

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hormel Foods, LLC		10/12/2004	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S&S Brands, Inc.		
<b>Street Address:</b>	1007 Orange Street		
<b>Internal Address:</b>	Nemours Building, Suite 1410		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1487009	TOP SHELF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(717)237-5300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	717-232-8000		
<b>Email:</b>	sheberli@mwn.com		
<b>Correspondent Name:</b>	Sue Heberlig		
<b>Address Line 1:</b>	100 Pine Street		
<b>Address Line 4:</b>	Harrisburg, PENNSYLVANIA 17108		
<b>ATTORNEY DOCKET NUMBER:</b>	356/20806-0001		
<b>NAME OF SUBMITTER:</b>	Sue Heberlig		
<b>Total Attachments: 2</b>			
source=a586590#page1.tif			
source=a586596#page1.tif			

OP \$40.00 1487009

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT made as of the 12<sup>th</sup> day of Oct., 2004 by and between **HORMEL FOODS, LLC** (the "Assignor"), a Minnesota limited liability company having its principal place of business at 1 Hormel Place, Austin, Minnesota 55912-3680, and **S&S BRANDS, INC.** (the "Assignee"), a Delaware corporation having its principal office at 300 Delaware Avenue, Wilmington, Delaware 19801.

Assignor is the owner of the trademark and trademark registration listed on Schedule "A" attached hereto; and

Assignor has elected to transfer all of its right, title, and interest in and to the trademark and trademark registration to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title and interest in and to the trademark and trademark registration listed on Schedule "A" hereto, together with the goodwill of the business symbolized by the trademark and trademark registration, together with all claims for damages by reason of past infringement of said trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized corporate officer on the day and year first above written.

ATTEST: Dawn M. Bissen

**HORMEL FOODS, LLC**  
("Assignor")

By Kevin C. Jones  
Name: Kevin C. Jones  
Title: General Attorney and Secretary



**SCHEDULE A**

Trademark

Registration Number

TOP SHELF

1,487,009