

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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 BRANDS, L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LLC - KENTUCKY

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

2. Name and address of receiving party(ies)
Name: CFPB HOLDINGS, LLC
Internal Address: _____
Address: _____
Street Address: 604 Goff Industrial Park Road
City: Arkansas City State: KS Zip: 67005

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other LLC-Delaware

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 1/22/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/169,945

B. Trademark Registration No.(s) 2,504,880
2,504,864

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


 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1325

DO NOT USE THIS SPACE

9. Signature.
Max Shaftal  08/29/2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$90.00 501325 76169945

Execution Draft

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 22 day of January, 2003, from CREEKSTONE FARMS BRANDS, L.L.C., a Kentucky limited liability company, having an office at 191 Waukegan Road, Northfield, Illinois 60093 ("Assignor"), to CFPB HOLDINGS, LLC a Delaware limited liability company having an office at 604 Goff Industrial Park Road, Arkansas City, Kansas 67005 (the "Assignee").

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

WHEREAS, in connection with the organization of Assignee and the issuance of a membership interest in Assignee to Assignor or its affiliates, Assignor desires to assign to Assignee all right, title and interest in said Trademarks; 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.

a) As used in this Assignment, "Trademarks" shall mean: (a) all of the beef (meat from cattle) and beef products, and beef-related (i.e. beef deli meats) trademark registrations and applications related to Creekstone or Creekstone Farms, including the portion of Assignor's business to which such registrations and applications pertain and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe (including any logo forms thereof), including but not limited to all trademark registrations and applications set forth in Schedule A attached hereto; (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 (other than those past, present and future Accounts (as defined in the U.C.C. §9-106) which arise from the sale of Assignor's products sold in connection with the permitted uses of the Trademarks) 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.

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b) The Parties acknowledge that the Trademarks specifically exclude:

(a) all of the non-beef protein (i.e. meat from animals other than cattle, such as poultry and/or pork) and non-beef protein products, and non-beef protein-related (i.e. non-beef deli meats, such as poultry and/or pork deli meats) trademark registrations and applications related to Creekstone or Creekstone Farms, including but not limited to the trademark registrations and applications set forth in Schedule B attached hereto and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe (as well as any logo forms thereof); (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 (collectively, the "Excluded Marks").

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 or its designee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, and to issue to Assignee or its designee, successors, legal representatives and assigns, all registrations 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. Representations. Assignor hereby represents that: (a) Assignor owns the Trademarks free and clear of all security interests, liens, encumbrances or creditor claims of any nature and Assignor has not executed any agreement, assignment, sale or encumbrance in material conflict herewith; (b) Assignor has the full right to convey the entire interest in the Trademarks herein assigned; (c) Assignor's rights in the Trademarks are valid, subsisting, unexpired, in proper form and enforceable and all renewal fees and other maintenance fees that have fallen due on or prior to the effective date of this Agreement have been paid; (d) the Trademarks do not violate or infringe, and have not violated or infringed, the intellectual

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property rights of any third party; (e) Assignor has received no material demand, claim, notice or inquiry which challenges or threatens to challenge or inquires as to whether there is any basis to challenge, the validity of, or Assignor's rights in, the Trademarks, and Assignor knows of no material basis for any such challenge; (f) to Assignor's knowledge, no third party is infringing the Trademarks of Assignor; (g) Assignor has not granted any express license with respect to the Trademarks to any third party and any authorizations to produce product for Assignor do not comprise express licenses; (h) Assignor has received no notice that the Trademarks are the subject of any proceeding before any governmental, registration or other authority in any jurisdiction, including any office action or other form of preliminary or final refusal of registration; and (i) the consummation of the transaction contemplated hereby will not alter or impair any of the Trademarks.

5. Assignor Covenants. Assignor hereby covenants and agrees that: (a) Assignor will not execute any agreement, assignment, sale or encumbrance (nor promise to do so) in material conflict with this Assignment; (b) Assignor will not use, seek to register, register or authorize others to use, seek to register or register the Trademarks or any other trademarks (other than the Excluded Marks) substantially or confusingly similar thereto anywhere in the world and will not challenge Assignee's right to use, seek to register or register the Trademarks and any like marks anywhere in the world; and (c) will cease using the Trademarks, except to the extent permitted to do so herein and/or by separate, written agreement between the parties and/or their affiliates.

