

OMB No. 0651-0011 (exp. 4/94)

OFFICE OF THE



To the Honorable Commissioner of Patents

102448917

documents or copy thereof.

1. Name of conveying party(ies): Tri-Star Foods, Inc.

Individual(s)  
 General Partnership  
 Corporation - Minnesota  
 Other \_\_\_\_\_

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

*Stamp: MAY 13 AM 8:42  
FINANCE SECTION  
5-13-03*

2. Name and address of receiving party(ies)  
 Name: Cimpl's, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 1120 Lake Avenue  
 City: Fairmont State: MN ZIP: 56031

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Minnesota  
 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  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: October 10, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

943,354

Additional numbers attached?  Yes  No

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

Name: Stuart R. Hemphill  
 Internal Address: Dorsey & Whitney LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Suite 1500, 50 South Sixth Street  
 \_\_\_\_\_  
 City: Minneapolis State: MN ZIP: 55402-1498

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:  
04-1420

(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.

Stuart R. Hemphill  
 Name of person Signing

[Signature]  
 Signature

May 8, 2003  
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

05/14/2003 6T0H11 00000089 943354

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BOX ASSIGNMENT  
 Director - U.S. Patent and Trademark Office  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## Agreement

This Agreement ("Agreement") is made on October 10, 2002, by and between Tri-Star Foods, Inc. ("Tri-Star") and Cimpl's, Inc. ("Cimpl's").

### RECITALS

WHEREAS, the parties had entered into five year co-pack Agreement ("Co-Pack Agreement") whereby Cimpl's, Inc. transferred and assigned certain trademarks in return for Tri-Star purchasing a certain amount of sausage products;

WHEREAS, the Co-Pack Agreement has now expired, but it provided that Tri-Star would pay Cimpl's liquidated damages of \$20,000 (less the amount of sausage products actually purchased) for the certain assigned trademarks in the event it purchased less than 100,000 pounds of sausage products;

WHEREAS, Tri-Star failed to purchase 100,000 pounds of sausage products and rather than pay liquidated damages, Tri-Star desires to assign and transfer certain trademarks in satisfaction of liquidated damages owed Cimpl's, Inc.,

WHEREAS, Tri-Star desires to sell and assign the trademarks including all goodwill connected therewith, to Cimpl's in satisfaction of liquidated damages,

NOW THEREFORE, the parties agree, in exchange of the recitals contained above and for other good and valuable consideration, the parties hereby agree as follows.

1. Consideration. As of the date of this Agreement, Tri-Star owes Cimpl's \$3,900, more or less, as result of failing to purchase to 100,000 of sausage products under the Co-Pack Agreement between the parties dated December 14, 1996. Under the Co-Pack Agreement, Cimpl's had assigned and transferred to Tri-Star certain trademarks as identified on Exhibit A, ("trademarks") which is attached and incorporated herein. In consideration of assignment of the trademarks identified herein, Cimpl's agrees to release Tri-Star of its debt obligation relating to its failure to co-pack 100,000 pounds of sausage products that arose pursuant to the December 14<sup>th</sup>, 1996 Co-Pack Agreement.

2. Assignment. Tri-Star hereby sells, assigns, transfers and conveys to Cimpl's all rights, title and interest in and to the trademarks and any registration therefore, together with that part of the goodwill associated with the use of and the symbolized by the trademarks, to be held and enjoyed by Cimpl's as fully and entirely as said interest could have been held and enjoyed by Tri-Star if this sale, assignment and transfer had not occurred.

3. Past Infringement. Tri-Star further sells, assigns, transfers, and conveys to Cimpl's, Inc. the entire right, title and interest in and any and all causes of actions and rights of recovery for past infringements of the trademarks.

4. Additional Documentation. Tri-Star hereby covenants and agrees to cooperate with Cimpl's so that Cimpl's may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers at the expense of Cimpl's which are deemed necessary or desirable by Cimpl's to perfect its rights, title and interest herein conveyed.

5. Ownership of Marks. Tri-Star hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the trademarks "Peter's Delicious", registered with the U.S. Patent and Trademark Office, Registration No. 943,354 as set forth in Exhibit A, and that no other persons, firm, corporation or association has the right to use the trademark in commerce. Cimpl's decision to purchase or take assignment of the trademarks identified in Exhibit A are based upon its own independent evaluations and patent and trademark searches. Cimpl's has not relied, in entering into this Agreement, upon any other oral or written information from Tri-Star or any of its employees, affiliates, agents legal counsel or representatives. Tri-Star makes no representation or warranty, either expressed or implied, with respect to its ownership of any rights relating to Minnesota Registration Number No. 7416.

6. Conflicting Agreements. Tri-Star warrants and represent that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights assigned herein.

7. Indemnification by Tri-Star. Tri-Star agrees to indemnify and hold harmless Cimpl's, including its officers, agents, directors, and employees, against any and all claims, actions, proceedings, expenses, damages and liabilities (including but not limited to any governmental investigations, complaints and actions) and reasonable attorneys' fees, arising out of or in connection with any breach of this Agreement by Tri-Star, including its representations, warranties and covenant.

