

09-14-1998

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4-94)



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings 0 0 0

100827698

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thorn Apple Valley, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State MI, Other

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

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. as Collateral Agent

Internal Address:

Street Address: 500 W. Monroe St

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State DE, 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: April 16, 1998

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

A. Trademark Application No.(s)

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

50

7. Total fee (37 CFR 3.41):

\$ 1265.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Kristin Brozovic Name of Person Signing

Kristin Brozovic Signature

Total number of pages including cover sheet, attachments, and document:

38

EXHIBIT A

TRADEMARKS

MARK	REGISTRATION NUMBER	APPLICATION NUMBER
Arden Farm	1,064,967	
Avanti	879,202	
Bacon-It!	954,532	
Bakewiches	1,025,345	
Bavarian Brand & Design	1,164,514	
Cert-I-Select	955,846	
Certified	1,056,186	
Corn King	703,635	
Country Classic	1,539,450	
Country Classic	1,299,757	
Crisp-Rite	1,355,722	
Deli-O	1,664,602	
Delta Rose	1,670,406	
Design (Bavarian logo)	1,152,561	
Dixie Farm	1,705,228	
Flavor King	1,722,213	
Guttenbar	1,679,040	
Ham Partner		74/622486
Just For Us	1,770,257	
Laperla (The Pearl)	67,726	
Masterpiece	1,609,217	
Nepco	781,094	
Preferred Trim	1,674,415	
Recipe Ready	1,174,414	
Regent (and Design)	1,140,924	
Royal Canadian Brand	1,220,165	
Royalist	1,492,463	
Salad Partner	74/622487	
Smokey Mountian	1,146,463	
Suzannah Farms	1,708,442	
Suzannah Farms	1,604,855	
Suzannah Farms (and Design)	1,731,359	
Suzannah's Dinner Ready Ham	1,656,938	

Tender Made	691,355	
Tender Made	356,304	
Ultimate Party Tray		74/624773
Ultra Lean	1,783,729	
Wilsco	702,670	
Wilson & Design	1,260,120	
Wilson & Design	1,262,568	
Wilson Certified	740,275	
Wilson Certified & Design	1,125,617	
Wilson Certified Since 1853 & Design	1,180,391	
Wilson Certified Since 1853 & Design	1,260,119	
Wilson Foods & Design	1,134,237	
Wilson Foods & Design (in Red)	1,134,238	
Wilson Tendercuts & Design	1,479,811	
Wilson Continental Deli & Design	1,292,482	
Wilson Food Service & Design	1,178,349	
Wilson Fryrite	1,334,540	

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 16th day of April, 1998 by and between Thom Apple Valley, Inc., a Michigan corporation ("Assignor"), and Heller Financial, Inc., a Delaware corporation, as Collateral Agent for certain Lenders ("Collateral Agent").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among Assignor, the Lenders from time to time party thereto, Cooperative Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent and as a Lender, Heller Financial, Inc., as Collateral Agent, as Documentation Agent and as a Lender, and Harris Trust and Savings Bank, as Co-Agent and as a Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agents and Lenders have agreed to make certain loans and extend certain other financial accommodations to Assignor;

WHEREAS, Assignor's obligations under the Loan Agreement ("Assignor's Obligations") are secured by a continuing security interest in certain of Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill, granted to Collateral Agent, for the benefit of Agents and Lenders, pursuant to the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of Assignor's Obligations, Assignor hereby grants to Collateral Agent, for the benefit of Agents and Lenders, a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A

attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, license or other royalty agreement relating to any of the foregoing, including but not limited to those items listed on Schedule C, whether as licensor or licensee, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iv) all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Collateral Agent, for the benefit of Agents and Lenders, under this Assignment, Assignor hereby assigns, transfers and conveys to Collateral Agent, for the benefit of Agents and Lenders, all of the Patents, Copyrights

and Trademarks, together with the rights and goodwill described in clause (iv) above to the extent necessary to enable Collateral Agent, for the benefit of Agents and Lenders, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Collateral Agent, for the benefit of Agents and Lenders, and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person by Collateral Agent, any other Agent or any Lender (except that if any Agent or any Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to Assignor's Obligations).