6. Assignee Covenants. Assignee covenants and agrees that upon the formation of, in either case, the Pork Brand Company and/or the Poultry Brand Company (as those terms are defined in that certain Side Letter dated as of January 8, 2003, from the Bank of Nova Scotia to Assignor (the "Side Letter"), and upon written notice to the Operating Company (as defined in the Side Letter) indicating a bona fide intention of the Pork Brand Company and/or the Poultry Brand Company, respectively, to use the CREEKSTONE FARMS trademark or a derivative thereof for deli meats, the Operating Company shall provide a royalty free, perpetual license to such company under the trademark for CREEKSTONE FARMS, Registration Number 2,504,880 (the "Deli Meats Trademark"), subject to reasonable quality control standards (i.e., at least comparable in quality to the Deli Meats products provided by Assignor as of the date hereof). In addition, either prior to, or reasonably promptly after the first use in commerce of the Deli Meats Trademark by the Pork Brand Company and/or the Poultry Brand Company, respectively, the Operating Company shall file an application for registration of a United States trademark for CREEKSTONE FARMS in international class 29 for "Deli Meats, namely, Deli Meats comprising Pork and Pork Products" and/or "Deli Meats, namely Deli Meats comprising Poultry and Poultry Products," respectively, based on such use (or intended use). The Operating Company shall use reasonable commercial efforts to have such application(s) issue as registration(s) in due course. Upon registration of such application(s), the Operating Company shall assign the applicable registration(s) to the Pork Brand Company and/or the Poultry Brand Company, respectively. This Section is intended to and shall supercede and replace Section 9(c) of the Side Letter. Assignee expressly acknowledges that any assignment or license respecting the Trademarks to the Operating Company subsequent to the Effective Date shall be subject to this Section.

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7. Assignee further covenants that it will not interfere with use of any of the Excluded Marks and/or any of the permitted uses of the Trademarks by Assignor and/or its affiliates.

8. Indemnity. From and after the effective date of this Agreement, Assignor hereby agrees to indemnify, save and hold the Assignee, its successors and assigns, harmless and defend each of them from and against: (a) any and all losses asserted against, imposed upon or incurred by Assignee resulting from any breach of Assignor's representations and covenants set forth in Sections 4 and 5; and any past, present or future suit, action, investigation, claim or proceeding with respect to a dispute pertaining to the Trademarks arising prior to the date hereof; and (b) any and all reasonable attorneys' fees and expenses incurred by Assignee in connection with any such suit, action, investigation, claim or proceeding.

9. 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.

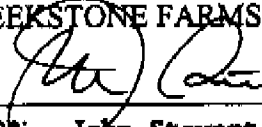
d) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment may be executed by facsimile signature and such facsimile signature shall be deemed an original.

e) This Assignment shall be interpreted and enforced under the laws of the State of New York 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]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer, as of the date first above written.

ASSIGNOR:
CREEKSTONE FARMS BRANDS, L.L.C.

By: 
Name: John Stewart
Title: Manager

AGREED AND ACKNOWLEDGED:
CFPB HOLDINGS, LLC

By: 
Name: John Stewart
Title: Chief Executive Officer

The BANK OF NOVA SCOTIA hereby agrees and acknowledges that Section 6 of this Agreement shall supercede and replace Section 9(c) of the Side Letter (as defined herein).

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer, as of the date first above written.


ASSIGNOR:
CREEKSTONE FARMS BRANDS, L.L.C.

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED:
CFPB HOLDINGS, LLC

By: _____
Name: _____
Title: _____

The BANK OF NOVA SCOTIA hereby agrees and acknowledges that Section 6 of this Agreement shall supercede and replace Section 9(c) of the Side Letter (as defined herein).

By:  _____
Name: John Agnew
Title: SENIOR VICE PRESIDENT

SCHEDULE A**(Trademarks)****Creekstone Farms Brands, L.L.C.****United States Trademark and Service Mark Registrations and Applications**

Mark	Reg. No. or Appl. Date	Reg. Date or Appl. Date	Classes
CREEKSTONE FARMS	2,504,880	11/6/2001	29 ¹
CREEKSTONE FARMS	2,504,864	11/6/2001	29 ²
CREEKSTONE FARMS and Design	76-169,945	11/22/2000	29 ³

¹ Deli Meats² Fresh, Frozen and Further Processed Beef³ Fresh and Frozen Beef, Further Processed Beef, Cooked Beef and Processed Cooked Beef

SCHEDULE B**(Excluded Marks)**

Creekstone Farms Brands, L.L.C.

United States Trademark and Service Mark Registrations and Applications

Mark	Reg. No. or Appl. No.	Reg. Date or Appl. Date	Classes
CREEKSTONE FARMS and Design	2,258,830	7/6/1999	5 ¹ , 31 ²
CREEKSTONE FARMS and Design	2,205,741	11/24/1998	42 ³
CREEKSTONE FARMS	2,258,829	7/6/1999	5 ¹ , 31 ²
CREEKSTONE FARMS	2,205,740	11/24/1998	42 ³
CREEKSTONE FARMS and Design	76-169,944	11/22/2000	29 ⁴
CREEKSTONE FARMS	76-169,941	11/22/2000	29 ⁴
CREEKSTONE FARMS	76-480,212	1/2/2003	29 ⁵

¹ Cattle Semen² Live Cattle and Cattle Embryos³ Cattle Breeding Services⁴ Fresh and Frozen Pork, Further Processed Pork, Cooked Pork and Processed Cooked Pork⁵ Fresh and Frozen Poultry, Further Processed Poultry, Cooked Poultry and Processed Cooked Poultry