

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|--------------------------------|
| Creekstone Farms Premium Beef LLC | | 01/22/2003 | LTD LIAB JT ST CO: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------------|
| Name: | The Bank of Nova Scotia |
| Street Address: | 380 California Street, Suite 2100 |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94104 |
| Entity Type: | Canadian Bank: |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Registration Number: | 2504880 | CREEKSTONE FARMS |
| Registration Number: | 2504864 | CREEKSTONE FARMS |
| Registration Number: | 2832534 | TRUSTMARK |
| Serial Number: | 76520319 | CREEKSTONE FARMS |
| Serial Number: | 76518069 | CHEF'S TABLE |

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-6371
 Email: rprescan@kirkland.com
 Correspondent Name: Renee Prescan
 Address Line 1: 200 E. Randolph Drive
 Address Line 2: Kirkland & Ellis LLP
 Address Line 4: Chicago, ILLINOIS 60601

CH \$140.00 2504880

| | |
|--|---------------------|
| NAME OF SUBMITTER: | Michael G. Fatall |
| Signature: | /Michael G. Fatall/ |
| Date: | 02/25/2005 |
| Total Attachments: 7 source=Creekstone-Nova Scotia TM Sec Agmt#page1.tif source=Creekstone-Nova Scotia TM Sec Agmt#page2.tif source=Creekstone-Nova Scotia TM Sec Agmt#page3.tif source=Creekstone-Nova Scotia TM Sec Agmt#page4.tif source=Creekstone-Nova Scotia TM Sec Agmt#page5.tif source=Creekstone-Nova Scotia TM Sec Agmt#page6.tif source=Creekstone-Nova Scotia TM Sec Agmt#page7.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 22, 2003 between CREEKSTONE FARMS PREMIUM BEEF LLC (the "Grantor"), and THE BANK OF NOVA SCOTIA, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of January 22, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (collectively, the "Lenders"), the various financial institutions as may become parties thereto as co-agents (the "Co-Agents") for the Lenders and the Administrative Agent, the Lenders have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of January 22, 2003 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of each Credit Extension (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make each Credit Extension (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing, subject to the licenses, terms, conditions, permitted uses and covenants of the Existing Agreements:

(a) all United States trademarks, trade names, trade dress, service marks, logos, and other source of business identifiers owned by the Grantor in the Grantor's name as such may be changed from time to time (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and renewals thereof and all applications in connection therewith, including registrations, renewals and applications in the United States Patent and Trademark Office, including those referred to in Item A of Attachment 1 hereto, provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed;

(b) all United States written Trademark licenses and other agreements of the Grantor providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto, subject, in each case, to the terms of such license agreements;

(c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (a); and

(d) all proceeds of, and rights of the Grantor associated with the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringement or dilution of any Trademark or Trademark registration referred to in Item A of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark and for breach or enforcement of any Trademark license, including any Trademark license referred to in Item B of Attachment 1 hereto, subject, in each case, to the terms of such license agreements.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to evidence the termination release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security

interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law, Entire Agreement, etc. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CREEKSTONE FARMS PREMIUM BEEF LLC

By:  _____

Name: John Stewart
Title: Chief Executive Officer

Address:

Attention:
Telecopier:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Title:

Address: San Francisco Agency
580 California Street, Suite 2100
San Francisco, California 94104

Telephone No.:
Telecopy No.:
Attention:

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003035 FRAME: 0532

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CREEKSTONE FARMS PREMIUM BEEF LLC

By: _____

Name:

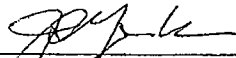
Title:

Address:

Attention:

Telecopier: 215 862-3322

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By:  _____

Title: Managing Director

Address: San Francisco Agency
580 California Street, Suite 2100
San Francisco, California 94104

Telephone No.: (415) 986-1100

Telecopy No.: (415) 397-0791

Attention: James York, Managing Director
Diversified

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003035 FRAME: 0533

ATTACHMENT I
to
Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Int. Class</u> |
|------------------|-------------------------|--------------------------|-------------------|
| Creekstone Farms | 2,504,880 | November 6, 2001 | 29 |
| Creekstone Farms | 2,504,864 | November 6, 2001 | 29 |

Pending Trademark Applications

| <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------|-------------------|--------------------|
| <u>None.</u> | | |

Item B. Trademark Licenses

| <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Regis. #</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|------------------|-----------------|-----------------|-----------------|-----------------------|------------------------|
| <u>None.</u> | | | | | |

ATTACHMENT 1
to
Trademark Security Agreement

Continuation of Item A. After-Acquired Trademarks

Registered Trademarks

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|-------------------------|--------------------------|
| Trustmark | 2,832,534 | April 13, 2004 |

Pending Trademark Applications

| <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|-----------------------------|-------------------|-------------------------|
| Creekstone Farms and Design | 76/520,319 | May 28, 2003 |
| Chef's Table | 76/518,069 | May 6, 2003 (Suspended) |