

08-02-2001



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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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I hereby certify this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY U.S. Patent and Trademark Office

2900 Crystal Drive,
Arlington, VA 22202-3513 on: ▼

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

1. Name of conveying party(ies): 7-18-01
Farmland National Beef Packing Company, LP
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State State of Delaware
 Other _____

Date: 7-13-01 Signed: Ami Wisdom
2. Name and address of receiving party(ies)
Name: Farmland Industries, Inc.
Internal
Address: Legal Dept. 62
Street Address: 12200 N. Ambassador Drive
City: Kansas City State: MO Zip: 64163
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Kansas
 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: 12/01/97

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)
75-794011
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Farmland Industries, Inc.
Internal Address: Legal Dept. - 62
Street Address: 12200 N. Ambassador Drive
City: Kansas City State: MO Zip: 64163

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
501800
(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.
Eliz. J. Pater Eliz. J. Pater 7/12/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002337 FRAME: 0964

**INTELLECTUAL PROPERTY
LICENSE AGREEMENT**

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT is entered into as of December 1, 1997, by and among FARMLAND NATIONAL BEEF PACKING COMPANY, L.P., a Delaware limited partnership ("National Beef"), U.S. PREMIUM BEEF, LTD., a Kansas cooperative corporation ("USPB"), FARMLAND INDUSTRIES, INC., a Kansas cooperative corporation and FARMLAND FOODS, INC., a Kansas cooperative corporation related to Farmland (Farmland Industries, Inc. and Farmland Foods, Inc. being collectively "Farmland"), and, all of whom together are hereinafter referred to as the "Parties".

Recitals

A. USPB and Farmland Industries, Inc. are parties to a Partnership Interest Purchase Agreement entered into effective July 31, 1997 wherein USPB has agreed to purchase an interest in National Beef from Farmland and other non-Farmland sellers;

B. The Parties intend for National Beef to have the right to use any and all label designs, trademarks, logos, service marks and/or trade names (hereinafter collectively referred to as "Marks") that (i) were previously used by National Beef and any predecessors in interests, (ii) are presently being used by National Beef, and (iii) are proposed or contemplated for use in the future by National Beef; and

C. The Parties have agreed to grant the following licenses in order to achieve such intention.

NOW, THEREFORE in consideration of the foregoing and the covenants and obligations set forth in the Partnership Interest Purchase Agreement entered into effective July 31, 1997, the Parties agree as follows:

Section 1 - Exclusive License From Farmland to National Beef

a. Farmland hereby grants to National Beef a paid up perpetual exclusive license to use the Marks listed in Schedule 1 attached hereto, in the United States of America subject to the following terms and conditions. It is understood and agreed that this license is limited to use of the complete Marks listed in Schedule 1, as well as any designs or logos that may be developed in the future pursuant to the terms of this agreement which incorporate the same. National Beef is not entitled to use the mark and name "FARMLAND", apart from the Marks as a whole.

b. National Beef agrees to limit its use of the Marks identified in Schedule 1 hereof to use in the United States of America, on or in conjunction with beef and beef products previously, presently and/or contemplated to be produced and/or marketed by National Beef.

c. National Beef acknowledges the ownership of the Marks in Farmland, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by National Beef shall inure to the benefit of and be on behalf of Farmland, and agrees to assist Farmland in recording this agreement with appropriate government authorities. National Beef agrees that nothing in this license shall give National Beef any right, title or interest in or to the Marks other than the right to use the same in accordance with this license.

d. National Beef agrees that the nature and quality of goods produced and/or marketed by National Beef in connection with the Marks listed in Schedule 1 shall conform to standards set by and be under the control of Farmland and shall be no less than the nature and quality of products currently produced and/or distributed by National Beef.

e. National Beef agrees to cooperate with Farmland in facilitating Farmland's control of the nature and quality of the products and use of the licensed Marks. National Beef will permit reasonable inspection of its operations for this purpose and will supply Farmland with specimens of use of the Marks upon request. National Beef shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of the beef products offered under the Marks.

