

FORM PTO-1594
(Rev. 10/02)
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M&G 8442.143US01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Maple Creek Farms

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of _____
 Other: _____

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

2. Name and address of receiving party(ies):

SUPERVALU INC.
11840 Valley View Road
Eden Prairie, MN 55344

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be 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: March 18, 2004

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

A. Trademark Application No.(s)/ Mark(s)

78/359,017 (HONEY HILL FARMS)
78/359,028 (MAPLEWOOD FARMS PREMIUM DELI MEATS)

B. Trademark Reg. No.(s)/Mark(s)

Additional numbers attached? Yes No

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

Name: Scott W. Johnston
 Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910


6. Total number of applications and trademarks involved: Two (2)

7. Total fee (37 CFR 3.41): \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Signature:

Scott W. Johnston  April 14, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Director of the United States Patent and Trademark Office
 Washington, D.C. 20231

CH \$65.00 132725 78359017

TRADEMARK ASSIGNMENT

This Agreement is by and between Maple Creek Farms, a partnership having an office and place of business at 20 Douglas Road, Rochester, NY 14610, ("Assignor"), which has adopted and is using the marks **MAPLEWOOD FARMS PREMIUM DELI MEATS** and **HONEY HILL FARMS**, and **SUPERVALU INC.**, a Delaware corporation having its principal place of business at 11840 Valley View Road, Eden Prairie, MN 55344 ("Assignee").

WHEREAS, Assignor, is the owner of those certain trademarks identified as follows:

HONEY HILL FARMS, Serial No. ~~74/260,287~~ **78/359,017**

DPV/SPE

MAPLEWOOD FARMS PREMIUM DELI MEATS, Serial No. 78/359,028

the "Trademarks"; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Miscellaneous. In the event the business relationship terminates between the Assignor and Assignee, Assignee shall agree to reimburse the Assignor for the actual cost of the remaining cry-o-vac bags and labels purchased by the

Assignor that bear the Trademark names. In no event shall Assignee be required to purchase an amount exceeding the minimum required purchase of cry-o-vac bags, 20,000 per food item and labels, 10,000 per food item.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed and governed by the laws of the State of Minnesota.

The Commissioner of Patents and Trademarks is requested to issue the Certificate of Registration to said SUPERVALU INC.

IN WITNESS WHEREOF, the said Maple Creek Farms has caused this Agreement to be executed this 18 day of ~~February~~ MARCH, 2004. *DPJ*

SUPERVALU INC.

MAPLE CREEK FARMS

[Handwritten initials]
By: *Robert P. Keiff*
Its: Vice President

By: *David P. J.*
Its: PRESIDENT

Deleted: 03-05-2004
Inserted: 03-05-2004
Deleted: 02-29-2004