

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stephen's Meat Products, Inc.		09/30/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bassian Farms, Inc.		
Street Address:	1855 South 10th Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1198367	STEPHENS	
Registration Number:	1205604	STEPHENS QUALITY CHECKED	
CORRESPONDENCE DATA			
Fax Number:	(415)882-5400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 882 5300		
Email:	RWhyte@ncblaw.com		
Correspondent Name:	Robert O. Whyte, Esq.		
Address Line 1:	90 New Montgomery Street, Suite 900		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Robert O. Whyte, Esq.		
Signature:	/Robert O. Whyte/		
Date:	12/19/2005		
Total Attachments: 3			

OP \$65.00 1198367

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ASSIGNMENT OF TRADEMARKS

WHEREAS, **STEPHEN'S MEAT PRODUCTS, INC.** (Assignor), a California corporation, having its principal offices at 105 South Montgomery Avenue, San Jose, CA 95110 is using and is the owner of the trademarks on Schedule A attached hereto as registered in the United States Patent and Trademark Office (the "Marks");

WHEREAS, **BASSIAN FARMS, INC.** (Assignee), a California corporation, having its principal place of business at 1855 South 10th Street, San Jose, CA 95112 is desirous of acquiring any and all rights Assignor may have throughout the world in and to the Marks and applications and registrations therefore, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, throughout the world, along with the right to receive for damages and profits for any past, present, or future infringements thereof,

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and its successors in interest, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and applications/registrations thereof, and including all common-law and other rights in the Marks, all claims, demands and causes for action, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any infringement of said trade names and marks prior to the date hereof, and does hereby empower Assignee, and its successors in interest, to sue for and collect the same, to its and their own and absolute use.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other acts the Assignee may require in order to vest all

Assignment of Trademarks (ROW0367-2)

**TRADEMARK
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Assignor's rights, title, and interest in and to the Marks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor, does hereby execute this assignment to take effect on the 30th day of September, 2005.

STEPHEN'S MEAT PRODUCTS, INC.

Linda Moroni *Jim Moroni*
By: _____
Title: *Corp Secretary* *General Manager*

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
STEPHENS	1198367
STEPHENS QUALITY CHECKED (and Design)	1205604

Assignment of Trademarks (ROW0367-2)