

TRADEMARK ASSIGNMENT

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
Primera Foods Corporation		06/27/2013	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	M.G. Waldbaum Company
Street Address:	301 Carlson Parkway, Suite 400
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55305
Entity Type:	CORPORATION: NEBRASKA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2702864	PRIMERA FOODS
Registration Number:	2850363	PRIMERA FOODS
Registration Number:	2889969	EGGSTREME
Registration Number:	2446294	PRIMEGG

CORRESPONDENCE DATA	
Fax Number:	6123351657
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	612-335-1448
Email:	eric.paulsrud@leonard.com
Correspondent Name:	Eric D. Paulsrud
Address Line 1:	150 South 5th Street, Suite 2300
Address Line 4:	Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	13992.00348
NAME OF SUBMITTER:	Eric D. Paulsrud

OP \$115.00 2702864

TRADEMARK

Signature:	/Eric D. Paulsrud/
Date:	07/08/2013
Total Attachments: 4 source=Trademark Assignment - Primer Food Corporation to MG Waldbaum - executed - 27-JUN-2013.doc#page1.tif source=Trademark Assignment - Primer Food Corporation to MG Waldbaum - executed - 27-JUN-2013.doc#page2.tif source=Trademark Assignment - Primer Food Corporation to MG Waldbaum - executed - 27-JUN-2013.doc#page3.tif source=Trademark Assignment - Primer Food Corporation to MG Waldbaum - executed - 27-JUN-2013.doc#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into and effective as of this 27th day of June, 2013 ("Effective Date") by and from Primera Foods Corporation, a Wisconsin corporation ("Seller") to M.G. Waldbaum Company, a Nebraska corporation, 301 Carlson Parkway, Suite 400, Minnetonka, Minnesota 55305 ("Buyer").

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement of even date with this Assignment;

WHEREAS, Seller has adopted and used and is the sole and exclusive owner of the entire right, title and interest in and to the marks and the trademark registrations for the marks set forth on **Exhibit A** and **Exhibit B** attached hereto and all underlying rights therein (the "Trademarks"); and

WHEREAS, as of the Effective Date, and pursuant to the Asset Purchase Agreement, Seller hereby desires to assign all of its rights, title and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, to Buyer.

NOW, THEREFORE, Seller agrees as follows:

1. **Assignment.** For good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers and conveys to Buyer, absolutely and in perpetuity, all of Seller's entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the registrations for the Trademarks, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor, as of the Effective Date.

2. **Further Assurances.** Seller agrees to cooperate at all times from and after the date hereof with respect to the supplying of any information reasonably requested by Buyer hereto regarding any of the matters described in this Assignment, and Seller agrees to execute such other instruments or documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of any conveyance, assignment, and transfer described herein.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.

4. **Amendments.** Neither this Assignment nor any term hereof may be amended, changed, waived, discharged or terminated, except by an instrument in writing signed by the parties hereto.

5. **Electronic Signature.** Delivery of an executed signature page to this Assignment by facsimile or email transmission shall be effective delivery of a manually executed version of this Assignment.

6. **Successors and Assigns.** This Assignment is binding on Seller, its successors and assigns, and will inure to the benefit of Buyer, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Buyer, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed effective as of the Effective Date.

PRIMERA FOODS CORPORATION

By: _____
Name: _____
Title: _____

Exhibit A

United States of America



Mark	Goods/Services	Registration Number / Registration Date
	Material treatment, namely food processing and manufacturing in CL 40	2,702,864 04/01/2003
	Food ingredients, namely dried eggs and dried vegetables for use in food manufacturing and processing in CL 29	2,850,363 6/8/2004
EGGSTREME	Egg powders made from modified liquid eggs in CL 29	2,889,969 09/28/2004
PRIMEGG	Eggs in CL 29	2,446,294 04/24/2001

Exhibit B

Japan

Mark	Goods/Services	Registration Number / Registration Date
PRIMEX	Dried eggs; dried eggs containing sugar; egg powder made from liquid eggs; eggs; processed eggs	5115192 02/29/2008