3. Acknowledgment. Assignor hereby acknowledges and consents to the assignment for security by TAV Brands, Inc. to Collateral Agent of all of TAV Brands, Inc.'s rights under that certain License Agreement dated April 6, 1991 between Assignor and TAV Brands, Inc., as amended, pursuant to that certain Assignment for Security of Patents, Trademarks and Copyrights of even date herewith between TAV Brands, Inc. and Collateral Agent.

4. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Assignor. Assignor shall provide Collateral Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights, trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

5. Effect on Loan Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agents and Lenders under the Loan Documents but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agents and Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, COLLATERAL AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

6. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Collateral Agent and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

8. CONSENT TO JURISDICTION. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO COLLATERAL AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

9. JURY TRIAL WAIVER. ASSIGNOR AND COLLATERAL AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE LOAN DOCUMENTS ASSIGNOR AND COLLATERAL AGENT EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE LOAN AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND COLLATERAL AGENT HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE

OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL,
AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL
RIGHTS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

THORN APPLE VALLEY, INC.

Address: 26999 Central Park Boulevard
Suite 300
Southfield, Michigan 48076

By: *Ronald P. Little*
Title: *Vice President & Controller*

Accepted and Agreed to:

HELLER FINANCIAL, INC.,
as Collateral Agent
500 West Monroe Street
Chicago, Illinois 60661

By: *Ronald P. Little*
Its: *VP*

[Signature page to the
Assignment For Security Of Patents, Trademarks And Copyrights]

STATE OF MICHIGAN)
) SS
COUNTY OF CAKLAND)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 16th of April, 1998 by Diane P. Wasilewski, personally known to me to be the Diane P. of Thorn Apple Valley, Inc., a Michigan corporation, on behalf of such corporation.

Diane P. Wasilewski
Notary Public
acting in Macomb County, MI
My commission expires:
July 29, 2001

DIANE P. WASILEWSKI
Notary Public, Macomb County, Michigan
My Commission Expires July 29 2001

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 17th of April, 1998 by Ronald E. Little, personally known to me to be the Vice President of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.

Christine Marie Danalewicz

Notary Public

My commission expires:

4-4-99



SCHEDULE A
Assignment for Security of Patents, Trademarks and Copyrights
THORN APPLE VALLEY, INC.

Patents

Patent Applications of

MICHAEL J. ROZZANO

directed to a

COMPARTMENTALIZED FOOD PACKAGE

Patent Application

Serial No.	08/608,278
Filed	February 28, 1996
Issued	Dec 09, 1997
Patent No.	5,695,798

Divisional Application

Serial No.	08/948,924
Filed	Oct 10, 1997

Reissue Application

Serial No.	09/023,585
Filed	Feb 13, 1998

SCHEDULE B
Assignment for Security of Patents, Trademarks and Copyrights
THORN APPLE VALLEY, INC.

Copyrights

None.

SCHEDULE C
Assignment for Security of Patents, Trademarks and Copyrights
THORN APPLE VALLEY, INC.

Trademarks

~~THORN~~

DET07/83779.1

DET07/83779.1

TRADEMARK
REEL: 1784 FRAME: 0627

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Date: 03/13/98
Time: 15:54:27

Client Index
by Client then Mark then Country

Page: 1

Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
ARDEN FARM	United States Thorn Apple Valley, Inc.	1,064,967	LMW Registered	05/03/97
ASTRO-HOT DOGS	United States TAV Brands, Inc.	897,940	Abandoned	09/01/90
AVANTI	United States Thorn Apple Valley, Inc.	879,202	Registered	10/21/99
BACK BAY	United States TAV Brands, Inc.	1,062,362	LMW Registered	03/29/97
BACON-IT!	United States Thorn Apple Valley, Inc.	954,532	Registered	03/06/03
BAKEWICHES	United States Thorn Apple Valley, Inc.	1,025,345	Registered	11/18/05
BAR H	United States TAV Brands, Inc.	THORN 1	Unfiled	
BAVARIAN BRAND & DESIGN	United States Thorn Apple Valley, Inc.	1,167,514	Registered	09/01/01
BEEFEATER (Stylized)	United States TAV Brands, Inc.	884,266	Abandoned	01/13/90

