

01-28-2004

FICE

Docket No. 18618.0000

1/21/04

TRADE



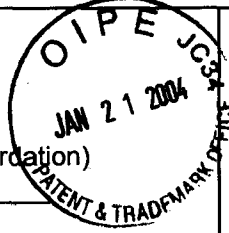
102655421

OVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____



Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
 Month Day Year
 10 28 2003

Name Farmland Industries, Inc.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Kansas

Receiving Party

Mark if additional names of receiving parties attached

Name SF Investments, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3411 Silverside Road

Address (line 2) 103 Baynard Building

Address (line 3) Wilmington

DE

19810

City

State/Country

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
 - Citizenship/State of Incorporation/Organization Delaware
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/27/2004 LUMELLER 00000180 191565 75500034

FOR OFFICE USE ONLY

01 FC:0521 40.00 DA
02 FC:0522 425.00 DA

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
 Address (line 1) _____
 Address (line 2) _____
 Address (line 3) _____
 Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 703-770-7971

Name Eric T. Fingerhut
 Address (line 1) 1650 Tysons Boulevard
 Address (line 2) 13th Floor
 Address (line 3) McLean, VA 22102
 Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 11

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<u>75588834</u>	<u>76366124</u>	_____	<u>2627686</u>	<u>2481477</u>	<u>2002279</u>
_____	_____	_____	<u>2648396</u>	<u>2534164</u>	<u>2665460</u>
_____	_____	_____	<u>2259058</u>	<u>2268526</u>	<u>2221690</u>

Number of Properties Enter the total number of properties involved. # 18

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 465.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

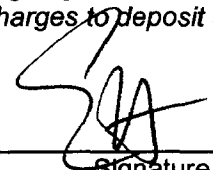
Deposit Account Number: # 19-1565

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Eric T. Fingerhut
 Name of Person Signing


 Signature

1/21/04
 Date Signed

SHAW PITTMAN
TRADEMARK RECORDATION FORM COVER SHEET CONTINUATION

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Enter Additional Conveying Party

Month Day Year

Name _____

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name _____

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2134538	2604938	1788588
1921051	1779770	2538137
1687338	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 28th day of October, 2003, by and among FARMLAND INDUSTRIES, INC., a Kansas cooperative corporation ("Industries"), FARMLAND FOODS, INC., a Kansas corporation ("Foods"), both Debtors-in-Possession (Industries and Foods are collectively referred to hereafter as "Assignor"), and SF INVESTMENTS, INC., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Foods, a subsidiary of Industries, is an integrated pork-processing company which sells fresh and processed pork into retail, foodservice, industrial and international channels (the "Business");

WHEREAS, Assignor is the owner of certain trademarks, service marks, trade names, trademark registrations and trademark applications listed on Exhibit A attached hereto and by this reference made a part hereof but excluding the Rejected Contracts and any contract or agreement constituting an Excluded Asset (collectively the "Marks");

WHEREAS, Assignor is transferring the Transferred Assets to KC Acquisition, Inc., a Delaware corporation, or its designees, pursuant to that certain Amended and Restated Asset Sale and Purchase Agreement ("Asset Purchase Agreement") dated October 12, 2003, and in connection therewith, Assignor desires to assign each of the Marks to Assignee and Assignee desires to accept such assignment and to acquire all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, in accordance with Section 4.2(a) of the Asset Purchase Agreement, Buyer has designated Assignee, an Affiliate of Buyer, as its designee, to accept the assignment of the Marks;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements stated herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the date hereof, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, its successors and assigns, absolutely and forever, all of Assignor's right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks throughout the world, and all registrations and pending applications therefor, in all countries throughout the world, together with all right, title and interest of Assignor in and to all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds or other remedies relating to those infringements.

2. **Acceptance.** As of the date hereof, Assignee hereby accepts the foregoing assignment.

