

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

REGISTRATION 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):
Triad Investment Partners, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other See attached sheet

Execution Date: 1/14/2003

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 _____
 Other LLC-Kentucky

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,504,880;
2,258,830; 2,205,741; 2,258,829;

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:

7. Total fee (37 CFR 3.41)..... \$ 165.00
 Enclosed
 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 1/15/2003 Date

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

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

CH \$165.00 601326 2604880

Registration number(s):
(continued from Item 4 on Recordation Form Cover Sheet)

Reg. No. 2,504,864
Reg. No. 2,205,740

**Corrective recordation cover sheet to correct Assignee's entity
from corporation to limited liability company for assignment
recorded at Reel 002597/0006**

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Triad Investment Partners, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 1/14/2003

2. Name and address of receiving party(ies)

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

Internal

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

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

A. Trademark Application No.(s) _____

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

2,258,830; 2,205,741; 2,258,829;

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: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- 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

1/15/2003

Date

Total number of pages including cover sheet, attachments, and document: 6

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

Registration number(s):

continued from Item 4 on Recordation Form Cover Sheet)

Reg. No. 2,504,864

Reg. No. 2,205,740

Execution Copy

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 1st day of February, 2002, from TRIAD INVESTMENT PARTNERS, 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 acts 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

1148322.3

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]

1148323.1

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

ASSIGNOR:
TRIAD INVESTMENT PARTNERS, INC.



Felicia A. Fron 1-14-03

By: [Signature]
Name: John D. Stewart
Title: President

STATE OF Illinois)
COUNTY OF COOK)

On this 14 day of January, 2003, personally appeared before me John Stewart known to me to be President of Triad Investment Partners, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Triad Investment Partners, Inc.

AGREED AND ACKNOWLEDGED:
CREEKSTONE FARMS BRANDS, L.L.C.

By: [Signature]
Name: John D. Stewart
Title: Manager

SCHEDULE A

Triad Investment Partners, Inc.
United States Trademark Registrations

Mark	Reg. No.	Reg. Date	Classes	Goods
CREEKSTONE FARMS	2,504,880	11/6/2001	29	Deer Meats
CREEKSTONE FARMS and Design	2,258,830	7/6/1999	5, 31	Cattle Semen, Live Cattle and Cattle Embryos
CREEKSTONE FARMS and Design	2,205,741	11/24/1998	42	Cattle Breeding Services
CREEKSTONE FARMS	2,258,829	7/6/1999	5, 31	Cattle Semen, Live Cattle and Cattle Embryos
CREEKSTONE FARMS	2,504,864	11/6/2001	29	Fresh, Frozen and Further Processed Beef
CREEKSTONE FARMS	2,205,740	11/24/1998	42	Cattle Breeding Services

IN THE
UNITED STATES
PATENT AND TRADEMARK OFFICE

IN RE REGISTRATION OF:	Creekstone Farms Brands, L.L.C.	RECORDATION FORM COVER SHEET
ATTORNEY DOCKET NO.:	2736-022	

CERTIFICATE OF MAILING BY FACSIMILE TRANSMISSION

Date of Deposit: April 7, 2004

FACSIMILE NO.: 703/306-5995

I hereby certify that this correspondence is being transmitted via Facsimile transmission, addressed to: Fax No. 703/306-5995 MAIL STOP ASSIGNMENT RECORDATION SERVICES, Director of the U.S. Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450, on April 7, 2004.

Dated: April 7, 2004



Scott W. Smilie
Attorney for Applicant

PATZIK, FRANK & SAMOTNY LTD.
150 South Wacker Drive
Suite 900
Chicago, Illinois 60606
Telephone (312) 551-8300
Facsimile (312) 551-1101

Attorney
Max Shaftal
Scott Smilie

Reg. No.
31,422
44,341

LAW OFFICES

PATZIK, FRANK & SAMOTNY LTD.