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Date: 03/13/98
Time: 15:54:28

Client Index
by Client then Mark then Country

Page: 2

Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
BIG BUY	United States TAV Brands, Inc.	THORN 2	Unfiled	
BIG-UNS	Korea, South Thorn Apple Valley, Inc.	269,734	LMW Registered	07/21/03
BIGGER THAN BUN LENGTH	United States Thorn Apple Valley, Inc.	THORN 3	LMW Unfiled	
BLUE RIDGE FARMS BRAND	United States TAV Brands, Inc.	THORN 4	Unfiled	
BONANZA	United States TAV Brands, Inc.	73/161905	LMW Abandoned	
BRIDGERLAND (Stylized)	United States Tri-Miller Packing Co.	1,668,658	LMW Registered	12/17/01
BUN LENGTH	United States TAV Brands, Inc.	THORN 5	Unfiled	
BUN PUPS	United States TAV Brands, Inc.	1,263,118	Abandoned	01/03/04
BUN-SIZE	United States TAV Brands, Inc.	THORN 6	LMW Unfiled	

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Date: 03/13/98
Time: 15:54:29

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by Client then Mark then Country

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
BUTCHER'S CHOICE	United States TAV Brands, Inc.	1,932,894	Registered	11/07/05
BUTCHER'S CHOICE (and Design)	United States TAV Brands, Inc.	1,655,663	Registered	09/03/01
CACHE COUNTRY (and Design)	United States Tri-Miller Packing Co.	1,696,263	LMW Registered	06/23/02
CAROLINA PRIZE	United States TAV Brands, Inc.	THORN 7	LMW Unfiled	
CAVANAUGH	United States TAV Brands, Inc.	75/217668	Pending	
CAVANAUGH LAKEVIEW FARMS (and	United States Cavanaugh Lakeview Farms	1,382,538	LMW Registered	02/11/06
CAVANAUGH LAKEVIEW FARMS (Styl	United States Cavanaugh Lakeview Farms	1,447,766	NHB Registered	07/14/07
CERT-I-SELECT	United States Thorn Apple Valley, Inc.	955,846	Registered	03/20/03
CERTIFIED	United States Thorn Apple Valley, Inc.	1,056,186	Registered	01/11/97

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Date: 03/13/98
Time: 15:54:30

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by Client then Mark then Country

Page: 4

Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
CHELSEA FARM & SMOKEHOUSE	United States Cavanaugh Lakeview Farms	1,788,304	LMW Registered	08/17/03
CHELSEA FARMS	United States TAV Brands, Inc.	CHELSEAFAR	Unfiled	
CLASSIC CHEF	United States Thorn Apple Valley, Inc.	1,390,077	Abandoned	04/15/96
CLASSIC CHEF AND DESIGN	United States Thorn Apple Valley, Inc.	1,390,078	Abandoned	04/15/96
COLONIAL	United States TAV Brands, Inc.	1,694,634	LMW Registered	06/16/02
COLONIAL	United States TAV Brands, Inc.	1,757,032	LMW Registered	03/09/03
COLONIAL'S GREAT CENTER CUT BA	United States TAV Brands, Inc.	1,073,707	Abandoned	
COLONIAL'S GREAT SPECIAL CUT B	United States TAV Brands, Inc.	THORN 8	Unfiled	
CONTINENTAL	United States TAV Brands, Inc.	THORN 9	LMW Unfiled	

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Date: 03/13/98
Time: 15:54:31

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by Client then Mark then Country