3. **Further Assurances.** Assignor agrees to execute such further assignments and documents and to do such other acts as may be necessary or reasonably desirable to vest all of Assignor's right, title and interest in and to the Marks throughout the world in Assignee or as may be necessary or reasonably desirable to obtain, renew, or issue the Marks, including, without limitation, execution of powers of attorney as reasonably necessary and requested by foreign agents to record this Assignment and transfer the Marks on the records of trademark offices throughout the world.

4. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the Laws of the State of Missouri applicable to agreements made and to be performed entirely within such state, including all matters of construction, validity and performance.

5. **Jurisdiction.** During the Bankruptcy Cases, any suit, action or proceeding between the parties hereto relating to this Assignment or to any agreement, document or instrument delivered pursuant hereto or in connection with the transactions contemplated hereby, or in any other manner arising out of or relating to the transactions contemplated by or referenced in this Assignment shall be commenced and maintained exclusively in the Bankruptcy Court. The parties hereto submit themselves unconditionally and irrevocably to the personal jurisdiction of such court. Subsequent to the Bankruptcy Cases, any suit, action or proceeding between the parties hereto relating to this Assignment or to any agreement, document or instrument delivered pursuant hereto or in connection with the transactions contemplated hereby, or in any other manner arising out of or relating to the transactions contemplated by or referenced in this Assignment shall be commenced and maintained exclusively in the United States District Court for the Western District of Missouri, or if that court lacks jurisdiction over the subject matter, in a state court of competent subject matter jurisdiction sitting in Platte County, Missouri. The parties hereto submit themselves unconditionally and irrevocably to the personal jurisdiction of such courts, as applicable. The parties further agree that venue shall be in Western District of Missouri. The parties hereto irrevocably waive any objection to such personal jurisdiction or venue, including, but not limited to, the objection that any suit, action or proceeding brought in Western District of Missouri, has been brought in an inconvenient forum.

6. **Counterpart.** This Assignment may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

7. **Miscellaneous.** This Assignment is made in accordance with the terms of the Asset Purchase Agreement and is subject to the terms, conditions, and limitations set forth in the Asset Purchase Agreement, the provisions of which are incorporated herein by reference; as designee of Buyer under the Asset Purchase Agreement, the rights of Assignee under this Assignment shall be no greater than would be the rights of Buyer if Buyer were the assignee hereunder in lieu of Assignee, and the obligations of Assignor under this Assignment shall be no greater than would be the obligations of Assignor if Buyer were the assignee hereunder in lieu of

Assignee. Undefined capitalized terms herein are defined in the Asset Purchase Agreement. To the extent there is any conflict between this Assignment and the Asset Purchase Agreement the Asset Purchase Agreement will control.

[Remainder Of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

FARMLAND INDUSTRIES, INC.
Debtor in Possession

By: Robert B. Terry
Name: Robert B. Terry
Title: President and CEO

FARMLAND FOODS, INC.
Debtor in Possession

By: George H. Richter
Name: George H. Richter
Title: President

ASSIGNEE:

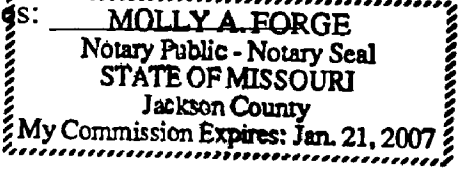
SF INVESTMENTS, INC.

By: _____
Name: Joyce M. Loeb
Title: Vice President

State of Missouri)
)
County of Jackson) ss:

On this 27th day of October, 2003, before me personally came Robert B. Terry to me known, who being by me duly sworn, did depose and say that he is the President and CEO of **Farmland Industries, Inc.**, the corporation described in and which executed the foregoing instrument; and signed his name thereto.

Molly A. Forge
Notary Public

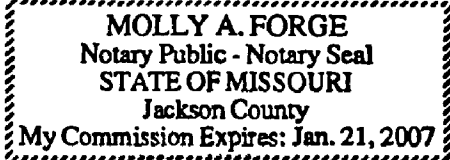
My commission expires: 

State of Missouri)
)
County of Jackson) ss:

On this 27th day of October, 2003, before me personally came George H. Richter to me known, who being by me duly sworn, did depose and say that he is the President of **Farmland Foods, Inc.**, the corporation described in and which executed the foregoing instrument; and signed his name thereto.