150 SOUTH WACKER DRIVE
SUITE 900
CHICAGO, ILLINOIS 60608

TELEPHONE: (312) 551-8300
FACSIMILE: (312) 551-1101

SCOTT W. SMILIE
(312) 551-3066
SSMILIE@pfa-law.com

April 7, 2004

IN REPLY REFER TO:
2736-001

BY FACSIMILE

MAIL STOP ASSIGNMENT RECORDATION SERVICES
Director of the U.S. Patent and Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

**Re: *Assignments of trademark registrations from
Triad Investment Partners, Inc. to
Creekstone Farms Brands, L.L.C.***

Dear Sirs:

Enclosed for filing please find an Assignment concerning the above-referenced trademark registrations. The Assignment comprises the following:

1. Recordation Form Cover Sheet to correct Assignee's entity to limited liability company;
2. Copy of Previous Recordation Cover Sheet;
3. Copy of Trademark Assignment;
4. Copy of Non-Recordation Notice;
5. Authorization to pay the filing fee of \$165.00 out of the Patzik, Frank & Samotny Deposit Account No. 50-1325
6. Certificate of Mailing by Facsimile.

If any additional charges or fees must be paid in connection with the filing of the above Assignment, they may be paid out of our deposit account No. 50-1325. A duplicate copy of this transmittal letter is enclosed.

Very truly yours,

PATZIK, FRANK & SAMOTNY LTD.



Scott W. Smilie

Enclosures

LAW OFFICES

PATZIK, FRANK & SAMOTNY LTD.150 SOUTH WACKER DRIVE
SUITE 900
CHICAGO, ILLINOIS 60608TELEPHONE: (312) 551-8300
FACSIMILE: (312) 551-1101SCOTT W. SMILIE
(312) 551-3068
SSMILIE@pfs-law.com

April 7, 2004

IN REPLY REFER TO:
2736-001**BY FACSIMILE**MAIL STOP ASSIGNMENT RECORDATION SERVICES
Director of the U.S. Patent and Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

**Re: Assignments of trademark registrations from
Triad Investment Partners, Inc. to
Creekstone Farms Brands, L.L.C.**

Dear Sirs:

Enclosed for filing please find an Assignment concerning the above-referenced trademark registrations. The Assignment comprises the following:

1. Recordation Form Cover Sheet to correct Assignee's entity to limited liability company;
2. Copy of Previous Recordation Cover Sheet;
3. Copy of Trademark Assignment;
4. Copy of Non-Recordation Notice;
5. Authorization to pay the filing fee of \$165.00 out of the Patzik, Frank & Samotny Deposit Account No. 50-1325
6. Certificate of Mailing by Facsimile.

If any additional charges or fees must be paid in connection with the filing of the above Assignment, they may be paid out of our deposit account No. 50-1325. A duplicate copy of this transmittal letter is enclosed.

Very truly yours,

PATZIK, FRANK & SAMOTNY LTD.

Scott W. Smilie

Enclosures

PATZIK, FRANK & SAMOTNY LTD.

150 South Wacker Drive

Suite 900

Chicago, IL 60606

(312) 551 8300

(312) 551 1101

FROM: Scott W. Smilie, Esq.
(312) 551 3066
ssmilie@pfs-law.com

Ref #: 2736-022

TO: Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office

FAX: (703) 306-5995

DATE: April 7, 2004

Number of Pages (including header sheet): 15

COMMENTS: Please see attached.

CONFIDENTIAL AND PRIVILEGED

The information contained in this facsimile is privileged and confidential information for the sole use of this addressee. If the reader of this facsimile is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you have received this facsimile in error, please notify the person listed above by telephone (collect) or facsimile and return the original message to the sender at the address listed above by mail.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



* 700074442 *

MARCH 31, 2004

PTAS

PATZIK, FRANK & SAMOTNY LTD.
MAX SHAF TAL
150 SOUTH WACKER DRIVE
SUITE 900
CHICAGO, IL 60606

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700074442

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE NATURE OF CONVEYANCE CANNOT BE MARKED BOXES WITH (2) TRANSACTIONS ONLY ONE BOX CAN BE CHECKED. SHOULD READ: CORRECTIVE ASSIGNMENT TO CORRECT THE ASSIGNEE'S ENTITY FROM CORPORATION TO LIMITED LIABILITY COMPANY - KENTUCKY, SHOW REEL AND FRAME THIS APPLIES TO (ALWAYS CHECK THE BOX OTHER WHEN DURING A CORRECTIVE)
2. A FEE WAS NOT SUBMITTED WITH THIS DOCUMENT. AUTHORIZATION TO CHARGE WAS NOT GRANTED. THE REQUIRED FEE IS \$165 .

04/07/04 14:38 PATZIK, FRANK & SAMOTNY LTD. → OPR/ASSIGNMENTS
OPR/ASSIGNMENTS 3/31/04 12:30 PAGE 3/17 RightFAX
MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

NO.134 P014/015