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
CORN KING	Korea, South Thorn Apple Valley, Inc.	319,153	Registered	08/03/05
CORN KING	Mexico Thorn Apple Valley, Inc.	435,238	Registered	11/03/02
CORN KING	United States Thorn Apple Valley, Inc.	703,635	Registered	08/30/00
CORN KING (and Design)	Korea, South Thorn Apple Valley, Inc.	319,154	Registered	08/03/05
CORN KING (AND DESIGN)	Mexico Thorn Apple Valley, Inc.	506,550	Registered	07/26/03
CORN KING (and Design)	Mexico Thorn Apple Valley, Inc.	448,705	Registered	07/26/03
CORN KING (and Design)	Russia Thorn Apple Valley, Inc.	138,044	Registered	01/17/04
COUNTRY BRAND	United States TAV Brands, Inc.	THORN 10	LMW Unfiled	
COUNTRY CLASSIC	United States Thorn Apple Valley, Inc.	1,539,450	Registered	05/16/09

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Date: 03/13/98
Time: 15:54:32

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by Client then Mark then Country

Page: 6

Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
COUNTRY CLASSIC	United States Thorn Apple Valley, Inc.	1,299,757	Registered	10/09/04
CRISP-RITE	United States Thorn Apple Valley, Inc.	1,355,722	Registered	05/14/05
DA DOGS	United States Thorn Apple Valley, Inc.	74/456780	Abandoned	
DAISY ROLL	United States TAV Brands, Inc.	1,767,557	LMW Registered	04/27/03
DANDY BRAND	United States TAV Brands, Inc.	THORN 11	Unfiled	
DELI TIME AND DESIGN	United States Thorn Apple Valley, Inc.	74/551117	Abandoned	
DELI TIME AND DESIGN	United States Thorn Apple Valley, Inc.	74/551118	Abandoned	
DELI-O	United States Thorn Apple Valley, Inc.	1,664,602	LMW Registered	11/12/01
DELTA ROSE	United States Thorn Apple Valley, Inc.	1,670,406	Registered	12/31/01

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Date: 03/13/98
Time: 15:54:33

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by Client then Mark then Country

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
DESIGN (Bavarian Logo)	United States Thorn Apple Valley, Inc.	1,152,561	LMW Registered	04/28/01
DESIGN (Chickens)	United States Cavanaugh Lakeview Farms	1,409,645	LMW Registered	09/16/06
DESIGN (Colonial Head Logo)	United States TAV Brands, Inc.	963,005	Registered	07/03/03
DESIGN (Three Chickens)	United States Cavanaugh Lakeview Farms	1,451,055	LMW Registered	08/04/07
DIXIE FARM	United States Thorn Apple Valley, Inc.	1,705,228	Registered	08/04/02
ENCORE	United States TAV Brands, Inc.	1,070,324	LMW Abandoned	07/26/97
EPICURE BRAND (and Design)	United States TAV Brands, Inc.	1,476,103	LMW Abandoned	02/09/08
EPICURE DELI	United States TAV Brands, Inc.	1,874,013	Registered	01/17/05
FANEUIL HALL	United States TAV Brands, Inc.	723,941	Registered	11/14/01

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Date: 03/13/98
Time: 15:54:35

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by Client then Mark then Country

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
FLAVOR KING	Argentina Thorn Apple Valley, Inc.	FLAVKINGAR	Unfiled	
FLAVOR KING	Brazil Thorn Apple Valley, Inc.	FLAVKINGBR	Unfiled	
FLAVOR KING	Chile Thorn Apple Valley, Inc.	FLAVKINGCL	Unfiled	
FLAVOR KING	Korea, South Thorn Apple Valley, Inc.	97-15304	Pending	
FLAVOR KING	Russia Thorn Apple Valley, Inc.	FLAVORRUSS	Pending	
FLAVOR KING	Russia Thorn Apple Valley, Inc.	97709237	Pending	
FLAVOR KING	United States Thorn Apple Valley, Inc.	1,722,213	Registered	10/06/02
FREE 'N' EASY	United States Thorn Apple Valley, Inc.	1,350,872	Abandoned	
GRANADA	United States TAV Brands, Inc.	THORN 12	Unfiled	

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Date: 03/13/98
Time: 15:54:36

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by Client then Mark then Country