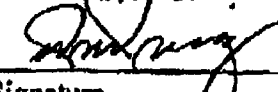
8. Miscellaneous. This Agreement shall be governed by the laws of the state of Minnesota. This Agreement, including Exhibit A, which is incorporated herein by reference, contains the entire understanding and agreement of the parties with respect to subject matter contained herein and supercedes all prior oral and written understandings.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first indicated above.

TRI STAR FOODS, INC.  


Signature  
Name: CURT LUKA  
Date: 10-10-02

CIMPL'S, INC.

  
Signature  
Name: DOMINICK V. DRIANO, JR.  
Date: 10/25/02  
VP of General Counsel

3. Past Infringement. Tri-Star further sells, assigns, transfers, and conveys to Cimpr's, Inc. the entire right, title and interest in and any and all causes of actions and rights of recovery for past infringements of the trademarks.

4. Additional Documentation. Tri-Star hereby covenants and agrees to cooperate with Cimpr's so that Cimpr's may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers at the expense of Cimpr's which are deemed necessary or desirable by Cimpr's to perfect its rights, title and interest herein conveyed.

5. Ownership of Marks. Tri-Star hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the trademarks "Peter's Delicious", registered with the U.S. Patent and Trademark Office, Registration No. 943,354 as set forth in Exhibit A, and that no other persons, firm, corporation or association has the right to use the trademark in commerce. Cimpr's decision to purchase or take assignment of the trademarks identified in Exhibit A are based upon its own independent evaluations and patent and trademark searches. Cimpr's has not relied, in entering into this Agreement, upon any other oral or written information from Tri-Star or any of its employees, affiliates, agents legal counsel or representatives. Tri-Star makes no representation or warranty, either expressed or implied, with respect to its ownership of any rights relating to Minnesota Registration Number No. 7416.

6. Conflicting Agreements. Tri-Star warrants and represent that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights assigned herein.

7. Indemnification by Tri-Star. Tri-Star agrees to indemnify and hold harmless Cimpr's, including its officers, agents, directors, and employees, against any and all claims, actions, proceedings, expenses, damages and liabilities (including but not limited to any governmental investigations, complaints and actions) and reasonable attorneys' fees, arising out of or in connection with any breach of this Agreement by Tri-Star, including its representations, warranties and covenant.

8. Miscellaneous. This Agreement shall be governed by the laws of the state of Minnesota. This Agreement, including Exhibit A, which is incorporated herein by reference, contains the entire understanding and agreement of the parties with respect to subject matter contained herein and supercedes all prior oral and written understandings.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first indicated above.

TRI-STAR FOODS, INC.

Signature

Name: JEROME P. ENLEY

Date: 10/15/02

CIMPR'S, INC.

Signature

Name: DOMINICK V. DRIANO, JR.

Date: 10/25/02

VP + General Counsel

3. Past Infringement. Tri-Star further sells, assigns, transfers, and conveys to Cimpl's, Inc. the entire right, title and interest in and any and all causes of actions and rights of recovery for past infringements of the trademarks.

4. Additional Documentation. Tri-Star hereby covenants and agrees to cooperate with Cimpl's so that Cimpl's may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers at the expense of Cimpl's which are deemed necessary or desirable by Cimpl's to perfect its rights, title and interest herein conveyed.

5. Ownership of Marks. Tri-Star hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the trademarks "Peter's Delicious", registered with the U.S. Patent and Trademark Office, Registration No. 943,354 as set forth in Exhibit A, and that no other persons, firm, corporation or association has the right to use the trademark in commerce. Cimpl's decision to purchase or take assignment of the trademarks identified in Exhibit A are based upon its own independent evaluations and patent and trademark searches. Cimpl's has not relied, in entering into this Agreement, upon any other oral or written information from Tri-Star or any of its employees, affiliates, agents legal counsel or representatives. Tri-Star makes no representation or warranty, either expressed or implied, with respect to its ownership of any rights relating to Minnesota Registration Number No. 7416.

6. Conflicting Agreements. Tri-Star warrants and represent that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights assigned herein.

7. Indemnification by Tri-Star. Tri-Star agrees to indemnify and hold harmless Cimpl's, including its officers, agents, directors, and employees, against any and all claims, actions, proceedings, expenses, damages and liabilities (including but not limited to any governmental investigations, complaints and actions) and reasonable attorneys' fees, arising out of or in connection with any breach of this Agreement by Tri-Star, including its representations, warranties and covenant.

8. Miscellaneous. This Agreement shall be governed by the laws of the state of Minnesota. This Agreement, including Exhibit A, which is incorporated herein by reference, contains the entire understanding and agreement of the parties with respect to subject matter contained herein and supercedes all prior oral and written understandings.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first indicated above.

TRISTAR FOODS, INC.

*Patrick M. Kelly - President*  
Signature  
Name: Patrick M. Kelly  
Date: 10-17-02

CIMPL'S, INC.

*Dominick V. Driano, Jr.*  
Signature  
Name: DOMINICK V. DRIANO, JR.  
Date: 12/25/02  
VP of General Counsel

**EXHIBIT A**

<b>State or Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Goods</b>
U.S.	Peter's Delicious & Design	943,354	9/19/72	Sausage and Processed Pork Products
MN	Peter's Delicious & Design	7,416	9/11/81	Table Ready Meat Products

TOTAL P. 17

**TRADEMARK**