



To the Honorable Commissioner of Patent.

103013541

inal documents or copy thereof.

1. Name of conveying party(ies):
FIVE RIVERS RANCH CATTLE FEEDING LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation -
 Other Limited Liability Company - Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH
Address:
Street Address: 245 Park Avenue
City: New York State: NY Zip: 10167

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Trademark Security Agreement
Effective Date: 05/20/2005
Execution Date(s): 05/20/2005

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 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 No

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

B. Trademark Registration No.(s):
2,585,653
2,279,182
1,077,633

Additional number(s) attached Yes No

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

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
10-0447

APR 27 11 47 AM '05
FINANCE

DO NOT USE THIS SPACE

9. Signature.
Cathryn A. Berryman
Name of Person Signing
Cathryn Berryman May 27, 2005
Signature Date

Total number of pages including cover sheet, attachments, and document: 5

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

06/01/2005 ECOOPER 00000025 2585653
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 20, 2005 is among **FIVE RIVERS RANCH CATTLE FEEDING LLC**, a Delaware limited liability company ("Grantor") and **COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH** ("Secured Party").

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain lenders, and Secured Party are parties to that certain Credit Agreement dated as of May 20, 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 Security Agreement dated as of May 20, 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 and Trademark applications 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; and

(2) 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, and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1, or (b) injury to the goodwill associated with any Trademark or Trademark registration 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

Acknowledged:

GRANTOR:

FIVE RIVERS RANCH CATTLE FEEDING LLC

By: Adriane Lockhart
Name: ADRIANE LOCKHART
Title: CFO

SECURED PARTY:

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

Acknowledged:

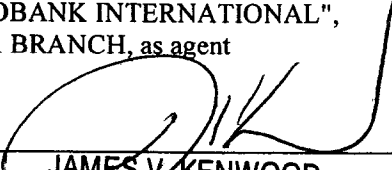
GRANTOR:


FIVE RIVERS RANCH CATTLE FEEDING LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

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

By:  _____
Name: **JAMES V. KENWOOD**
Title: **Executive Director**

By:  _____
Name: **Rebecca O. Morrow**
Title: **Executive Director**

Schedule 1
to
Trademark Security Agreement

1. Trademarks

Country of Registration	Trademark	Application or Registration No.	Filing Date	Goods
U.S.	CORONADO® (class 42)	1,077,633	11/15/77	providing facilities for the feeding and care of the cattle of others in order to effect maximum production yields
U.S.	XIT® (class 29)	2,585,653	6/25/02	food, namely beef
U.S.	XIT™ (class 42)	2,279,182	9/21/99	livestock feedlot services

2. Trademark registrations

None.

3. Trademark applications

None.

4. Trademark License

None.