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
GRILL CRAZY	United States TAV Brands, Inc.	74/491302	Abandoned	
GRILL CRAZY	United States TAV Brands, Inc.	2,136,492	Registered	02/17/08
GRILL CRAZY DAYS!	United States TAV Brands, Inc.	1,781,590	LMW Registered	07/13/03
GUNSBERG	United States TAV Brands, Inc.	927,837	Registered	01/25/02
GUTTENBAR	United States Thorn Apple Valley, Inc.	1,679,040	LMW Registered	03/10/02
HAM PARTNER	United States Thorn Apple Valley, Inc.	74/622486	Pending	
HAMELOT	United States TAV Brands, Inc.	873,922	Registered	07/29/99
HANDSCHUMACHER	United States TAV Brands, Inc.	974,424	Registered	12/04/03
HERRUD	Michigan TAV Brands, Inc.	M05-015	Registered	01/21/03

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Date: 03/13/98
Time: 15:54:51

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by Client then Mark then Country

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
HERRUD	United States TAV Brands, Inc.	1,656,378	LMW Registered	09/10/01
HERRUD (and Design)	Michigan TAV Brands, Inc.	M06-015	Registered	01/21/03
HERRUD (and Design)	United States TAV Brands, Inc.	1,657,539	LMW Registered	09/17/01
HICKORY HOST	United States TAV Brands, Inc.	935,440	LMW Abandoned	06/06/92
HICKORY HOUSE	United States TAV Brands, Inc.	M14-015	Abandoned	07/14/85
HICKORY KING	Mexico Thorn Apple Valley, Inc.	303686	Pending	
HICKORY KING	United States TAV Brands, Inc.	1,710,236	LMW Registered	08/25/02
HICKORY MAID	United States Thorn Apple Valley, Inc.	945,865	Abandoned	10/24/92
HICKORY N' HONEY	United States Thorn Apple Valley, Inc.	1,390,387	Abandoned	04/15/06

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
HK (and Design)	United States TAV Brands, Inc.	1,658,352	LMW Registered	09/24/01
HOLLY RIDGE FARMS	United States TAV Brands, Inc.	THORN 13	LMW Unfiled	
HONEY N' HICKORY	United States Thorn Apple Valley, Inc.	1,487,253	LMW Abandoned	05/03/08
IMPERIAL BRAND	United States TAV Brands, Inc.	THORN 14	Unfiled	
JUST FOR ME	United States Thorn Apple Valley, Inc.	74/562437	Abandoned	
JUST FOR US	United States Thorn Apple Valley, Inc.	1,389,250	Abandoned	04/08/06
JUST FOR US	United States Thorn Apple Valley, Inc.	1,770,257	Registered	05/11/03
LAPERLA (THE PEARL)	United States Thorn Apple Valley, Inc.	67,726	Registered	
LEAN 'N TRIM	United States TAV Brands, Inc.	1,687,981	LMW Registered	05/19/02

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
LEAN 'N TRIM	United States TAV Brands, Inc.	1,379,844	LMW Registered	01/21/06
LITTLE SMOKEY	United States TAV Brands, Inc.	THORN 15	Unfiled	
LONG DOGS	United States TAV Brands, Inc.	960,157	Registered	05/29/03
MADE WITH A LITTLE BIT OF LOVE	United States TAV Brands, Inc.	753,422	Registered	07/23/03
MADE WITH A LITTLE BIT OF LOVE	United States TAV Brands, Inc.	889,129	Registered	04/07/00
MASTER CARVE	United States TAV Brands, Inc.	THORN 16	Unfiled	
MASTER COOKED	United States TAV Brands, Inc.	1,061,315	LMW Registered	03/15/97
MASTER HAM	United States TAV Brands, Inc.	1,075,148	LMW Abandoned	10/11/97
MASTER PICNIC	United States TAV Brands, Inc.	1,085,616	LMW Abandoned	02/14/98