Molly A. Forge
Notary Public

My commission expires: _____



State of Delaware)
)
County of New Castle) ss:

On this 27th day of October, 2003, before me personally came Joyce M. Loeb to me known, who being by me duly sworn, did depose and say that she is the Vice President of **SF Investments, Inc.**, the corporation described in and which executed the foregoing instrument; and signed her name thereto.

Notary Public

My commission expires: August 1, 2004

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

FARMLAND INDUSTRIES, INC.
Debtor in Possession

By: _____
Name: Robert B. Terry
Title: President and CEO

FARMLAND FOODS, INC.
Debtor in Possession

By: _____
Name: George H. Richter
Title: President

ASSIGNEE:

SF INVESTMENTS, INC.

By: Joyce M. Loeb
Name: Joyce M. Loeb
Title: Vice President

State of Missouri)
)
County of Jackson) ss:

On this 27th day of October, 2003, before me personally came Robert B. Terry to me known, who being by me duly sworn, did depose and say that he is the President and CEO of **Farmland Industries, Inc.**, the corporation described in and which executed the foregoing instrument; and signed his name thereto.

My commission expires: _____

Notary Public

State of Missouri)
)
County of Jackson) ss:

On this 27th day of October, 2003, before me personally came George H. Richter to me known, who being by me duly sworn, did depose and say that he is the President of **Farmland Foods, Inc.**, the corporation described in and which executed the foregoing instrument; and signed his name thereto.

My commission expires: _____

Notary Public

State of Delaware)
)
County of New Castle) ss:

On this 27th day of October, 2003, before me personally came Joyce M. Loeb to me known, who being by me duly sworn, did depose and say that she is the Vice President of **SF Investments, Inc.**, the corporation described in and which executed the foregoing instrument; and signed her name thereto.

My commission expires: August 1, 2004

Pearlette J. Spence

Notary Public

PEARLETTE J. SPENCE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Aug. 1, 2004

Exhibit A
Marks -- United States

Country	Mark	Registered Owner	App. No.	Reg. No.	App./ Reg. Date	Status	Class	Goods & Services
United States	RIBBITS	Farmland Foods	76240758	2726435	6/17/03	Registered	29	Meats
United States	BIGEYE	Farmland Foods	75341782	2239704	4/13/99	Registered	29	Pork chops and pork loins
United States	PROUD TO BE FARMER-OWNED	Farmland Industries	74619171	2002279	09/24/1996	Registered	35	cooperative advertising and marketing services for food product producers
United States	AMERICA'S BEST PORK	Farmland Foods	75201591	2139858	2/24/98	Registered	35	Services namely advertising and promoting hogs produced by others
United States	CARANDO GOURMET "ALWAYS THE FINEST" & Design	Farmland Foods	73611390	1487651	5/10/88	Registered	29	Cooked and uncooked pastas and prepared fresh and frozen pasta based entrees
United States	PRIME USDA PRIME BEEF FARMLAND & Design	Farmland Foods	75144506	2099143	9/23/97	Registered	29	Meat
United States	CHOP SHOP	Farmland Foods	75094153	2082497	7/22/97	Registered	29	Processed meat for human consumption
United States	FARMLAND THE RIB COMPANY	Farmland Foods	74526094	1974182	5/14/96	Registered	29	Meat products, namely pork ribs
United States	BLACK ANGUS BEEF FARMLAND & Design	Farmland Foods	74508318	1878766	2/14/95	Registered	29	Meat products; namely, fresh beef cuts
United States	MARKET PLACE and Design	Farmland Foods	74254526	1788298	8/17/93	Registered	29	Meat products, namely, bacon, ham, and sausage
United States	MAPLE RIVER	Farmland Foods	73034355	1016403	7/22/75	Registered	29	Ham and sausage
United States	MAPLE RIVER	Farmland Foods	72390258	0934076	05/16/1972	Cancelled	29	Bacon
United States	HEARTLAND SELECTIONS	Farmland Foods	74244769	1810930	12/14/93	Registered	29	Mail order gift packs containing meats; namely, hams, sausage, bacon and luncheon meats
United States	FARM KING	Farmland Foods	73051632	1027474	12/16/75	Registered	29	Ham, bacon and pork loins

