

05-10-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

Revised

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

1. Name of conveying party(ies):

L. John Davidson

1-29-02

- Individual(s) [x] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

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

2. Name and address of receiving party(ies)

Name: Pasteurized Eggs Corporation

Internal

Address:

Street Address: 36 Salem Road

City: Atkinson State: NH Zip: 03811

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State Delaware [x] 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

3. Nature of conveyance:

- Assignment [x] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: December 7, 2001

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

A. Trademark Application No.(s)

76/032934, 76/033,214

B. Trademark Registration No.(s) 2,473,362

2,446,452 2,467,616

Additional number(s) attached [] Yes [x] No

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

Name: Kimberly B. Herman, Esq.

Internal Address:

Street Address: Sullivan & Worcester LLP

One Post Office Square

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed [] Authorized to be charged to deposit account [x]

8. Deposit account number:

500751

DO NOT USE THIS SPACE

9. Signature.

02/25/2002 DBYRNE 01 FC:481 02 FC:482

0000204 500751 76032934

Kimberly B. Herman, Esq.

40.00 CH Person Signing

Kimberly B. Herman Signature

4/25/02 Date

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

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

TRADEMARK REEL: 002502 FRAME: 0750

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of December 7, 2001, from L. John Davidson, an individual residing at 36 Salem Road, Atkinson, NH 03811 (the "Assignor"), to Pasteurized Eggs Corporation, a Delaware Corporation ("Assignee"), with its principal place of business at 169 Daniel Webster Highway, Meredith, NH 03253-5648.

RECITAL

A. Assignee desires to acquire from Assignor all right, title and interest of Assignor in and to certain trademarks, service marks, trade names and similar rights appearing on the attached Exhibit A and the registrations and applications with the United States Patent and Trademark Office and the agency proper for the registration of trademarks and/or tradenames of any other country in respect thereof (said trademarks, service marks, trade names and similar rights and said registrations and applications in respect thereof being collectively referred herein to as the "Trademarks"), together with the goodwill of the business appurtenant thereto and which is symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee the entire right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business appurtenant thereto and the goods connected with the use of and symbolized by the Trademarks. Assignor and its affiliates retain no right to use or to license to third parties any of the Trademarks.

Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that Assignee and its successors, legal representatives or assigns may deem proper in order to register, collect, assert or enforce any claim, right or title of any kind in or to any property rights of Assignor in the Trademarks, including the right to sue for past infringement of the Trademarks, and to do all such acts and things in relation thereto and as its successors, legal

representatives or assigns, shall deem desirable, provided that Assignee shall indemnify and hold Assignor harmless from and against any and all claims and losses that may be asserted against or incurred by Assignor as a result of any action taken by Assignee pursuant to the foregoing power of attorney, other than claims relating to Assignor's power or authority to grant the foregoing power of attorney. Assignor shall cooperate with and assist Assignee in such proceedings, provided that Assignee shall reimburse Assignor for its reasonable costs and expenses incurred in connection therewith. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the liquidation, dissolution or bankruptcy of Assignor, or in any other manner or for any other reason.

This instrument is executed by, and shall be binding upon, Assignor and its successors and assigns for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this assignment, effective as of the 7th day of December, 2001.

[ASSIGNOR]



L. John Davidson

Accepted by:

Pasteurized Eggs Corporation

By: 

Name: J. Randall Thompson

Title: Vice President

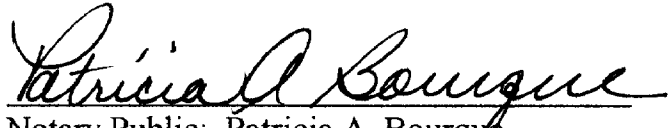
STATE OF NEW HAMPSHIRE)

) ss.

COUNTY OF Belknap)

The undersigned, being a Notary Public for the State of New Hampshire, County of Belknap, does hereby certify that L. John Davidson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office this 23rd day of January, 2002.



Notary Public: Patricia A. Bourque

My commission expires: PATRICIA A. BOURQUE, Notary Public
My Commission Expires October 20, 2003

EXHIBIT "A"

TRADEMARKS

<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>FILE DATE</u>	<u>GOODS/SERVICES (CLASS)</u>	<u>STATUS</u>
The Safer Egg	2,473,362	4/24/00	29	Issued
Hens on Eggs	2,446,452	4/24/00	29	Issued
Eat 'em any way you like	2,467,616	4/24/00	29	Issued
Davidson's Pasteurized Eggs	76/032934	4/24/00	29	Pending
Pasteurized for your safety	76/033,214	4/24/00	29	Pending