

Form PTO-1594

(Rev. 10/02)

OMB No. 0661-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Creekstone Farms, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Creekstone Farms Brands, L.L.C.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 191 Waukegan Road

City: Northfield State: IL Zip: 60093

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Kentucky
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 1/14/2003

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

A. Trademark Application No.(s) 76/169,945;  
76/169,944; 76/169,941

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Max Shaftal

Internal Address: Patzik, Frank & Samotny Ltd.

Street Address: 150 South Wacker Drive

Suite 900

City: Chicago State: IL Zip: 60606

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:

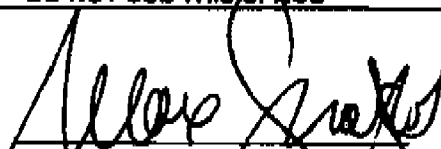
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DO NOT USE THIS SPACE

9. Signature.

Max Shaftal

Name of Person Signing



Signature

1/15/2003

Date

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

**5**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20531

Execution Copy

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 1st day of February, 2002, from CREEKSTONE FARMS, INC., a Corporation organized under the laws of the State of Illinois, having its principal office at 191 Waukegan Road, Northfield, Illinois 60093 ("Assignor"), to CREEKSTONE FARMS BRANDS, L.L.C. a limited liability company organized under the laws of the State of Kentucky and having an office at 191 Waukegan Road, Northfield, Illinois 60093 (the "Assignee").

WHEREAS, Assignor is the owner of certain Trademarks (as defined below);

WHEREAS, Assignor desires to memorialize the prior assignment to Assignee of all right, title and interest in said Trademarks in conjunction with a prior reorganization of related entities involving Assignee; and

WHEREAS, Assignee has agreed to take assignment of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over unto Assignee, its successors, legal representatives and assigns, all right, title and interest in, to and under the Trademarks, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, fully and entirely as if the same would have been held and enjoyed by Assignor if this Assignment had not been made. As used in this Assignment, "Trademarks" shall mean: (a) all trademark registrations and applications related to the Creekstone Farms business and the "CREEKSTONE FARMS" brand name, including all registrations and applications set forth in Schedule A attached hereto, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (b) any licenses and other agreements providing Assignor or a third party with the right to use any item of the type referred to in clause (a) (to the extent this Assignment is not in conflict with any provision of same), including the right to sue for breach or enforcement of any such licenses or other agreements, subject, in each case, to the terms of such licenses and other agreements; (c) any proceeds of any item of the type referred to in clauses (a) and (b), including license fees, royalty payments and the right to sue third parties for past, present or future infringements of same and to collect all proceeds of infringement suits and judgments in respect thereof for Assignee's own use or for the use of its successors, assigns or other legal representatives; and (d) the goodwill of that portion of Assignor's business to which any item of the type referred to in clauses (a) through (c) pertain.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any like official of any State or any country or countries foreign to the United States whose duty it is to register trademarks, to transfer all registrations and applications for a trademark or service mark included in the Trademarks to Assignee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, and to issue to Assignee, its successors, legal representatives and assigns, all registrations

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which may issue with respect to any such applications, in accordance with the terms of this instrument.

3. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of Assignee and at Assignee's cost and expense, take, or cause to be taken, all such other and further action as may be desired by Assignee in order to effect or confirm this Assignment, including executing and delivering, or causing to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Trademarks hereunder; and communicating to Assignee any facts relating to the Trademarks known to Assignor, and testifying in any legal proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks or otherwise confirming Assignee's interests in the Trademarks.

4. General Provisions.

a) This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

b) The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.

c) This Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

d) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment may be executed by facsimile signature and such facsimile signature shall be deemed an original.

e) This Assignment shall be interpreted and enforced under the laws of the State of Illinois, without regard to any choice of laws or conflict of laws rule thereof, and, to the extent applicable, United States federal law governing trademarks.

[Signature Page Follows]



**SCHEDULE A**

Creekstone Farms, Inc.

United States Trademark Applications

<b>Mark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Class</b>	<b>Goods</b>
CREEKSTONE FARMS and Design	76-169,945	11/22/2000	29	Fresh and Frozen Beef, Further Processed Beef, Cooked Beef and Processed Cooked Beef
CREEKSTONE FARMS and Design	76-169,944	11/22/2000	29	Fresh and Frozen Pork, Further Processed Pork, Cooked Pork and Processed Cooked Pork
CREEKSTONE FARMS	76-169,941	11/22/2000	29	Fresh and Frozen Pork, Further Processed Pork, Cooked Pork and Processed Cooked Pork