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Form PTO-1594
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hygrade Food Products *2-11-02*
40 Oak Hollow, Suite 355
Southfield, Michigan 48034

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

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: **1000 E. 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 registration number(s):

A. Trademark Application No.(s)

75/423700

B. Trademark Registration No.(s)

FEB 11 2002

Additional number(s) attached Yes No

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

Name: **S. Kathleen Frith**

Internal Address: **Sara Lee Corporation**

Law Department

Street Address: **1000 E. Hanes Mill Road**

City: **Winston Salem** State: **NC** Zip: **27105**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

190142

(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.

S. Kathleen Frith

Name of Person Signing

Kathleen Frith
Signature

January 9, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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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