

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conagra Foods Packaged Foods Company, Inc.		05/27/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Choice One Foods, LLC		
<b>Street Address:</b>	4020 South Compton Avenue		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90011		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2100110	CHOICE ONE FOODS	
Registration Number:	2115518	CHOICE ONE FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)222-0818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-222-0800		
<b>Email:</b>	chiipdocket@michaelbest.com, jfschmidt@michaelbest.com		
<b>Correspondent Name:</b>	Joseph F. Schmidt c/o Michael Best		
<b>Address Line 1:</b>	Two Prudential Plaza, 180 N. Stetson Ave		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	019990-9001		
<b>NAME OF SUBMITTER:</b>	Joseph F. Schmidt		
<b>Signature:</b>	/joseph f. schmidt/		

CH \$65.00 2100110

Date:

09/28/2006

Total Attachments: 3

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## Assignment of Trademarks

ASSIGNMENT OF TRADEMARKS made this 27th day of May, 2005, by CONAGRA FOODS PACKAGED FOODS COMPANY, INC., a Delaware corporation with its principal place of business at Five ConAgra Drive, Omaha, NE 68102 ("**Assignor**"), to CHOICE ONE FOODS, LLC, a Delaware limited liability company with its principal place of business at 4020 South Compton Avenue, Los Angeles, California 90011 ("**Assignee**").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated May 24, 2005 (the "**Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including the trademarks of Assignor. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in the United States and in any other jurisdiction, if any, in, to and under Assignor's registered trademarks listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Marks**").

**NOW, THEREFORE**, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in the United States and in any other jurisdiction, if any, in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

**CONAGRA FOODS PACKAGED FOODS COMPANY, INC.**  
a Delaware corporation

By: \_\_\_\_\_

Name: Patrick J. Koley

Title: Vice President, Strategic Development



**SCHEDULE A**

<b>Trademark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Status</b>
CHOICE MEAT COMPANY, INC.	74/532,004	1,913,544	Registered
CHOICE ONE FOODS	75/028,058	2,100,110	Registered
CHOICE ONE FOODS & DESIGN	75/127,571	2,115,518	Registered
WE GET THE JOB DONE. YOU GET THE CREDIT.	75/636,503	2,314,553	Registered