# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Buehler Foods, Inc.		09/16/2011	CORPORATION: INDIANA

### RECEIVING PARTY DATA

Name:	Houchens North Foods, LLC
Street Address:	700 Church Street, P.O. Box 90009
City:	Bowling Green
State/Country:	KENTUCKY
Postal Code:	42101
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3015054	NOZZ
Registration Number:	3015057	

### CORRESPONDENCE DATA

Fax Number: (317)236-9907

Email: ptodocket@binghammchale.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Sherri K. Nierste

Address Line 1: 2700 Market Tower, 10 West Market Street

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	23225-56526; 56527
NAME OF SUBMITTER:	Sherri K. Nierste
Signature:	/Sherri K. Nierste/
Date:	11/15/2011

Total Attachments: 2

source=56526; 56527 - Assignment (Bill of Sale) of NOZZ Marks#page1.tif source=56526; 56527 - Assignment (Bill of Sale) of NOZZ Marks#page2.tif

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## BILL OF SALE – INTELLECTUAL PROPERTY

**BE IT KNOWN**, that Buehler Foods, Inc., a dissolved Indiana corporation (the "Seller") for One Dollar (\$1.00) and other good and valuable consideration received from Houchens North Foods, LLC, a Kentucky limited liability company (the "Buyer"), the receipt and sufficiency of which is hereby acknowledged, in conformance with its obligations under Paragraph 7.4 of the Asset Purchase Agreement dated June 2, 2008 entered into by and between Seller and Buyer, does hereby sell and assign to the Buyer the following intellectual property:

U.S. Service Mark Registration, NOZZ and Miscellaneous Design

Mark:

NOZZ

Registration No.:

3,015,054

Registration Date:

November 15, 2005

Mark:

MISCELLANEOUS DESIGN (Nozz Character)

Registration No.:

3,015,057

Registration Date:

November 15, 2005

TO HAVE AND TO HOLD, the same unto Buyer, its successors in interest, without limitation or condition. Seller warrants to Buyer that Seller has full right, title and claim to the item listed above; Seller has not previously sold, conveyed or assigned all or any portion of said intellectual property; Seller has not hypothecated, pledged or otherwise encumbered its interest in any of said intellectual property; no consent of any other party with respect to the transfer contemplated hereby is required that has not been obtained; and Seller has full power and authority to execute and deliver this Bill of Sale and neither the execution and delivery of this Bill of Sale nor the transfer affected hereby contravenes any agreement to which Seller is a party or by which it is bound.

IN WITNESS WHEREOF, Buehler Foods, Inc. caused this Bill of Sale to be executed by its duly authorized and empowered officer this f(g) day of September, 2011.

Buehler Foods, Inc.

Kris Buehler Massat, President

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STATE OF INDIANA	)	
	) SS	5
<b>COUNTY OF DUBOIS</b>	)	

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kris Buehler Massat and acknowledged the execution of the foregoing Bill of Sale to be her voluntary act and deed.

WITNESS, my hand and Notarial Seal this 16 day of September, 2011.

My Commission Expires:

May 23,2017

My County of Residence:

Sharon M. Wag

*Sharon M. Wagner* Notary Public - Printed

**NOTARY: AFFIX SEAL** 

THIS INSTRUMENT PREPARED BY WILLIAM J. KAISER, JR., ESQ., BINGHAM McHALE LLP, 212 WEST SIXTH STREET, JASPER, INDIANA 47546.

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**RECORDED: 11/15/2011** 

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