Country	Mark	Registered Owner	App. No.	Reg. No.	App./ Reg. Date	Status	Class	Goods & Services
United States	FARM KING BRAND	Farmland Foods	72255746	0842178	1/9/68	Registered	29	Canned ham and smoked, boneless fully cooked ham in cyrovac casing
United States	CASEReady	Farmland Foods	766564	1436564	4/14/87	Registered	29	Meats
United States	JASPER P. SWINEHERD	Farmland Foods	73417500	1306432	11/20/84	Registered	41	Entertainment Services--Namely, Live Theatrical Performance Featuring an Animated Character.
United States	CLASSIC ITALIAN	Farmland Foods	75376638	2538815	2/19/02	Registered	29	Italian specialty meats, namely, prosciutto, pepperoni, bologna, cooked salami, Salome cotto, ham, capicola, soppressata, appruzzese, mortadella, pancetta and Genoa salami
United States	FARMLAND EXTRA TENDER	Farmland Foods	74020542	1649600	7/2/91	Registered	29	Pork products; namely, pork loins, pork butts, pork spareribs, pork chops, pork roasts and pork steaks
United States	ROEGELEIN	Farmland Foods	74013453	1670393	12/31/91	Cancelled	29	Fresh, canned and cured ham; pork, bacon; pork sausage; fry sausage; salami, bologna, frankfurters, liver sausage, polish and smoked ring sausage; luncheon meats, chicken, breaded meat and poultry, pickled pig's fee; beef and lard
United States	CARANDO	Farmland Foods	73833474	1679542	3/17/92	Registered	29	Prepared food products; namely, meats and cheeses
United States	JEFFERSON COUNTY Stylized Letters	Farmland Foods	73701811	1509406	10/18/88	Registered	29	Bacon, ham, sausage
United States	SPRING HILL BRAND & Design	Farmland Foods	73701810	1580274	1/30/90	Registered	29	Bacon, ham, sausage
United States	MARCO POLO & Design	Farmland Foods	73688558	1493348	6/21/88	Registered	29, 30	Cooked beef, corned beef, pastrami and prepared fresh and frozen meat; cooked and uncooked pasta and prepared fresh and frozen pasta based entrees
United States	SOUZA'S and Design	Farmland Foods	73686669	1497895	7/26/88	Registered	29	Pork sausage, namely, linguica
United States	CIDER HOUSE	Farmland Foods	76241035	2591198	07/09/2002	Registered	29	Meats
United States	SMOKETS	Farmland Foods	76214552	N/A	2/26/01	Pending Application	29	Pork sausage
United States	CARANDO (and Design)	Farmland Foods	73831668	1650883	7/16/91	Registered	29	Prepared food products - namely, meats and cheeses
United States	OHSE and Design	Farmland Foods	N/A	1408722	9/9/86	Registered	29	Processed and packaged foods; namely, beef, ham, bacon, pork, chicken, cheese and combinations of luncheon meats, cold-cuts and cheeses, wieners, sausages, meat based luncheon loaf and chili

