

05-15-2003

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



102448916

To the Honorable Commissioner of

and attached original documents or copy thereof.

1. Name of conveying party(ies) Cimpl's, Inc.  
 Individual(s)  
 General Partnership  
 Corporation - Minnesota  
 Other  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Patrick Kulkay  
 Internal Address: \_\_\_\_\_  
 Street Address: 9331 Hillside Drive  
 City: Champlin State: MN ZIP: 55316  
 Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 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  
 Security Agreement  
 Other  
 Merger  
 Change of Name  
 Execution Date: March 17, 2003

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s)  
 Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
943,354

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 6T0N11 00000090 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.

**ASSIGNMENT AGREEMENT**

This Assignment Agreement is made and entered into this 17<sup>th</sup> day of March, 2003, by and between Cimpl's, Inc., a Minnesota corporation, and Patrick Kulkay ("Kulkay"), an individual residing at 9331 Hillside Drive, Champlin, MN 55316.

WHEREAS, Cimpl's, Inc., has adopted, used and is using the following Mark, which is registered in the United States Patent and Trademark office:

Mark: **PETERS DELICIOUS and Design**  
Registration Number: 943,354  
Registered: September 19, 1972  
Last renewal term began January 28, 1993 (registration Renewed - 10 year)  
**FOR (PREPARED MEAT PRODUCTS) \* SAUSAGE AND PROCESSED PORK PRODUCTS \* in U.S. CLASS 46 (INT. CL. 29)**  
**FIRST USE 1-5-1968; IN COMMERCE 2-9-1969**  
**SER. NO. 72/398,746; FILED 7-29-1971**

WHEREAS, Kulkay is desirous of acquiring said Mark, and is desirous of arranging a co-packing arrangement with Cimpl's, Inc. whereby Cimpl's, Inc. will pack products using the Mark, such use being subject to the quality control of Kulkay and any of his affiliated companies over all products bearing the Mark, and such use accruing exclusively to Kulkay's benefit;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Cimpl's, Inc. does hereby assign unto Kulkay all right, title and interest in and to said Mark including all forms of use and all common law rights in the Mark, together with the good will of the business symbolized by the Mark, and the above-identified registration thereof.

Cimpl's, Inc. agrees there are no liens or encumbrances against the above-listed Mark.

As requested or may otherwise be necessary, Cimpl's, Inc. shall be required to assist Kulkay in the transfer of the trademark registration and related rights to him.

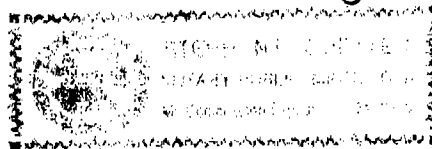
IN WITNESS WHEREOF, the parties execute this agreement the day and year first above written.

CIMPL'S, INC.

By: [Signature]  
David Frankforter <sup>DOMINICK V. DRISNO, JR</sup>  
Its: \_\_\_\_\_

By: [Signature]  
Patrick Kulkay

STATE OF Minnesota  
COUNTY OF Martin



The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2003, by <sup>DOMINICK V. DRISNO JR</sup> ~~David Frankforter~~, the VP/GENERAL COUNSEL of Cimpl's, Inc., a corporation under the laws of Minnesota, on behalf of the Corporation.

[Signature]  
Notary Public

STATE OF Minnesota  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2003, by Patrick Kulkay.

[Signature]  
Notary Public

