respect to the net assets distributed to Sara Lee pursuant to this Agreement, the Cash Distribution);

NOW THEREFORE, the parties hereto agree as follows:

1. The Partnership is hereby dissolved pursuant to Section 11.1(c) of the Partnership Agreement and shall hereafter continue solely for the purpose of winding up its affairs in an orderly manner, satisfying the claims of its creditors, and distributing its assets to its partners in accordance with the provisions of Section 11.2 of the Partnership Agreement;

2. On the effective date of this Agreement, the parties hereto shall cause the Partnership to distribute (a) to Sara Lee all of the assets of the processed meats business selling

products under the trade name Hygrade, including, but not limited to, all accounts receivable, inventory, equipment, real estate and improvements thereon, leasehold interests, contract rights, intellectual property and other intangible assets (collectively, the "Hygrade Business") and (b) to Hygrade all of the stock of Bryan Foods Inc., a Delaware corporation, to Hygrade in full satisfaction of Hygrade's interest in the Partnership. In addition, Sara Lee shall assume all of the liabilities of the Hygrade Business, including any liabilities to which the assets of the Hygrade Business are subject.

3. As soon as practicable, the parties hereto shall take all steps necessary to transfer title to each of the assets of the Hygrade Business to Sara Lee.

* * * * *

SARA LEE CORPORATION

By:

_____

Title: Roderick A. Palmore, Vice President

HYGRADE FOOD PRODUCTS
CORPORATION

By:

_____

Title: R. Henry Kleeman, Vice President