TRADEMARK

REEL: 002902 FRAME: 0350

Country	Mark	Registered Owner	App. No.	Reg. No.	App./ Reg. Date	Status	Class	Goods & Services
United States	OHSE	Farmland Foods	N/A	1405145	8/12/86	Registered	29	Processed and packaged foods; namely, beef, ham, bacon, pork, chicken, cheese and combinations of luncheon meats, cold-cuts and cheeses, wieners, sausages, meat based luncheon loaf and chili
United States	OHSE SLICER/SHAVER	Farmland Foods	N/A	1401437	7/15/86	Registered	29	Ham
United States	ARK VALLEY	Farmland Foods	73422358	1293079	9/4/84	Registered	29	Processed and Packaged Ham and Bacon
United States	TRIMCUT	Farmland Foods	73504677	1391211	4/22/86	Registered	29	Fresh meats, namely pork.
United States	T	Farmland Foods	73641207	1455614	9/1/87	Registered	29	Processed and packaged foods, namely frankfurters, bacon and ham.
United States	FARMSTEAD	Farmland Foods	N/A	1335724	5/14/85	Registered	29	Fresh and Processed Meats-Namely, Pork, Chicken and Lamb
United States	FARMLAND	Farmland Industries	76198649	2665460	12/24/2002	Registered	42	agricultural advisory and consulting services for farm property owners; retail grocery store services and/or retail automotive supply store services and/or retail farm and agricultural supply store services
United States	FARMLAND CERTIFIED PREMIUM BEEF	Farmland Industries	75588834	N/A	11/16/98	Pending Application	29	Meat and meat products
United States	PROUD TO BE FARMER OWNED	Farmland Industries	75431062	2259058	7/6/99	Registered	29	Meat
United States	FARMLAND PROUD TO BE FARMER OWNED & Design (color)	Farmland Industries	75431060	2268526	8/10/99	Registered	29	Meat
United States	PROUD TO BE FARMER OWNED & Design	Farmland Industries	75431061	2221690	2/2/99	Registered	29	Meats
United States	PROUD TO BE FARMER OWNED	Farmland Industries	75265107	2134538	2/3/98	Registered	29	Meat products, namely, pork and beef
United States	DELI QUICK	Farmland Industries	N/A	2604938	8/6/02	Registered	29	Meats

TRADEMARK

REEL: 002902 FRAME: 0351

Country	Mark	Registered Owner	App. No.	Reg. No.	App./ Reg. Date	Status	Class	Goods & Services
United States	BETTER FARMING BETTER FOOD	Farmland Industries	74190252	1788588	8/17/93	Registered	42	Agricultural cooperative services; namely, promoting the interest of member cooperatives and farmers; advice and consultation in the field of agricultural land usage; retail store and distributorship services featuring agricultural products and supplies
United States	SPRINGWATER FARMS SOUTHERN FARM FISH PROCESSORS, INC.	Farmland Industries	74341210	1921051	9/19/95	Registered	29	Fresh and frozen breaded catfish sold to the institutional market
United States	FARMLAND and Design	Farmland Industries	74020473	1779770	6/29/93	Registered	29	Meat products; namely, bacon, ham and sausage
United States	FARMLAND and Design	Farmland Industries	74013593	1687338	5/12/92	Registered	42	Retail grocery store services and/or retail automotive supply store services and/or retail farm and agricultural supply store services
United States	NO-KNIFE	Farmland Industries	73765137	1553072	8/22/89	Registered	29	Fresh pork
United States	THE BACON EXPERTS	Farmland Industries	76366124	N/A	2/4/02	Pending Application	29	Bacon
United States	ROCKY MOUNTAIN PRIDE	Farmland Industries	76334689	N/A	11/6/01	Pending Application	29	Bacon
United States	GRILLABLES	Farmland Industries	76357060	N/A	1/7/02	Pending Application	29	Meats
United States	FARMLAND	Farmland Industries	76228304	2538137	2/12/02	Registered	30	Bread
United States	FARMLAND & Design	Farmland Industries	76228306	2627686	10/01/2002	Registered	30	Bread
United States	PROUD TO BE FARMER OWNED	Farmland Industries	76228307	2534164	1/29/02	Registered	30	Bread
United States	FARMLAND	Farmland Industries	76198777	2648396	11/12/2002	Registered	29	Meat; pork products; namely, pork loins, pork butts, pork spareribs, pork chops, and pork roasts; meat products, namely, bacon, ham and sausage
United States	FARMLAND FAMILY ENTREES	Farmland Industries, Inc.	75794011	2,481,477	8/28/2001	Registered	29	Entrees consisting of prepared meats
United States	CUSTOM CUT	Farmland Foods, Inc.	737238395	1,217,125	11/16/1982	Canceled	29	Fresh pork