

MW
12/11/99

TRADEM.



101232626

Tab settings * * * *

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

1. Name of conveying Party(ies):
AGRIPROCESSORS, INC.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State Iowa
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 23, 1999

2. Name and address of receiving Party(ies)
Name: FB COMMERCIAL FINANCE, INC.

Internal Address: _____

Street Address: 135 North Meramec Avenue

City: St. Louis State: MO ZIP: 63105

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Missouri
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No's

2,036,953
2,031,920
2,029,970

Additional numbers attached? Yes No

6. Total Number of applications and registrations involved:..... 3

7. Total fee (37 CFR 3.41):.....\$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number:
02-4467

(Attach) duplicate copy of this page if paying by deposit account)

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

Name: Daniel A. Crowe

Internal Address: Bryan Cave LLP

Street Address:
One Metropolitan Square, Suite 3600, 211 N. Broadway

City: St. Louis State: MO ZIP: 63102

9. State 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.

Daniel A. Crowe *Daniel A. Crowe* 12/10/99

Name of Person Signing Signature Date

Total number of pages comprising this cover sheet: 1

DO NOT USE THIS SPACE

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12/27/1999 DNGUYEN 00000171 2036953

01 FC:481
02 FC:482

40.00
50.00
Commissioner of Patents and Trademarks
Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, AGRIPROCESSORS, INC., an Iowa corporation (the "Grantor"), having its principal offices at 220 West Street, Postville, Iowa 52162, is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks");

WHEREAS, FB COMMERCIAL FINANCE, INC., a Missouri corporation, having its principal offices at 135 North Meramec Avenue, St. Louis, Missouri 63105 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Marks; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the Marks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of September 23, 1999, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith; (ii) all cash and non-cash proceeds and products of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 23 day of September, 1999.

GRANTOR:

AGRIPROCESSORS, INC.
an Iowa corporation

By: [Signature]

Name: Aaron Rubashkin

Title: Pres.

STATE OF New York)

COUNTY OF New York)

On this 13 day of September, 1999, before me personally came Aaron Rubashkin to me known, who, being by me duly sworn did depose and say that he/she is the President of AGRIPROCESSORS, INC., an Iowa corporation, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: _____
ROBERT KOLODNEY
Notary Public, State of New York
No. 30-7331628
Qualified in Nassau County
Commission Expires Aug. 31, 2000

EXHIBIT
SEP 13 1999
BRYAN CAVE

GRANTEE:

FB COMMERCIAL FINANCE, INC.
a Missouri corporation

By: *Phillip M. Lykens*

Name: Phillip M. Lykens

Title: SVP

STATE OF MISSOURI)

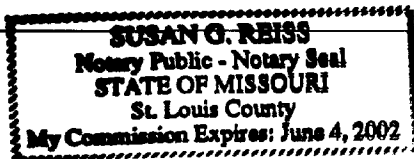
COUNTY OF ST LOUIS)

On this 21st day of September, 1999, before me personally came Phillip M. Lykens, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of FB COMMERCIAL FINANCE, INC., a Missouri corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Susan G. Reiss
Notary Public

My Commission Expires: _____



SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Reg No./Serial No.</u>	<u>Mark</u>	<u>Date</u>
2,036,953	SHOR HAVOR	2/11/97
2,031,920	RUBASHKIN	1/21/97
2,029,970	AARON'S BEST	1/14/97

TRADEMARK APPLICATIONS

<u>Reg No./Serial No.</u>	<u>Mark</u>	<u>Date</u>
None		

COMMON LAW TRADEMARKS

AGRIPROCESSORS