

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

CFPB Holdings LLC

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

Citizenship (see guidelines) Delaware

Execution Date(s) August 5, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Creekstone Farms Premium Beef LLC

Internal

Address:

Street Address: 604 Goff Industrial Park Rd.

City: Arkansas City

State: Kansas

Country: U.S. Zip: 67005

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other LLC Citizenship 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 76/169, 941;
76/480, 212; 76/520, 321; 76/520, 322

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Emily Luskin Schonbraun

Internal Address: Willkie Farr &

Gallagher, LLP

Street Address: 787 Seventh Avenue

City: New York

State: New York Zip: 10019

Phone Number: (212) 728-8771

Fax Number: (212) 728-8111

Email Address: eschonbraun@willkie.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 232405

Authorized User Name WFG

9. Signature:

Emily Luskin Schonbraun

Signature

8/18/04

Date

Emily Luskin Schonbraun

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 5th day of August, 2004, 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) Assignor's rights in and to all 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. 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.

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.

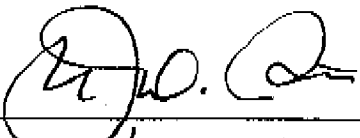
(e) This Assignment shall be interpreted and enforced under the laws of the State of Delaware, without regard to any choice of laws or conflict of laws rule thereof, and, to the extent applicable, United States federal law governing trademarks.

[SIGNATURE PAGE FOLLOWS]

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

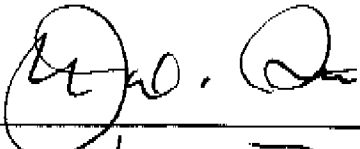
ASSIGNOR:

CFPB HOLDINGS LLC

By: 
Name: JOHN D. Hunt
Title: Mgr.

AGREED AND ACKNOWLEDGED:

CREEKSTONE FARMS PREMIUM BEEF LLC

By: 
Name: JOHN D. Hunt
Title: CEO

SCHEDULE A**(Trademarks)**

CFPB HOLDINGS LLC

United States Trademark and Service Mark Registrations and Applications

Mark	Reg. No. or Appl. No.	Reg. Date or Appl. Date	Classes	Goods
CREEKSTONE FARMS	76-169,941	11/22/2000	29	Fresh and Frozen Pork, Further Processed Pork, Cooked Pork and Processed Cooked Pork
CREEKSTONE FARMS	76-480,212	1/2/2003	29	Fresh and Frozen Poultry, Further Processed Poultry, Cooked Poultry and Processed Cooked Poultry
CREEKSTONE FARMS and Design	76-520,321	5/28/2003	29	Fresh and Frozen Pork, Further Processed Pork, Cooked Pork, Processed Cooked Pork and Luncheon Meats Containing Pork
CREEKSTONE FARMS and Design	76-520,322	5/28/2003	29	Fresh and Frozen Poultry, Further Processed Poultry, Cooked Poultry, Processed Cooked Poultry and Luncheon Meats Containing Poultry

TRADEMARK**REEL: 002928 FRAME: 0910**

787 Seventh Avenue
New York, NY 10019-6099
(212) 728-8000

Date: August 18, 2004

Time: 5:07 PM

Total number of pages (including this page): 6

Please include Client/Matter No. below

FROM: Emily L. Schonbraun

Room No.: 3976

Phone No.: 212-728-8771

TO: Mail Stop Assignment
Recordation Services

Fax No.: 703-306-5995

Telephone No.: 703-308-9723

City:

State:

Trademark Application Numbers

76/169,941

76/480,212

76/520,321

76/520,322

Certificate of Facsimile Transmission

I hereby certify that the attached documents are being facsimile transmitted to the U.S. Patent and Trademark Office, fax number (703) 306-5995 on the date shown below:

Signature:



Name: Emily Luskien Schonbraun

Date: August 18, 2004

Confidentiality Note:

The information contained in this facsimile ("fax") transmission is sent by an attorney or his/her agent, is intended to be confidential and for the use of only the individual or entity to which it is addressed. The information may be protected by attorney/client privilege, work product immunity, or other legal rules. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that any retention, dissemination, disclosure, distribution, copying, or other use of this fax is strictly prohibited. If you have received this fax in error, please notify us immediately by telephone in order to arrange for the destruction of the fax or its return to us at our expense. Willkie Farr & Gallagher LLP is a limited liability partnership organized in the United States under the laws of the State of Delaware, which laws limit the personal liability of partners. THANK YOU.

Attention Recipient:

If Any Problems:

Call (212) 728-8911

Receiving Fax Number:

(212) 728-8111

Internal Use Only:

Client No.: 110467

Matter No.: 00012

Attorney No.: 11385

X Please check here if you want faxed document returned to you *instead* of sent to Records Department

TRADEMARK

RECORDED: 08/18/2004

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