

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (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.

<p>1. Name of conveying party(ies): <u>CFPB HOLDINGS, LLC</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>LLC - DELAWARE</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>1/22/2003</u></p>	<p>2. Name and address of receiving party(ies)  Name: <u>CREEKSTONE FARMS PREMIUM BEEF, LLC</u>  Internal Address: _____  Address: _____</p> <p>Street Address: <u>604 Goff Industrial Park Road</u>  City: <u>Arkansas City</u> State: <u>KS</u> Zip: <u>67005</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>LLC-Delaware</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
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<p>4. Application number(s) or registration number(s):  A. Trademark Application No.(s) <u>76/169,945</u></p>	<p>B. Trademark Registration No.(s) <u>2,504,880</u>  <u>2,504,864</u></p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Max Shaftal</u>  Internal Address: <u>Patzik, Frank &amp; Samotny Ltd.</u></p> <p>Street Address: <u>150 South Wacker Drive</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px 5px;">3</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>50-1325</u></p>
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**DO NOT USE THIS SPACE**

B. Signature.  <u>Max Shaftal</u> Name of Person Signing	 Signature	<u>08/29/2003</u> Date
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;">6</span>		

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

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Execution Copy

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 22 day of January, 2003, from CFPB HOLDINGS, LLC a Delaware limited liability company having an office at 604 Goff Industrial Park Road, Arkansas City, Kansas 67005 ("Assignor"), to CREEKSTONE FARMS PREMIUM BEEF, 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, Assignor desires to assign the Trademarks to 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 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 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. Assignee Covenant. 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 Creekstone Farms Brands, L.L.C. (the "Side Letter"), and upon written notice to the Assignee (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

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the CREEKSTONE FARMS trademark or a derivative thereof for deli meats, Assignee 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, Assignee 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). Assignee shall use reasonable commercial efforts to have such application(s) issue as registration(s) in due course. Upon registration of such application(s), Assignee shall assign the applicable registration(s) to the Pork Brand Company and/or the Poultry Brand Company, respectively.

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

4. 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.

5. 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

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and the same instrument. This Assignment may be executed by facsimile signature and such facsimile signature shall be deemed an original.

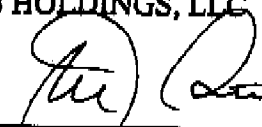
e) This Assignment shall be interpreted and enforced under the laws of the State of Delaware, without regard to any choice of laws or conflict of laws rule thereof, and, to the extent applicable, United States federal law governing trademarks.

[Signature Page Follows]

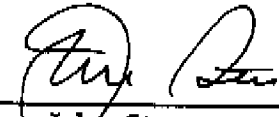
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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer, as of the date first above written.

ASSIGNOR:  
CFPB HOLDINGS, LLC

By:   
Name: John Stewart  
Title: Chief Executive Officer

AGREED AND ACKNOWLEDGED:  
CREEKSTONE FARMS PREMIUM BEEF, LLC

By:   
Name: John Stewart  
Title: Chief Executive Officer