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
MASTER SMOKED	United States TAV Brands, Inc.	625,541	Abandoned	04/17/96
MASTERPIECE	United States Thorn Apple Valley, Inc.	1,609,217	Registered	08/07/00
MASTERPIECE COLLECTION	United States TAV Brands, Inc.	75/122158	Pending	
MEAT MART	United States TAV Brands, Inc.	THORN 30	Abandoned	
MEAT PARTNER	United States Thorn Apple Valley, Inc.	74/547101	Abandoned	
MONSTER DOGS	United States TAV Brands, Inc.	74/271717	LMW Abandoned	
MORNIN' CHOICE (Stylized)	United States TAV Brands, Inc.	74/085701	Abandoned	
NAGEL (and Design)	United States TAV Brands, Inc.	940,018	LMW Abandoned	08/01/92
NEFCO	United States TAV Brands, Inc.	1,430,430	LMW Abandoned	02/24/07

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
NEPCO	United States Thorn Apple Valley, Inc.	781,094	Registered	12/01/04
NEPCO (and Design)	United States TAV Brands, Inc.	1,738,519	LMW Registered	12/08/02
NEPCO (and Design)	United States TAV Brands, Inc.	1,026,304	LMW Registered	12/02/95
OLD FASHIONED BRAND	United States TAV Brands, Inc.	THORN 17	Abandoned	
OLD STRASENBURG	United States TAV Brands, Inc.	THORN 18	Unfiled	
OLDE VIRGINIE BRAND	United States TAV Brands, Inc.	THORN 19	LMW Unfiled	
OLE CAROLINA BRAND (and Design)	United States TAV Brands, Inc.	1,705,198	LMW Registered	08/04/02
OLE SMOKEY (Stylized)	United States TAV Brands, Inc.	THORN 20	LMW Unfiled	
OLE SMOKEY BRAND	United States TAV Brands, Inc.	THORN 29	LMW Unfiled	

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
OUR HOME GUARDED FLAVOR	United States TAV Brands, Inc.	836,411	Abandoned	10/03/87
OUR SPECIAL TRIM	United States Thorn Apple Valley, Inc.	OUR SPEC	Unfiled	
PITT'S FINEST	United States TAV Brands, Inc.	M10-026	Abandoned	
PIZZA PARTNER	United States Thorn Apple Valley, Inc.	74/622485	Abandoned	
PLAZA BRAND	United States TAV Brands, Inc.	970,292	Abandoned	10/09/93
PREFERRED TRIM	United States Thorn Apple Valley, Inc.	1,674,415	Abandoned	02/04/02
PRIME POULTRY (and Design)	United States Cavanaugh Lakeview Farms	1,376,715	LMW Registered	12/31/05
RECIPE READY	United States Thorn Apple Valley, Inc.	1,174,414	Registered	10/20/01
REGENT (and Design)	United States Thorn Apple Valley, Inc.	1,140,924	LMW Registered	10/28/00

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
ROSEN'S	United States TAV Brands, Inc.	THORN 21	LMW Unfiled	
ROYAL CANADIAN BRAND	United States Thorn Apple Valley, Inc.	1,220,165	LMW Registered	12/14/02
ROYAL CROWN DELI	United States TAV Brands, Inc.	73/695288	LMW Abandoned	
ROYALIST	United States Thorn Apple Valley, Inc.	1,492,463	LMW Registered	06/14/08
SALAD PARTNER	United States Thorn Apple Valley, Inc.	74/622487	Pending	
SAVORY	United States Thorn Apple Valley, Inc.	142,067	Abandoned	
SEASONING BACON	United States TAV Brands, Inc.	THORN 22	LMW Unfiled	
SELECTO	United States TAV Brands, Inc.	166,341	LMW Registered	04/03/03
SELECTO WINNERS (and Design)	United States TAV Brands, Inc.	1,040,690	LMW Abandoned	06/01/96

