TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		10/26/2005	a national banking association: NEBRASKA
Tecumseh Poultry LLC d/b/a MBA Poultry		10/26/2005	LIMITED LIABILITY COMPANY: NEBRASKA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	233 South 13th Street
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68508
Entity Type:	a national banking association: NEBRASKA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78690494	SMART CHICKEN GOURMET CHICKEN FRANKS
Serial Number:	78690541	KNOW THE AIR-CHILLED DIFFERENCE
Serial Number:	78690509	ORGANIC SMART CHICKEN
Serial Number:	76472555	A HIGHER DEGREE OF FRESH CHICKEN
Registration Number:	2626513	QUICK CHICK
Registration Number:	2947154	SMART CHICKEN
Registration Number:	2090475	SMART CHICKEN
Registration Number:	2541152	TASTE THE AIR CHILLED DIFFERENCE.
Registration Number:	2621770	WHEN YOU THINK CHICKEN...THINK SMART!

CH $240.00 78690494

CORRESPONDENCE DATA

Fax Number: (402)474-5393

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	402-474-6900
Email:	pdittmann@clinewilliams.com
Correspondent Name:	John C. Miles
Address Line 1:	233 South 13th Street
Address Line 2:	Suite 1900
Address Line 4:	Lincoln, NEBRASKA 68508

ATTORNEY DOCKET NUMBER:	FNB04-CM006
NAME OF SUBMITTER:	John C. Miles
Signature:	/John C. Miles/
Date:	02/15/2006

Total Attachments: 6
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TRADEMARK ASSIGNMENT FOR SECURITY

This Trademark Assignment for Security ("Agreement") is made this 26 day of October, 2005, between Tecumseh Poultry LLC d/b/a MBA Poultry, a Nebraska limited liability company having a mailing address at 333 South Third Street, Tecumseh, Nebraska 68450 ("Assignor") and U.S. Bank National Association, having a mailing address at 233 South 13th Street, Lincoln, Nebraska 68508 ("Lender").

WITNESSETH

WHEREAS, Assignor and Lender have made and entered into a Loan Agreement for Revolving Loan, Consolidation Term Loan, Construction Loan and Refinance Term Loan dated October __, 2005 (as amended from time to time, the "Loan Agreement"); and

WHEREAS, as a condition of the Loan Agreement, Assignor has agreed to assign certain trademark rights to Lender.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants and assigns to Lender a security interest in, and mortgage on the trademarks listed in Exhibit "A" hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), together with the goodwill and other assets of Assignor critical to the use and value of the trademarks, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Trademarks") to secure the prompt payment, performance and observance of the Obligations.

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, after due diligence and reasonable investigation, each of the Trademarks is valid and enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sales) of which it is aware;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Assignor not to sue third persons; and

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Trademarks might not be declared invalid if challenged in court.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or become entitled to the benefit of any trademark application for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Exhibit "A" to include any future trademarks and trademark applications which are Trademarks under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Assignor shall have the exclusive, nontransferable right and license to make, have made, use, sell and do business using the Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 6, without the prior written consent of Lender.

7. If any Event of Default shall have occurred and be continuing, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Nebraska or elsewhere, the whole or from time to time any part of the Trademarks or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Lender may, to the extent

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permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Obligations, Lender shall execute and deliver to Assignor all bills of sale, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

10. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on untrademarked but trademarkable items and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

11. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

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14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Nebraska.

WITNESS the execution hereof under seal the day and year first above written.

TECUMSEH POULTRY LLC d/b/a
MBA POULTRY

By: _____
Mark Haskins, President

U.S. BANK NATIONAL ASSOCIATION

By: _____
Steve Mayer, Assistant Vice President

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Certificate of Acknowledgment

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 26 day of October, 2005, personally appeared Mark Haskins to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Tecumseh Poultry LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Board of Directors, and said Mark Haskins acknowledged said instrument to be the free act and deed of said limited liability company.

GENERAL NOTARY - State of Nebraska
NANCY S. PEEK
My Comm. Exp. Oct. 30, 2006

Nancy S. Peek
Notary Public

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October 18, 2005

FEDERAL TRADEMARK APPLICATIONS/REGISTRATIONS OWNED BY TECUMSEH POULTRY LLC

NAME OF MARK	DATE OF FIRST USE	DATE OF USE IN COMMERCE	SERIAL NO./ DATE FILED	REG. NO./ REG. DATE	GOODS/SERVICES	INT'L CLASS	STATUS
WHEN YOU THINK CHICKEN . . . THINK SMART!®	10/98	10/98	75/767262 08/03/99 Filed as ITU	2,621,770 9/17/02	Poultry	029	PREVIOUS OWNER: MBA Poultry, L.L.C.; ASSIGNED to Tecumseh Poultry LLC 8/14/00; ACTIVE; filed change of address of applicant 7/14/03
TASTE THE AIR CHILLED DIFFERENCE.®	10/98	10/98	75/767261 08/03/99 Filed as ITU	2,541,152 2/19/02	Poultry	029	PREVIOUS OWNER: MBA Poultry, L.L.C.; ASSIGNED to Tecumseh Poultry LLC 8/14/00; ACTIVE; filed change of address of applicant 7/14/03
SMART CHICKEN® (logo)	08/04/95	08/04/95	75/012233 10/30/95	2,090,475 08/26/97	Poultry	029	ACTIVE; PREVIOUS OWNER(S): (1) Heller Financial, Inc. (security interest), (2) M.B.A. Consultant, Inc., (3) MBA Poultry, L.L.C.; ASSIGNED to Tecumseh Poultry LLC by owners (1) and (3) 8/14/00; § 8 affidavit accepted by TMO 10/4/02 (§ 15 not filed due to GFI America litigation); ACTIVE: OPPOSITION PENDING; filed change of address of applicant 7/14/03
SMART CHICKEN (words only)	08/04/95	08/04/95	76/243860 04/20/01	2,947,154 5/10/2005	Poultry	029	ACTIVE
QUICK CHICK®	10/1/01	10/1/01	76/275212 06/21/01 Filed as ITU	2,626,513 9/24/02	Poultry	029	ACTIVE; filed change of address of applicant 7/14/03
A HIGHER DEGREE OF FRESH CHICKEN®	9/13/02	9/13/02	76/472555 12/4/02		Poultry	029	REGISTERED 10/14/03 #2,773,465
Organic Smart Chicken	9/1/2003	9/1/2003	78/690509 8/11/2005		Poultry	029	E-filed 8/11/05; filing receipt to client 8/11/05
Know the Air-Chilled Difference (and design)	12/31/2002	12/31/2002	78/690541 8/11/2005		Providing consumer information in the field of poultry produced using an air-chilled processing method	035	E-filed 8/11/05; filing receipt to client 8/11/05
SMART CHICKEN Gourmet Chicken FRANKS	4/8/2005	4/8/2005	78/690494 8/11/2005		Poultry	029	E-filed 8/11/05; filing receipt to client 8/11/05

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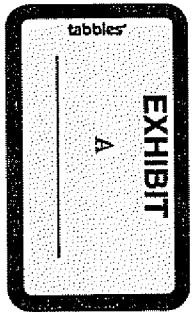
RECORDED: 02/15/2006

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