

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): Jeffrey L. Hill, appointed Chapter 7 Trustee in In re Future Beef Operations, LLC, Case No. 02-12569 EEB, U.S. Bankruptcy Court-D. Co. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other Chapter 7 Trustee in In Re Future Beef Operations, LLC Case No. 02-12569 EEB Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: CREEKSTONE FARMS PREMIUM BEEF, LLC Internal 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 [x] 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 [x] No

3. Nature of conveyance: [x] 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) 76/310,582 Additional number(s) attached [ ] Yes [x] No

B. Trademark Registration No.(s)

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: 1 7. Total fee (37 CFR 3.41) \$ 40 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 50-1325

DO NOT USE THIS SPACE

9. Signature. Max Shaftal Name of Person Signing [Signature] Signature 08/29/2003 Date [11]

Total number of pages including cover sheet, attachments, and document. 11 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Best Assignments Washington, D.C. 20231

CH \$40.00 501325 76310582

Execution Draft

**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of the 22 day of January, 2003, is made by Jeffrey L. Hill (the "Assignor"), acting solely in his capacity as the duly appointed Chapter 7 Trustee in *In Re Future Beef Operations, LLC*, Case No. 02-12569 EEB, United States Bankruptcy Court for the District of Colorado, in favor of Creekstone Farms Premium Beef LLC (the "Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

**WITNESSETH**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 10, 2003;

WHEREAS, upon the terms, and subject to the conditions set forth in the Purchase Agreement, the Assignor desires to sell, convey, transfer, assign and deliver to the Assignee all of the Subject Property comprising Intellectual Property (as defined herein); and

WHEREAS, the Assignee desires to execute and deliver such instruments of conveyance that are necessary to effect the purchase and sale of the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment. Assignor by these presents hereby sells, assigns, conveys, transfers and sets over unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the Intellectual Property, 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, "Intellectual Property" shall mean all intellectual property assets of any kind owned, controlled or used by, or related to the operation of FBO, including without limitation: (a) any United States and foreign patents and patent applications, and all divisions, renewals, substitutes, continuations, reissues and extensions thereof, and all legal equivalents of any of the foregoing, including the right to claim priority, in any country, including, without limitation, the patents and applications set forth in Schedule A (the "Scheduled Patents") attached hereto, and all other rights in inventions held by Assignor throughout the universe; (b) any United States and foreign copyrights and rights in mask works, whether registered or unregistered, and all renewals and extensions thereof, and all applications for any of the foregoing, and all common law copyrights, including, without limitation, the registrations and applications set forth in Schedule B (the "Scheduled Copyrights") attached hereto, and all other rights of authorship held by Assignor throughout the universe including all rights to exploit any of the foregoing in any media and by any manner and means now known or hereafter devised; (c) any United States and foreign industrial design rights, whether registered or unregistered, and all registrations and

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applications therefor, including, without limitation, the registrations and applications set forth in Schedule C (the "Scheduled Industrial Designs") attached hereto, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (d) any United States and foreign rights in trademarks, service marks, trade names and trade dress, and all registrations and applications thereof, including the portion of the FBO business to which such registrations and applications pertain, together with the goodwill of the FBO business appurtenant thereto, or otherwise symbolized by and associated therewith, including, without limitation, the registrations and applications set forth in Schedule D (the "Scheduled Trademarks") attached hereto, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (e) any rights in data, collections of data and databases, whether registered or unregistered, and all applications for any of the foregoing, and all legal or common law equivalents held by Assignor throughout the universe including all rights to exploit any of the foregoing in any media and by any manner and means now known or hereafter devised; (f) any trade secrets and proprietary information; (g) any rights in domain names and all registrations and applications therefor (including rights in domain name reservations); (h) any licenses and other agreements providing FBO with the right to use any item of the type referred to in clauses (a) through (g) (to the extent this Assignment is not in conflict with any provision of same), subject, in each case, to the terms of such licenses and other agreements, including the right to sue for breach or enforcement of any such licenses or other agreements; and (i) any proceeds of any item of the type referred to in clauses (a) through (h), including royalty payments and proceeds of infringement suits, and the right to sue third parties for past, present or future infringements of same. Assignee agrees and acknowledges that, notwithstanding the foregoing, U.S. Patent No. 4,617,876 (the "Hayes Patent") being assigned herein shall be subject to a license in favor of Assignor pursuant to Section 1.01(h) of the Purchase Agreement (the "Hayes License").

2. Recordation. If the Assignee elects to record this Assignment with the U.S. Patent & Trademark Office, the Library of Congress or any like Office of any country or countries foreign to the United States, Assignee shall bear all costs and fees associated with such recording. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and any like Official of any country or countries foreign to the United States whose duty it is to issue patents, or register copyrights or trademarks, to issue all patents and registrations to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of the Assignee and at the Assignee's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by the Assignee that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Intellectual Property hereunder, and testify in any legal proceeding confirming Assignee's interests in the Intellectual Property.

4. Representation and Covenant. Assignor hereby represents that Assignor is conveying the Intellectual Property pursuant to Bankruptcy Code Section 363, and Assignor has not executed any agreement, assignment, sale or encumbrance in material conflict herewith; and

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Assignor covenants and agrees that Assignor will not execute any agreement, assignment, sale or encumbrance in material conflict herewith other than as permitted under the Hayes License.

5. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Colorado, and, to the extent applicable, United States federal law governing patents, trademarks and copyrights.

6. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS AND TESTIMONY HEREOF, ASSIGNOR has set its hand and seal to this Assignment:

JEFFREY L. HILL, acting solely in his capacity as Trustee in United States Bankruptcy Court for the District of Colorado Case No. 02-12569

By:   
Name: Jeffrey L. Hill  
Title: Trustee

AGREED AND ACKNOWLEDGED:  
CREEKSTONE FARMS PREMIUM BEEF LLC

By: \_\_\_\_\_  
Name: John Stewart  
Title: Chief Executive Officer

IN WITNESS AND TESTIMONY HEREOF, ASSIGNOR has set its hand and seal to this Assignment:

JEFFREY L. HILL, acting solely in his capacity as Trustee in United States Bankruptcy Court for the District of Colorado Case No. 02-12569

By: \_\_\_\_\_  
Name: Jeffrey L. Hill  
Title: Trustee

AGREED AND ACKNOWLEDGED:  
CREEKSTONE FARMS PREMIUM BEEF LLC

By:  \_\_\_\_\_  
Name: John Stewart  
Title: Chief Executive Officer

**SCHEDULE B**  
**SCHEDULED COPYRIGHTS**

one.

**SCHEDULE C**  
**SCHEDULED INDUSTRIAL DESIGNS**

None.



**SCHEDULE D**

**SCHEDULED TRADEMARKS**

U.S. Trademark Application No. 76-310,582 in IC 18, 29, 31 for TRUSTMARK  
(allowed 12/31/02).