

"D" 11

10-30-2000



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

09-13-2000

101499276

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

T

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

1. Name of conveying party(ies):
Wayne Farms LLC

9-13-00

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of _____
 Other Limited Liability Companies - State of Delaware

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

2. Name and address of receiving party(ies):
Name: COOPERATIEVE CENTRALE RAIFFEISEN - BOERENLEENBANK B.A., NEW YORK BRANCH

Internal Address: _____
 Street Address: 245 Park Avenue
 City: New York State New York ZIP: 10167

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 28 2000

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Cooperative banking organization

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation 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)
 76-047,337 75-809,203 75-210,856 75-689,178
 75-651,973 75-094,263

B. Trademark registration No.(s)

1,940,458		
1,021,321	2,257,934	
1,741,511	1,219,304	2,243,651
1,941,995	2,102,050	2,122,194
1,369,311	2,243,652	980,466

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
 Internal Address: _____

 Street Address: 1445 Ross Avenue, Ste. 3200

 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41): \$ 465.00

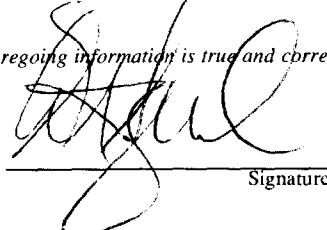
Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:
10-0447
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Andre M. Szuwalski  9/8/00
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

TRADEMARK SECURITY AGREEMENT

WHEREAS, **CONTIGROUP COMPANIES, INC.**, a Delaware corporation, **CONTIBEEF LLC**, a Delaware limited liability company, and **WAYNE FARMS LLC**, a Delaware limited liability company (individually a "Grantor" and collectively the "Grantors"), each own the Trademarks, Trademark registrations, and Trademark applications listed for each Grantor on Schedule 1 annexed hereto, and are a party to the Trademark Licenses listed for each Grantor on Schedule 1 annexed hereto; and

WHEREAS, Grantors, certain lenders and **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND"**, New York Branch, a cooperative banking organization incorporated in the Netherlands acting in its capacity as agent for the lenders (and in such capacity, herein the "Secured Party"), are parties to a Credit Agreement dated as of May 5, 2000 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantors; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of May 5, 2000 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among the Grantors and Secured Party, each Grantor has granted to Secured Party a security interest in all of its right, title and interest in, to and under all of its now owned and hereafter acquired Trademarks (as defined in the Security Agreement) listed for it on Schedule 1, Trademark registrations listed for it on Schedule 1, Trademark applications listed for it on Schedule 1 and Trademark Licenses (as defined in the Security Agreement) listed for it on Schedule 1, together with the goodwill of the business symbolized by such Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Secured Party a continuing security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration (together with any reissues, continuations or extensions thereof) and Trademark application referred to for such Grantor in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application referred to for such Grantor in Schedule 1 annexed hereto;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License referred to for such Grantor in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or

dilution of any Trademark or Trademark registration referred to for such Grantor in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to for such Grantor in Schedule 1 and the Trademarks licensed under any Trademark License referred to for such Grantor in Schedule 1, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License referred to for such Grantor in Schedule 1.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 5th day of May, 2000.

Acknowledged:

GRANTORS:

CONTIGROUP COMPANIES, INC.
CONTIBEEF LLC
WAYNE FARMS LLC

By: Richard A. Anderson
Richard A. Anderson
Authorized Officer for all Debtors

SECURED PARTY:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A., "RABOBANK NEDERLAND",
NEW YORK BRANCH, as agent

By: _____
Gordon Arnold
Executive Director

By: _____
Name: _____
Title: _____

dilution of any Trademark or Trademark registration referred to for such Grantor in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to for such Grantor in Schedule 1 and the Trademarks licensed under any Trademark License referred to for such Grantor in Schedule 1, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License referred to for such Grantor in Schedule 1.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 5th day of May, 2000.

Acknowledged:


GRANTORS:

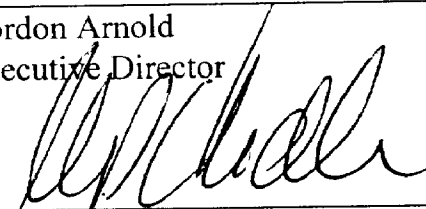
CONTIGROUP COMPANIES, INC.
CONTIBEEF LLC
WAYNE FARMS LLC

By: _____
Richard A. Anderson
Authorized Officer for all Debtors

SECURED PARTY:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A., "RABOBANK NEDERLAND",
NEW YORK BRANCH, as agent

By: 
Gordon Arnold
Executive Director

BDD By: 
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)
) §.
COUNTY OF NEW YORK

On the 4th day of May, 2000 before me personally appeared Richard A. Anderson, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as an authorized officer of ContiGroup Companies, Inc., ContiBeef LLC, and Wayne Farms LLC (collectively, the "company"), who being by me duly sworn, did depose and say that he is an authorized officer of the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

Erin M. Shoudt
Notary Public

My commission expires: November 30, 2000

ERIN M. SHOUDT
Notary Public, State of New York
No. 01SH6016758
Qualified in New York County
Commission Expires Nov. 30, 2000

ACKNOWLEDGMENT

STATE OF _____)
) §.
COUNTY OF _____)

On the _____ day of May, 2000 before me personally appeared Gordon Arnold, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Executive Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch (the "Bank"), who being by me duly sworn, did depose and say that he is the Executive Director of the Bank, the Bank described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said bank by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said Bank.

