

12-31-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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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): Foell Packing Company
Individual(s) [] Association []
General Partnership [] Limited Partnership []
Corporation-State [x]
Other []
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies)
Name: Bost Distributing Co.
Internal Address:
Street Address: 2205 Boone Trail Road
City: Sanford State: NC Zip: 27330
Individual(s) citizenship []
Association []
General Partnership []
Limited Partnership []
Corporation-State NC [x]
Other []
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance:
Assignment [x] Merger []
Security Agreement [] Change of Name []
Other []
Execution Date: 06/02/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 75/941,801
Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Adam M. Beaudoin
Internal Address:
Street Address: 1001 College Court
City: New Bern State: NC Zip: 28562

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
Enclosed [x]
Authorized to be charged to deposit account []
8. Deposit account number:
OFF/FINANCE
DEC 18 24 AM 7:35

DO NOT USE THIS SPACE

9. Signature.
James H. Bost, Jr.
Name of Person Signing
Signature
Date: Dec. 18 03
Total number of pages including cover sheet, attachments, and document: 6

12/30/2003 6TON11 00000153 75941801 40.00 DP

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

TRADEMARK REEL: 002889 FRAME: 0060

ASSIGNMENT OF TRADE NAMES AND INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF TRADE NAMES AND INTELLECTUAL PROPERTY RIGHTS (the "Assignment") is made and entered into as of the 2nd day of June, 2003 by Foell Packing Company, an Illinois corporation ("Assignor"), in favor of Bost Distributing Co., Inc., a North Carolina corporation ("Assignee"), pursuant to an Asset Purchase Agreement dated as of February 28, 2003, by and among Assignor and Assignee (the "Asset Purchase Agreement").

For value received, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following recitals, terms and conditions:

1. Recitals.

(a) Assignor currently operates a specialty meat manufacturing and co-pack business (the "Business") under the name of "Foell Packing Company" and utilizes various tradenames and trademarks in the operation of its business (collectively, the "Trade Names"). In connection with the operation of the Business, Assignor may also own certain other intellectual property rights.

(b) Pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee its right to use the Trade Names and certain other intellectual property rights, including without limitation all of the Intellectual Property as defined below, and the goodwill associated therewith.

2. Assignment. Assignor hereby sells, grants, conveys, assigns and transfers to Assignee, and Assignee's successors and assigns, without limitation, and Assignee hereby agrees to accept the assignment of, all right, title and interest in and to the intellectual property rights that are owned by Assignor in connection with the Business including, without limitation, the following: (A) the Trade Names and all trademarks, service marks, licenses, trade names, fictitious names, slogans, logos and other designations and all registrations and applications relating thereto, (B) all computer databases, but only to the extent transferable, software and licenses (to the extent assignable) thereto, and all copyrights and registrations therefor, (C) all inventions, methods, processes and formulae that are or could be the subject of patents or applications for patents and all patents, patents pending, and applications relating thereto, (D) all confidential or proprietary inventions, methods, formulae, processes, technical data and other similar information (whether or not patented or patentable), and (E) all copyrights and rights in works of authorship; together with the goodwill related thereto, and any royalty income therefrom accruing after the date of this Assignment (all of the foregoing is collectively, the "Intellectual Property"), free and clear of any and all liens, mortgages, equities, security interests, pledges, charges, debts, taxes, liabilities and encumbrances whatsoever. Certain of the Intellectual Property assigned hereunder is more specifically described on Schedule 1, which is attached and incorporated hereto.

3. Assignor's Representations and Warranties. Assignor does, for Assignor and Assignor's successors and assigns, covenant to and with Assignee, its successors and assigns, that all warranties and representations of Assignor related to the Intellectual Property, as set forth in Section 7(h) of the Asset Purchase Agreement, are true and correct.

4. Additional Instruments. Assignor further agrees that it will at any time and from time to time, at the request of Assignee, execute and deliver to Assignee all other and further instruments necessary to vest in Assignee the right, title and interest in and to the Intellectual Property which this Assignment transfers to Assignee.

5. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of the parties and their representatives, successors and assigns.

6. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Illinois and applicable Federal law, without regard to its conflict of law principles.

[Remainder of page intentionally left blank. Signature page follows.]

Assignor and Assignee have executed this Assignment on the date first written above.

FOELL PACKING COMPANY

By: [Signature] President
David M. Johnson, President

BOST DISTRIBUTING CO., INC.

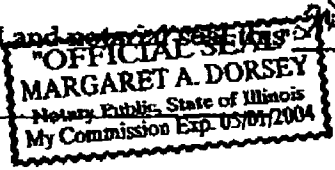
By: _____
James H. Bost, Jr., President

State of ILLINOIS
County of COOK

I, Margaret A. Dorsey, a Notary Public of said County and State, do hereby certify that DAVID M. JOHNSON, personally came before me this day and acknowledged that the foregoing instrument was signed by him.

WITNESS my hand and notarial seal this 9th day of June, 2003.

My Commission Expires: _____
[Affix Notarial Seal]



[Signature]
Notary Public

State of _____
County of _____

I, _____, a Notary Public of said County and State, do hereby certify that _____, personally came before me this day and acknowledged that the foregoing instrument was signed by him.

WITNESS my hand and notarial seal this ___ day of _____, 200__.

My Commission Expires: _____
[Affix Notarial Seal]

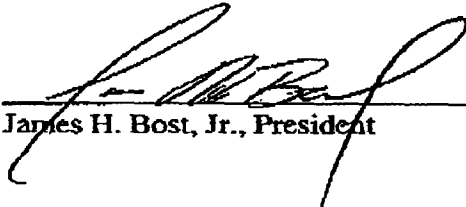
Notary Public

Assignor and Assignee have executed this Assignment on the date first written above.

FOELL PACKING COMPANY

By: _____
David M. Johnson, President

BOST DISTRIBUTING CO., INC.

By: 
James H. Bost, Jr., President

State of _____
County of _____

I, _____, a Notary Public of said County and State, do hereby certify that _____, personally came before me this day and acknowledged that the foregoing instrument was signed by him.

WITNESS my hand and notarial seal this ____ day of _____, 200__.

My Commission Expires: _____
[Affix Notarial Seal]

Notary Public

State of N.C.
County of CRAWFORD

I, J. Troy Smith, Jr., a Notary Public of said County and State, do hereby certify that James H. Bost, Jr., personally came before me this day and acknowledged that the foregoing instrument was signed by him.

WITNESS my hand and notarial seal this 24 day of May, 2003.

My Commission Expires: 7-20-06
[Affix Notarial Seal]


Notary Public

SCHEDULE I

INTELLECTUAL PROPERTY

Beverly™

Rose™

Foell Packing Company

Customer List in Paper Form

**020475-0001-001
NBMAIN520677A**