

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

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other L.L.C.

Citizenship (see guidelines) Kentucky

Execution Date(s) August 5, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: CFPB Holdings LLC

Internal Address: _____

Street Address: 604 Goff Industrial Park Road

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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 7th 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 8/18/04
 Signature Date

Emily Luskin Schonbraun
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

CH \$115.00 232405 76169941

Continuation of Information In Item 1: Additional Names of Conveying Parties

1. Triad Investment Partners, Inc., an Illinois corporation
2. Creekstone Farms, Inc., an Illinois corporation

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 5th day of August, 2004, from CREEKSTONE FARMS BRANDS, L.L.C., a Kentucky limited liability company, having an office at 191 Waukegan Road, Northfield, Illinois 60093 ("Brands"); 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 ("Triad"); and CREEKSTONE FARMS, INC., a corporation organized under the laws of the State of Illinois, having its principal office at 191 Waukegan Road, Northfield, Illinois 60093 ("CFI") (each an "Assignor" and collectively, "Assignors") 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, one or more of Assignors are the owners of certain Trademarks (as defined below);

WHEREAS, in connection with the further amendment on the date hereof of the Credit Agreement, dated January 22, 2003 (supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among and between Creekstone Farms Premium Beef LLC ("CFPB"), a Delaware limited liability company, the various financial institutions as are, or may from time to time become, parties thereto (collectively, the "Lenders"), and the Bank of Nova Scotia ("BNS"), as lead arranger and administrative agent for the Lenders, Assignors desire 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, Assignors, intending to be legally bound, agree as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, convey, transfer and set 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 Assignors if this Assignment had not been made.

(a) As used in this Assignment, "Trademarks" shall mean: (A) other than as limited by Section 1(b) herein, each Assignor's respective rights to all trademark registrations and applications related to Creekstone or Creekstone Farms, including the portion of each Assignor's business to which such registrations and applications pertain and all legal or common law equivalents of any of the foregoing held by each 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 and including each Assignor's interests in any of the other Assignor's Trademarks; (B) any licenses and other agreements providing any 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 any Assignor's products sold in connection with the permitted uses of the Trademarks pursuant to the License Agreement, as defined below) 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 any Assignor's business to which any item of the type referred to in clauses (A) through (C) pertain. "License Agreement" means that certain Trademark License Agreement dated as of January 22, 2003, by and between Creekstone Farms Premium Beef LLC, a Delaware limited liability company, and Brands.

(b) The parties acknowledge that the Trademarks specifically exclude: (A) all trademark registrations and applications solely related to cattle semen, live cattle and cattle embryos, and cattle breeding services, 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 each Assignor throughout the universe (as well as any logo forms thereof); (B) any licenses and other agreements providing any 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; and (C) the goodwill of that portion of any Assignor's business to which any item of the type referred to in clauses (A) and (B) pertain (collectively, the "Excluded Marks").

2. Recordation. Each 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. Each 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 each 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 and Warranties. Each Assignor hereby represents and warrants 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 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; (i) other than the Excluded Marks, no Assignor, nor any affiliate of an Assignor, owns or shall own after the Assignment any trademark registrations and applications, or legal or common law equivalents of any of the foregoing, related to Creekstone or Creekstone Farms; and (j) the consummation of the transaction contemplated hereby will not alter or impair any of the Trademarks.

5. Assignor Covenants. Each 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 and its affiliates covenant and agree that they will not interfere with use of any of the Excluded Marks and/or any of the permitted uses of the Trademarks pursuant to Section 4(h) of the License Agreement by Assignors and/or their affiliates.

7. Indemnity. From and after the effective date of this Agreement, each 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 an 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.

8. General Provisions.

(a) This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the 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, each 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: *[Signature]*
Name: JOHN D. Stewart
Title: MGR.

ASSIGNOR:
CREEKSTONE FARMS, INC.

By: *[Signature]*
Name: JOHN D. Stewart
Title: Pres.

ASSIGNOR:
TRIAD INVESTMENT PARTNERS, INC.

By: *[Signature]*
Name: JOHN D. Stewart
Title: Pres.

AGREED AND ACKNOWLEDGED:
CFPB HOLDINGS LLC

By: *[Signature]*
Name: JOHN D. Stewart
Title: MGR.

SCHEDULE A**(Trademarks)**

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 | 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: 0919

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 | Goods |
|-----------------------------|-----------------------|-------------------------|---------|--|
| 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 | 2,205,740 | 11/24/1998 | 42 | Cattle Breeding Services |