

3/11/05

03-16-2005

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

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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): WAYNE FARMS LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation -
X Other Limited Liability Company - Delaware
Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies)
Name: COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL" NEW YORK BRANCH.
Address:
Street Address: 245 Park Avenue
City: New York State: NY Zip: 10167
Individual(s) citizenship
Association
General Partnership
Limited Partnership
X Corporation: Netherlands
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 X No

OFFICE OF PUBLIC RECORDS
2005 MAR 11 AM 9:36
FINANCE SECTION

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
X Other: Amended and Restated Trademark Security Agreement
Effective Date: 02/25/2005
Execution Date(s): 02/22/2005; 02/24/2005; & 02/25/2005

4. Application number(s) or registration number(s):
A. Trademark Application No.(s):
78/500,069 78/466,655 78/286,424
78/481,101 78/412,240 76/497,337
78/481,094 78/399,622 76/308,971

B. Trademark Registration No.(s):
2,817,318
2,624,288
2,608,213

Additional number(s) attached Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathryn A. Berryman
Address: Jenkens & Gilchrist, P.C.
Street Address: 1445 Ross Avenue, Suite 3200
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 12
7. Total fee (37 CFR 3.41) \$ 315.00
X Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 10-0447

DO NOT USE THIS SPACE

9. Signature.
Cathryn A. Berryman
Name of Person Signing
Cathryn Berryman
Signature
3/11/2005
Date

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

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

03/15/2005 ECDOPER 00000253 78500069

01 FC:8521
02 FC:8522

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275.00 OP

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TRADEMARK
REEL: 003134 FRAME: 0343

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

WHEREAS, WAYNE FARMS LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Contigroup Companies, Inc., a Delaware corporation, and ContiBeef LLC, a Delaware limited liability company, certain lenders and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, a cooperative banking organization incorporated in the Netherlands (who is sometimes referred to as Rabobank Nederland), acting in its capacity as agent for the Lenders (and in such capacity, herein "Secured Party"), are parties to a Credit Agreement dated as of May 5, 2000 (the "Prior Agreement"); and

WHEREAS, Contigroup Companies, Inc. and ContiBeef LLC have been released and discharged from all their obligations under the Prior Agreement and the loan documents executed in connection therewith and as a result, are no longer party to the Prior Agreement; and

WHEREAS, Grantor, certain lenders, and Secured Party are parties to an Amended and Restated Credit Agreement dated as of March 4, 2005 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of March 4, 2005 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in all of its right, title and interest in, to and under all of its now owned and hereafter acquired Trademarks (as defined in the Security Agreement) listed on Schedule 1, Trademark registrations listed on Schedule 1, Trademark applications listed on Schedule 1 and Trademark Licenses (as defined in the Security Agreement) listed on Schedule 1, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration (together with any reissues, continuations or extensions thereof) and Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application referred to in Schedule 1 annexed hereto;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark License referred to in

Schedule 1, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License referred to in Schedule 1.

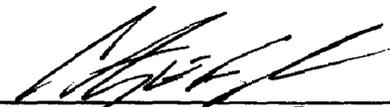
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the ___ day of February, 2005.

Acknowledged:

GRANTOR:

WAYNE FARMS LLC

By: 
Name: Courtney Fazekas
Title: VP, CFO & Treas.

SECURED PARTY:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A., "RABOBANK INTERNATIONAL",
NEW YORK BRANCH, as agent

By: _____
Richard L. Beard
Executive Director

By: _____
Name: _____
Title: _____

Schedule 1, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License referred to in Schedule 1.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the ___ day of February, 2005.