f. Farmland shall have the right to terminate the license set forth in this Section 1 immediately: upon the appointment of any receiver or trustee to take possession of the properties of National Beef or in the event of any bankruptcy filing by or against National Beef which is not discharged within ninety (90) days of the date of such bankruptcy filing. If Farmland ceases to have a direct or indirect partnership interest in National Beef the license shall terminate as to the use of the word "Farmland". Farmland shall additionally have the right to terminate the license set forth in this Section 1 upon breach by National Beef of the quality control provisions contained herein, provided National Beef fails to remedy such breach within 90 days of receipt of written notice of the breach and receipt of an explanation of the manner in which such quality control problem can be resolved.

g. Upon termination of the license set forth in this Section 1, National Beef agrees to immediately discontinue all use of the Marks with respect to which the license has been terminated and to delete the same from its corporate or business name, to cooperate with Farmland or its appointed agent to supply to the appropriate authorities to cancel recording of this license from all government records, to destroy all printed materials bearing such Marks and all rights in the same and the goodwill connected therewith shall remain the property of

Farmland. It is understood that upon such termination of use of the name "FARMLAND," National Beef may continue to use the name or terms "NATIONAL BEEF", "CERTIFIED BEEF" and "BLACK ANGUS BEEF" without objection from Farmland, provided the term "FARMLAND" is not included with any such usage.

h. The Parties agree that any Marks developed in the future for exclusive use by National Beef shall be owned by National Beef, except that as to any such Marks which include or incorporate the name "Farmland" or a design, logo, mark or name used by Farmland, those Marks must first be approved in writing by Farmland and if so approved, Farmland hereby agrees to grant to National Beef a paid-up royalty free perpetual exclusive license to use the same in accordance with the terms and conditions of this Section 1.

i. It is understood and agreed that the license granted under this Section 1 is exclusive to National Beef, except that Farmland shall grant to a partner of National Beef (which partner may be Farmland itself) a paid-up perpetual license to use the Marks identified in Schedule 1 pursuant to the terms of this Section 1, in the event such partner is pursuing an opportunity related to the beef industry which National Beef declined to pursue pursuant to the terms and conditions of the Third Amended and Restated Limited Partnership Agreement and any amendments thereto, provided such usage does not include the term "FARMLAND".

j. The license granted under this Section 1 and all benefits, rights and duties hereunder are personal to National Beef. National Beef shall not, without the prior written consent of Farmland in each instance assign, delegate, subject to a security interest, sublicense or otherwise encumber the license granted under this Section 1. For purposes of this Section, the term "assign" shall be deemed to include all transfers of control to any person or entity or transfers effected by winding up, sale, consolidation, merger or other means.

k. Farmland agrees that it will not license any other person or entity to use the Marks set forth in Schedule 2 hereto except for the use of such Marks by Farmland Foods, Inc. with respect to processed beef product and case ready beef during the period that Farmland Foods, Inc. is not prohibited from engaging in the beef or beef byproducts business pursuant to Section 9.8 of Third Amended and Restated Agreement of Limited Partners of National Beef dated December 1, 1997.

Section 2 - Registration

a. Farmland shall maintain at its expense the United States trademark registration listed on Schedule 1 throughout the term of the respective licenses granted hereunder, and shall diligently pursue a United States application for registration of any unregistered marks listed on Schedule 1.

with a copy to:

Stinson, Mag & Fizzell, P.C.
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Attention: Jason A. Reschly
Facsimile: (816) 691-3495

If to Farmland Foods, to:

Farmland Foods, Inc.
10150 N. Executive Hills Blvd.
Kansas City, MO 64153
Attention: Gary E. Evans, CEO
Facsimile: (816) 891-1282

f. This agreement shall be governed by and construed in accordance with the domestic laws of the State of the Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Kansas.

g. No amendment of any provision of this agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any party of any default, whether intentional or not, shall be deemed to extend to any prior or subsequent default or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

h. Any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement effective as of the date first above written.

**FARMLAND NATIONAL BEEF PACKING
COMPANY, L.P.**

By *Gary E. Evans*
GARY E. EVANS
MANAGER

U.S. PREMIUM BEEF, LTD.

By Steven D. Hunt CEO
STEVEN D. HUNT

FARMLAND INDUSTRIES INC.

By Gary E. Evans
GARY E. EVANS
EXECUTIVE VP.

FARMLAND FOODS, INC.

By Gary E. Evans
GARY E. EVANS
CEO