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
SKILLET BRAND	United States TAV Brands, Inc.	74/101681	LMW Abandoned	
SKILLET STRIPS	United States TAV Brands, Inc.	74/079327	LMW Abandoned	
SMART SELECTIONS	Mexico Thorn Apple Valley, Inc.	290957	Pending	
SMART SELECTIONS	United States TAV Brands, Inc.	1,732,149	LMW Registered	11/10/02
SMART SELECTIONS	United States TAV Brands, Inc.	2,044,445	Registered	03/11/07
SMILE IN EVERY BITE	United States TAV Brands, Inc.	THORN 23	LMW Unfiled	
SMOKY MOUNTAIN	United States Goodmark Foods, Inc.	1,146,463	Registered	01/27/01
SNAP 'N FRESH	United States TAV Brands, Inc.	75/382580	Pending	
SOMETHING TO SING ABOUT (and D	Michigan TAV Brands, Inc.	M50-073	Registered	11/15/00

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
SOMETHING TO SING ABOUT (and D United States TAV Brands, Inc.	United States	1,789,696	LMW Registered	08/24/03
SOUTHERN PRIZE BRAND United States TAV Brands, Inc.	United States	THORN 24	LMW Unfiled	
SQUARE MEAL DEAL United States TAV Brands, Inc.	United States	74/589060	Pending	
SUNRISE United States TAV Brands, Inc.	United States	THORN 25	LMW Unfiled	
SUZANNAH FARMS United States Thorn Apple Valley, Inc.	United States	1,708,443	LMW Registered	08/18/02
SUZANNAH FARMS United States Thorn Apple Valley, Inc.	United States	1,604,855	LMW Registered	07/03/00
SUZANNAH FARMS (and Design) United States Thorn Apple Valley, Inc.	United States	1,612,214	LMW Abandoned	09/04/00
SUZANNAH FARMS (and Design) United States Thorn Apple Valley, Inc.	United States	1,731,359	LMW Registered	11/10/02
SUZANNAH'S DINNER READY HAM United States Thorn Apple Valley, Inc.	United States	1,656,938	LMW Registered	09/10/01

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
SWEETASTE	United States TAV Brands, Inc.	THORN 26	Unfiled	
TAKE A TASTE DRIVE	United States TAV Brands, Inc.	75/433277	Pending	
TAKE A TASTE DRIVE	United States TAV Brands, Inc.	75/433276	Pending	
TENDER MADE	United States Thorn Apple Valley, Inc.	691,355	Registered	01/12/00
TENDER MADE	United States Thorn Apple Valley, Inc.	356,304	Registered	
THORN APPLE VALLEY	Canada Thorn Apple Valley, Inc.	420,307	Registered	12/03/08
THORN APPLE VALLEY	Japan Thorn Apple Valley, Inc.	08-076717	Pending	
THORN APPLE VALLEY	Korea, South Thorn Apple Valley, Inc.	269,733	LMW Registered	07/21/03
THORN APPLE VALLEY	Mexico Thorn Apple Valley, Inc.	491,180	LMW Registered	05/28/02

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
THORN APPLE VALLEY	Russia Thorn Apple Valley, Inc.	156,785	Registered	04/29/06
THORN APPLE VALLEY	United States TAV Brands, Inc.	1,527,164	Registered	02/28/09
THORN APPLE VALLEY (and Design	Canada Thorn Apple Valley, Inc.	422,970	Registered	02/04/09
THORN APPLE VALLEY (and Design	Korea, South Thorn Apple Valley, Inc.	269,735	LMW Registered	07/21/03
THORN APPLE VALLEY (and Design	Mexico Thorn Apple Valley, Inc.	149724	LMW Pending	
THORN APPLE VALLEY BRAND (and	United States TAV Brands, Inc.	1,657,542	LMW Registered	09/17/01
THORN APPLE VALLEY BRAND (Styl	United States TAV Brands, Inc.	1,534,506	Registered	04/11/09
THRIFTY-SERVE	United States Thorn Apple Valley, Inc.	THRIFTY	Unfiled	
TRIPLE M	United States Tri-Miller Packing Co.	THORN 27	Unfiled	