Acknowledged:

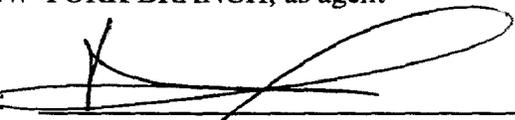
GRANTOR:

WAYNE FARMS LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A., "RABOBANK INTERNATIONAL",
NEW YORK BRANCH, as agent

By: 
Richard L. Beard
Executive Director

By: 
Name: **Brett Delfino**
Title: **Executive Director**

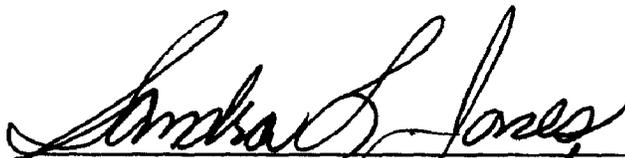
ACKNOWLEDGMENT

STATE OF GEORGIA)

COUNTY OF HALL)

On the 25 day of FEBRUARY 2005 before me personally appeared COURTNEY FAZEKAS to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the V.P. + C.F.O. + TREASURER of Wayne Farms LLC (the "company"), who being by me duly sworn, did depose and say that he is an authorized officer of the company described in and who executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Managers; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}


Notary Public
My commission expires: 1/4/08

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On the ____ day of February, 2005 before me personally appeared Richard L. Beard, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Executive Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch (the "Bank"), who being by me duly sworn, did depose and say that he is a Executive Director of the Bank, the Bank described in and who executed the foregoing instrument; that the said instrument was signed on behalf of the Bank; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of the Bank.

{Seal}

Notary Public
My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

On the ____ day of _____, 2005 before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the _____ of Wayne Farms LLC (the "company"), who being by me duly sworn, did depose and say that he is an authorized officer of the company described in and who executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Managers; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

Notary Public

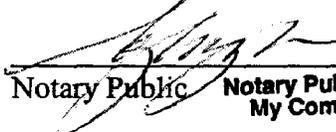
My commission expires: _____

ACKNOWLEDGMENT

STATE OF Georgia)
)
COUNTY OF Fulton)

On the 22 day of February, 2005 before me personally appeared Richard L. Beard, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Executive Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch (the "Bank"), who being by me duly sworn, did depose and say that he is a Executive Director of the Bank, the Bank described in and who executed the foregoing instrument; that the said instrument was signed on behalf of the Bank; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of the Bank.

{Seal}



Notary Public **Marcia J. Mosher**
Notary Public, Cherokee County, Georgia
My Commission Expires May 6, 2006

My commission expires: _____

Schedule 1
to
Amended and Restated Trademark Security Agreement

TRADEMARK APPLICATIONS			
Mark	Application/ Registration/ Serial Number	Filing Date	Country of Registration
CRISPY FLIERS	78-500,069	10/14/04	United States
BUFFALOOS & DESIGN	78-481,101	9/9/04	United States
FARMECOLOGY	78-481,094	9/9/04	United States
COLOSSAL BITES	78-466,655	8/12/04	United States
THE BIG FRITTER	78-412,240	5/3/04	United States
BUFFALO	78-399,622	4/9/04	United States
INTELLISHIP	78-286,424	8/12/03	United States
MUCOSAL STARTER CULTURE	76-497,337	3/7/03	United States
FARM ECOLOGY & DESIGN	76-308,971	9/5/01	United States

TRADEMARK REGISTRATIONS			
Mark	Application/ Registration/ Serial Number	Filing or Issue Date	Country of Registration
QUICK CREATIONS	2,243,652	5/4/99	United States
SAVORY SENSATIONS	2,243,651	5/4/99	United States
THE FRESHNESS IS FROZEN IN	2,122,194	12/16/97	United States
CHICKEN POPS	1,941,995	12/19/95	United States
BUFFALOOS	1,741,511	12/22/92	United States
GAR LIPPERS	2,102,050	9/30/97	United States
DUTCH QUALITY HOUSE	1,369,311	11/5/85	United States
WAYNE FARMS	980,466	3/12/74	United States
WAYNE FARMS Logo	2,257,934	6/29/99	United States
FLAVOR BEST	1,021,321	9/23/75	United States
SOUTHLAND	1,940,458	12/12/95	United States
NATURELLE	2,624,288	9/24/02	United States
INNOVATION CENTRAL	2,608,213	8/13/02	United States
PLENTIFULLS	258,771	6/18/02	United States
MSC	2,416,436	12/26/00	United States
FAST FILLETS	2,352,204	5/23/00	United States
DUTCH QUALITY HOUSE & DESIGN	1,219,304	12/07/82	United States
PLATINUM HARVEST	2,817,318	2/24/04	United States