

08-13-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101810301

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

1. Name of conveying party(ies):

M.G. Waldbaum Company *821-01*

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

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

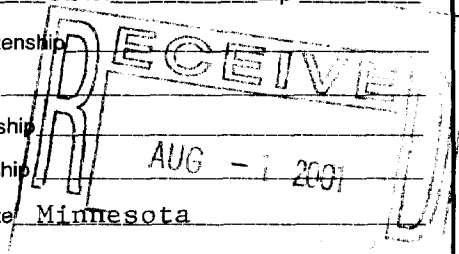
2. Name and address of receiving party(ies)

Name: Crystal Farms Refrigerated
Internal Distribution Company
Address: _____

Street Address: 6465 Wayzata Boulevard
City: Minneapolis State: MN Zip: 55416

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Minnesota
- 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: June 13, 2001

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

A. Trademark Application No.(s)
74/053629

B. Trademark Registration No.(s)
1907495, 1620182

Additional number(s) attached Yes No

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

Name: Peter M. Spingola, Esq.

Internal Address: Kirkland & Ellis

Street Address: 200 E. Randolph Dr.

Suite 5300

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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.

Peter M. Spingola
Name of Person Signing

Peter Spingola
Signature

August 1, 2001
Date

6

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

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

TRADEMARK
REEL: 002345 FRAME: 0585

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 13, 2001 ("Effective Date") by and between M.G. Waldbaum Company, a Nebraska corporation (f.k.a. Crystal Foods, Inc., a Minnesota corporation), with its principal office at 5353 Wayzata Boulevard, Suite 324, Minneapolis, Minnesota 55416 ("Assignor"), and Crystal Farms Refrigerated Distribution Company, a Minnesota corporation, with its principal office at 6465 Wayzata Boulevard, Minneapolis, Minnesota 55416 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor, the United States trademarks set forth on Schedule A attached hereto, and the United States trademark applications set forth on Schedule B attached hereto (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Trademarks (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits,

purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any applications relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to any of the rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

M.G. WALDBAUM COMPANY

John Reedy
Name: John Reedy

Title: VICE PRESIDENT-FINANCE

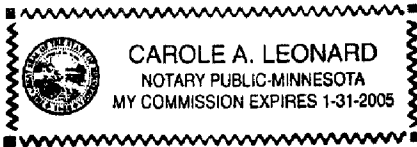
CRYSTAL FARMS REFRIGERATED DISTRIBUTION COMPANY

John Reedy
Name: John Reedy

Title: VICE PRESIDENT-FINANCE

STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

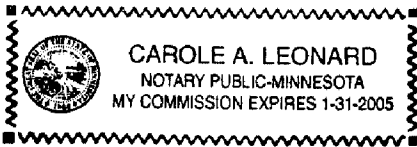
On this 13 day of June, 2001 there appeared before me John Reedy, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of M.G. Waldbaum Company.



Carole A. Leonard
Notary Public

STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

On this 13 day of June, 2001 there appeared before me John Reedy, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Crystal Farms Refrigerated Distribution Company.



Carole A. Leonard
Notary Public

SCHEDULE A

U.S. TRADEMARKS

Reg. No.	Reg. Date	Mark
1907495	07/25/95	NATURALLY FARM FRESH
1620182	10/30/90	WESTFIELD FARMS

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Filing Date	Mark
74/053629	04/27/90	NATURALLY FARM FRESH