

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

2-22-02



102010542

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

1. Name of conveying party(ies): 2002 FEB 22 PM 12:40 Farmland Foods, Inc. FINANCE SECTION [] Individual(s) [] General Partnership [x] Corporation [] Other [] Association [] Limited Partnership

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

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

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

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/240,758; 75/576,638; 76/241,035; and 76/214,552

B. Trademark Registration No.(s) 2239704, 2139858, 1487651, 1217125, 2099143, 2079082, 2082497, 2046470, 1974182, 1878766, 1788298, 1810930, 1894204, 1649600, 1908682, 1670393, 1679542, 1016403, 0934076, 1509406, 1580274, 1493348, 1497895 and 1650883

Additional number(s) attached [] Yes [x] No

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: 28 7. Total fee (37 CFR 3.41) \$ 715.00 [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: []

03/12/2002 GT0N11 00000034 76240758 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 DP 02 FC:482 675.00 DP

LA1:961816.1

TRADEMARK REEL: 002459 FRAME: 0594

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FARMLAND FOODS, INC., a Kansas cooperative corporation (“**Grantor**”), 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, Farmland Industries, Inc., a Kansas cooperative corporation (“**Company**”) and Grantor (Grantor, together with Company, 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.

[The remainder of this page is intentionally left blank]

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 FOODS, INC.

By: *J. Randall Vance* 
Name: J. Randall Vance
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 Foods, Inc.	BIGEYE	2239704	4/13/99
Farmland Foods, Inc.	AMERICA'S BEST PORK	2139858	2/24/98
Farmland Foods, Inc.	CARANDO GOURMET "ALWAYS THE FINEST" & DESIGN	1487651	5/10/88
Farmland Foods, Inc.	CUSTOM CUT	1217125	11/16/82
Farmland Foods, Inc.	PRIME USDA PRIME BEEF FARMLAND & DESIGN	2099143	9/23/97
Farmland Foods, Inc.	PRO CUT & DESIGN	2079082	7/15/97
Farmland Foods, Inc.	CHOP SHOP	2082497	7/22/97
Farmland Foods, Inc.	GRILLING ALERT	2046470	3/18/97
Farmland Foods, Inc.	FARMLAND THE RIB COMPANY	1974182	5/14/96
Farmland Foods, Inc.	BLACK ANGUS BEEF FARMLAND & DESIGN	1878766	2/14/95
Farmland Foods, Inc.	MARKETPLACE	1788298	8/17/93
Farmland Foods, Inc.	HEARTLAND SELECTIONS	1810930	12/14/93
Farmland Foods, Inc.	BRICK OVEN	1894204	5/16/95
Farmland Foods, Inc.	FARMLAND EXTRA TENDER	1649600	7/2/91
Farmland Foods, Inc.	GOURMET GRILLER RIBS	1908682	6/18/96
Farmland Foods, Inc.	ROEGELEIN	1670393	12/31/91
Farmland Foods, Inc.	CARANDO	1679542	3/17/92
Farmland Foods, Inc.	MAPLE RIVER	1016403	7/22/75
Farmland Foods, Inc.	MAPLE RIVER	0934076	5/16/72
Farmland Foods, Inc.	JEFFERSON COUNTY STYLIZED LETTERS	1509406	10/18/88
Farmland Foods, Inc.	SPRING HILL BRAND & DESIGN	1580274	1/30/90

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Farmland Foods, Inc.	MARCO POLO & DESIGN	1493348	6/21/88
Farmland Foods, Inc.	SOUZA'S AND DESIGN	1497895	7/26/88
Farmland Foods, Inc.	CARANDO (AND DESIGN)	1650883	7/16/91

Pending:

<u>Applicant</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Filing Date</u>
Farmland Foods, Inc.	RIBBITS	76/240,758	4/16/01
Farmland Foods, Inc.	CLASSIC ITALIAN	75/576,638	10/27/98
Farmland Foods, Inc.	CIDER HOUSE	76/241,035	4/16/01
Farmland Foods, Inc.	SMOKETS	76/214,552	2/26/01