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
TRY THE NEW THRILL FOR THE GRI	United States TAV Brands, Inc.	1,776,665	NHB Registered	06/15/03
ULTIMATE PARTY TRAY	United States Thorn Apple Valley, Inc.	74/624773	Pending	
ULTRA DOGS	United States TAV Brands, Inc.	74/271752	LMW Abandoned	
ULTRA LEAN	United States Thorn Apple Valley, Inc.	1,783,729	Registered	07/20/03
WEE SMOKIE BRAND	Michigan TAV Brands, Inc.	THORN 28	Abandoned	08/20/74
WESTERN STYLE	United States Thorn Apple Valley, Inc.	153,171	Abandoned	
WESTERN STYLE GRILLERS	United States Thorn Apple Valley, Inc.	WESTSTYGRI	Unfiled	
WILSCO	United States Thorn Apple Valley, Inc.	702,670	Registered	08/09/00
WILSCO FRY	United States Thorn Apple Valley, Inc.	WILSCOFRY	Unfiled	

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
WILSON	Mexico Thorn Apple Valley, Inc.	446,321	Registered	11/03/02
WILSON	Mexico Thorn Apple Valley, Inc.	516,458	Registered	07/26/03
WILSON & DESIGN	Japan Thorn Apple Valley, Inc.	5-114707	Abandoned	
WILSON & DESIGN	Mexico Thorn Apple Valley, Inc.	511,334	Registered	01/09/05
WILSON & DESIGN	Russia Thorn Apple Valley, Inc.	143,390	Registered	01/17/04
WILSON & DESIGN	United States Thorn Apple Valley, Inc.	1,260,120	Registered	12/06/03
WILSON & DESIGN	United States Thorn Apple Valley, Inc.	1,262,568	Registered	12/27/03
WILSON & DESIGN	Venezuela Thorn Apple Valley, Inc.	3398/94	Unfiled	
WILSON (and Design)	Mexico Thorn Apple Valley, Inc.	466,321	Registered	11/03/02

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
----- WILSON (AND DESIGN)	Mexico Thorn Apple Valley, Inc.	258932	Pending	
WILSON CERTIFIED	United States Thorn Apple Valley, Inc.	740,275	Registered	11/06/02
WILSON CERTIFIED & DESIGN	United States Thorn Apple Valley, Inc.	1,125,617	Registered	10/02/99
WILSON CERTIFIED SINCE 1853 &	United States Thorn Apple Valley, Inc.	1,180,391	Registered	12/01/01
WILSON CERTIFIED SINCE 1853 &	United States Thorn Apple Valley, Inc.	1,260,119	Registered	12/06/03
WILSON CLASSIC	United States Thorn Apple Valley, Inc.	WILSONCLAS	Unfiled	
WILSON FOOD (and Design)	Mexico Thorn Apple Valley, Inc.	466,322	Registered	11/03/02
WILSON FOODS & DESIGN	United States Thorn Apple Valley, Inc.	1,134,237	Registered	04/29/00
WILSON FOODS & DESIGN (IN RED)	United States Thorn Apple Valley, Inc.	1,134,238	Registered	04/29/00

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Client: THORN Thorn Apple Valley, Inc.

Mark	Country/ Owner	Case Number	Atty Status	Next Renewal Date
WILSON MASTERPIECE & DESIGN	United States Thorn Apple Valley, Inc.	WILSONMAST	Unfiled	
WILSON PREFERRED	United States Thorn Apple Valley, Inc.	WILSONPREF	Unfiled	
WILSON PREFERRED TRIM	United States Thorn Apple Valley, Inc.	WILPREFTRI	Unfiled	
WILSON TENDERCUTS & DESIGN	United States Thorn Apple Valley, Inc.	1,479,811	Registered	03/08/08
WILSON'S CONTINENTAL DELI & DE	United States Thorn Apple Valley, Inc.	1,292,482	Registered	08/28/04
WILSON'S CORN KING (and Design	Korea, South Thorn Apple Valley, Inc.	319,155	Registered	08/05/05
WILSON'S FOOD SERVICE & DESIGN	United States Thorn Apple Valley, Inc.	1,178,349	Registered	11/17/01
WILSON'S FRYRITE	United States Thorn Apple Valley, Inc.	1,334,540	Registered	05/07/05
WILSON'S GOLDEN BRAND	United States Thorn Apple Valley, Inc.	WILSONGOLD	Unfiled	