{Seal}

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) §.
COUNTY OF _____)

On the ____ day of May, 2000 before me personally appeared Richard A. Anderson, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as an authorized officer of ContiGroup Companies, Inc., ContiBeef LLC, and Wayne Farms LLC (collectively, the "company"), who being by me duly sworn, did depose and say that he is an authorized officer of the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

Notary Public

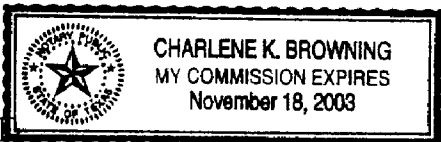
My commission expires: _____

ACKNOWLEDGMENT

STATE OF Texas)
) §.
COUNTY OF Dallas)

On the 4th day of May, 2000 before me personally appeared Gordon Arnold, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Executive Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch (the "Bank"), who being by me duly sworn, did depose and say that he is the Executive Director of the Bank, the Bank described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said bank by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said Bank.

{Seal}



Charlene K. Browning
Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) §.

On the 5th day of May, 2000 before me personally appeared PIETER KODDE to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as a SVP of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch (the "Bank"), who being by me duly sworn, did depose and say that he is a SVP of the Bank, the Bank described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said bank by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said Bank.

{Seal}

My commission expires: _____

Diana Wong
Notary Public
DIANA WONG
Notary Public, State of New York
No. 4973432
Qualified in Rockland County
Certified in New York County
Commission Expires October 22, 2000

Schedule 1
to
Trademark Security Agreement

ContiBeef LLC

TRADEMARK APPLICATIONS			
Mark	Application/ Registration/ Serial Number	Filing Date	Country of Registration
XIT	75-504, 974	6/18/98	United States

TRADEMARK REGISTRATIONS			
Mark	Serial Number/ Registration Number	Filing or Issue Date	Country of Registration
XIT	2,279,182	9/21/99	United States
CORONADO	1,077,633	11/15/77	United States
CONTIBEEF	76/000,209	3/14/00	United States

TRADEMARK LICENSES		
Mark	Application/Registration/ Serial Number	Filing Date
None		

Wayne Farms LLC

TRADEMARK APPLICATIONS			
Mark	Application/ Registration/ Serial Number	Filing Date	Country of Registration
NATURELLE	75-809,203	9/27/99	United States
PLENTIFULLS	75-689,178	4/23/99	United States
FAST FILLETS	75-210,856	12/10/96	United States
FARMECOLOGY	76-047,337	1/31/97	United States
MSC	75-651,973	3/2/99	United States
MUCOSAL STARTER CULTURE	75-094,263	4/25/96	United States
QUICK CREATIONS	857,364	9/29/97	Canada
SAVORY SENSATIONS	857,365	9/29/97	Canada
WAYNE FARMS Logo(class 29)	9800126438	11/9/98	China
WAYNE FARMS Logo(class 31)	9800126439	11/9/98	China
WAYNE FARMS Logo(class 35)	9800126440	11/9/98	China
WAYNE FARMS Logo	97-092,931	9/17/97	Ukraine
WAYNE FARMS	97-092,932	9/17/97	Ukraine

TRADEMARK REGISTRATIONS

Mark	Application/ Registration/ Serial Number	Filing or Issue Date	Country of Registration
QUICK CREATIONS	2,243,652	5/4/99	United States
SAVORY SENSATIONS	2,243,651	5/4/99	United States
THE FRESHNESS IS FROZEN IN	2,122,194	12/16/97	United States
CHICKEN POPS	1,941,995	12/19/95	United States
BUFFALOOS	1,741,511	12/22/92	United States
GAR LIPPERS	2,102,050	9/30/97	United States
DUTCH QUALITY HOUSE	1,369,311	11/5/85	United States
DUTCH QUALITY HOUSE Plus Design	1,219,304	12/7/82	United States
WAYNE FARMS	980,466	3/12/74	United States
WAYNE FARMS Logo	2,257,934	6/29/99	United States
FLAVOR BEST	1,021,321	9/23/75	United States
SOUTHLAND	1,940,458	12/12/95	United States
WAYNE FARMS Logo	173,392	3/24/99	Russia
WAYNE FARMS	174,124	4/13/99	Russia
SAVORY SENSATIONS	570,414	2/24/98	Mexico
QUICK CREATIONS	570,415	2/24/98	Mexico
WAYNE FARMS Logo	M41709	8/29/97	Latvia
WAYNE FARMS	M41710	8/29/97	Latvia

TRADEMARK LICENSES

Mark	Application/Registration/ Serial Number	Filing Date
None		