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03-12-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102012367

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

1. Name of conveying party(ies): Farmland Industries, Inc. [] Individual(s) [] General Partnership [] Association [x] Corporation [] Limited Partnership [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Bankers Trust Company, as Administrative Agent Internal Address: Street Address: 31 West 52nd Street City: New York State: NY Zip: 10019 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] 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 [x] No

1. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [] Corporation-State [x] Other: Grant of Trademark Security Interest Execution Date: February 7, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/027727, 78/588835, 75/588834, 78/052800, 76/293757, 76/334669, 76/334685, 76/228304, 76/228306, 76/228307, 76/198646, 76/198645, 76/198649, 76/198775 and 76/198777 Additional number(s) attached [] Yes [x] No

B. Trademark Registration No.(s) 1154182, 1147641, 2259058, 2268526, 2221690, 2134538, 2175577, 2088808, 2032022, 2002279, 1994295, 1788588, 1684764, 1921051, 1672019, 1779770, 1687338, 1712672 and 1505107

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Weni Giesecking, Esq. Internal Address: Street Address: O'MELVENY & MYERS LLP 400 South Hope Street City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 34 7. Total fee (37 CFR 3.41) \$865.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (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. Weni Giesecking Name of Person Signing Signature February 22, 2002 Date Total number of pages including cover sheet, attachments, and document: []

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

03/12/2002 6TON11 00000050 78027727

01 FC:481 02 FC:482

40.00 OP 825.00 OP

LA1:961814.1

TRADEMARK REEL: 002458 FRAME: 0899

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FARMLAND INDUSTRIES, INC., a Kansas cooperative corporation ("**Grantor**" or "**Company**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor and Farmland Foods, Inc., a Kansas corporation ("**Foods**", together with Grantor, jointly and severally, the "**Borrowers**"), have entered into a Credit Agreement dated as of February 7, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bankers Trust Company as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements, Currency Agreements or Commodity Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements, as applicable, are entered into (in such capacity, "**Lender Hedge Providers**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 7, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in

Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

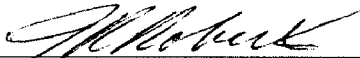

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of February 2002.

FARMLANDS INDUSTRIES, INC.

By:  
Name: Jeffrey R. Roberts
Title: Authorized Officer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Registered:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Farmland Industries, Inc.	FARMLAND F & DESIGN	1154182	5/12/81
Farmland Industries, Inc.	AGRI-TEXT & DESIGN	1147641	2/24/81
Farmland Industries, Inc.	PROUD TO BE FARMER OWNED	2259058	7/16/99
Farmland Industries, Inc.	FARMLAND PROUD TO BE FARMER OWNED & DESIGN (COLOR)	2268526	8/10/99
Farmland Industries, Inc.	PROUD TO BE FARMER OWNED & DESIGN	2221690	2/2/99
Farmland Industries, Inc.	PROUD TO BE FARMER OWNED	2134538	2/3/98
Farmland Industries, Inc.	PRODUCER-DRIVEN CUSTOMER-FOCUSED	2175577	7/21/98
Farmland Industries, Inc.	ALLIANCE FARMS & DESIGN	2088808	8/19/97
Farmland Industries, Inc.	FARMLINK	2032022	1/21/97
Farmland Industries, Inc.	PROUD TO BE FARMER OWNED	2002279	9/24/96
Farmland Industries, Inc.	AG21 & DESIGN	1994295	8/20/96
Farmland Industries, Inc.	BETTER FARMING BETTER FOOD	1788588	5/17/93
Farmland Industries, Inc.	PIGFINDER	1684764	4/28/92
Farmland Industries, Inc.	SPRINGWATER FARMS SOUTHERN FARM FISH PROCESSORS, INC.	1921051	9/19/95
Farmland Industries, Inc.	MARKETPULSE & DESIGN	1672019	9/14/92
Farmland Industries, Inc.	FARMLAND & DESIGN	1779770	6/29/93
Farmland Industries, Inc.	FARMLAND & DESIGN	1687338	5/12/92
Farmland Industries, Inc.	FARMLAND & DESIGN	1712672	9/1/92
Farmland Industries, Inc.	FARMLAND & DESIGN	1505107	9/20/88
Farmland Industries, Inc.	CO-DATA		

Schedule A-1

Grant of Trademark
Security Interest

LA1:957124.1

TRADEMARK
REEL: 002458 FRAME: 0903

Pending:

<u>Applicant</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Filing Date</u>
Farmland Industries, Inc.	AG2AG	78/027727	9/23/00
Farmland Industries, Inc.	CERTIFIED PREMIUM BEEF	75/588835	11/16/98
Farmland Industries, Inc.	FARMLAND CERTIFIED PREMIUM BEEF	75/588834	11/16/98
Farmland Industries, Inc.	DELIQUICK	78/052800	3/13/01
Farmland Industries, Inc.	DEVELOPNET	76/293757	8/2/01
Farmland Industries, Inc.	ROCKY MOUNTAIN PRIDE	76/334689	11/6/01
Farmland Industries, Inc.	STRATEGIC SOURCING	76/334685	11/6/01
Farmland Industries, Inc.	FARMLAND	76/228304	3/21/01
Farmland Industries, Inc.	FARMLAND & DESIGN	76/228306	3/21/01
Farmland Industries, Inc.	PROUD TO BE FARMER OWNED	76/228307	3/21/01
Farmland Industries, Inc.	PROUD TO BE FARMER OWNED	76/198646	1/23/01
Farmland Industries, Inc.	FARMLAND	76/198645	1/23/01
Farmland Industries, Inc.	FARMLAND	76/198649	1/23/01
Farmland Industries, Inc.	FARMLAND	76/198775	1/23/01
Farmland Industries, Inc.	FARMLAND	76/198777	1/23/01