

Form PTO-159-4
(Rev. 6 93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):

Skylark Meats, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation
- Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Harris N.A., as Agent

Internal Address: _____

Street Address: 111 West Monroe

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Banking Association

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 names(s) & address(s) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 29, 2005

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)
See Schedule A, attached

B. Trademark Registration No.(s)
See Schedule A, attached

Additional numbers attached? Yes No

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

Name: John R. Crossan

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved:

18

7. Total fee (37 CFR 3.41) \$ 465.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)

Attorney Docket No. 1601343

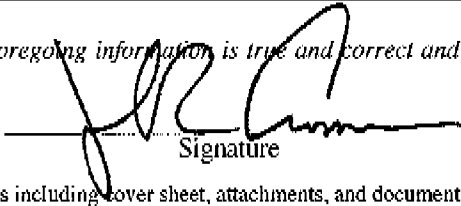
DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John R. Crossan

Name of Person Signing



Signature

September 2, 2005

Date

Total number of pages including cover sheet, attachments, and document: 7

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$465.00 500305 78373698

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.
Big City Reds	2,665,670
Country Pickin's (logo)	1,413,522
Dakota Brand (logo)	2,309,349
LeContinental Brand (logo)	1,306,241
Leprechaun (Logo)	2,552,566
Mike Sternberg's Big City Reds	2,030,898
Mike Sternberg's Big City Reds (Logo)	2,077,892
O'Brien's	2,812,115
One Bite Will Change Your Idea of Hot Dogs Forever	2,591,286
Prime International (logo)	1,401,438
Shooter (Logo)	2,555,829
Skylark	2,375,452
Skylark Olde World	2,296,198
Snak-Magic	2,119,183
Taste the Magic	2,555,824
Tender-Year	1,136,346

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.
Blackboard Specials	78373698
Dakota Brand Ranch (logo)	78659565

TRADEMARK COLLATERAL AGREEMENT

This 29th day of August, 2005, Skylark Meats, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 4430 S. 110th St., Omaha, Nebraska, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., as Agent, a national banking association with its mailing address at 111 West Monroe, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

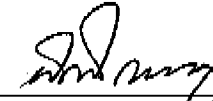
to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

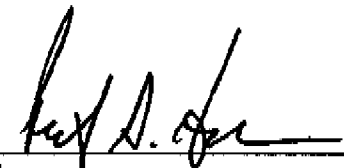
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYLARK MEATS, LLC

By 
Its VP - GEN'L COUNSEL

ATTEST:


Its/Secretary
Novog

DONOVAN DR JACO, SR
(Type or Print Name)

HARRIS N.A., as Agent

ROBERT A. NOVOG
(Type or Print Name)

By _____
Its _____

(Type or Print Name)

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, RUSSELL J. SUDERTH, JR a Notary Public in and for said County, in the State aforesaid, do hereby certify that DOMINICK V. WARD, JR, VP-GEN'L COUNSEL of Skylark Meats, LLC, a Delaware limited liability company, and ROBERT A HOODS, ASST Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP-GEN'L COUNSEL and ASST Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of August, 2005.

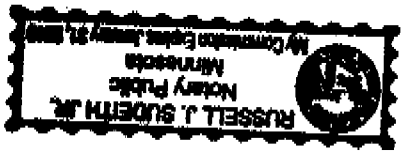
(NOTARIAL SEAL)

Russell J. Suderth, Jr
Notary Public

My Commission Expires:

Russell J. Suderth, Jr
(Type or Print Name)

1-31-10



IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYLARK MEATS, LLC

By _____
Its _____

ATTEST:

(Type or Print Name)

Its Secretary

HARRIS N.A., as Agent

(Type or Print Name)

By John R. Casley
Its Vice President

John R. Casley
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Doris J Veley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John R Carley, Vice President of HARRIS N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of August, 2005.

(NOTARIAL SEAL)

Doris J Veley
Notary Public

Doris J Veley
(Type or Print Name)

My Commission Expires:

