

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGRIPROCESSORS, INC.		09/14/2005	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	FB COMMERCIAL FINANCE, INC.		
Street Address:	11901 Olive Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2036953	SHOR HAVOR	
Registration Number:	2031920	RUBASHKIN	
Registration Number:	2029970	AARON'S BEST	
Registration Number:	2679189	IOWA BEST BEEF	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-259-2000		
Email:	dacrowe@bryancave.com		
Correspondent Name:	Daniel A. Crowe, Esq.		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C034974/0106895		
NAME OF SUBMITTER:	Daniel A. Crowe		

CH \$115.00 2036953

Signature:	/Daniel A. Crowe/
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Date:	05/04/2006
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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, AGRIPROCESSORS, INC., an Iowa corporation (the "Grantor"), having its principal offices at 220 West Street, Postville, Iowa 52162, is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks");

WHEREAS, FB COMMERCIAL FINANCE, INC., a Missouri corporation, having its principal offices at 11901 Olive Blvd., St. Louis, Missouri 63141 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Marks; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the Marks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Second Amended and Restated Credit and Security Agreement, dated as of September 14, 2005, between the Grantor, Local Pride, LLC and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith; (ii) all cash and non-cash proceeds and products of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

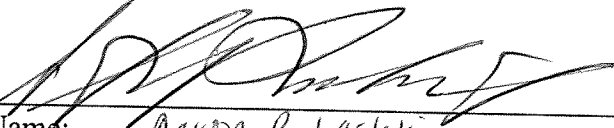
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 14th day of September, 2005.

GRANTOR:

AGRIPROCESSORS, INC.
an Iowa corporation

By: 
Name: Aaron Rubashkin
Title: President

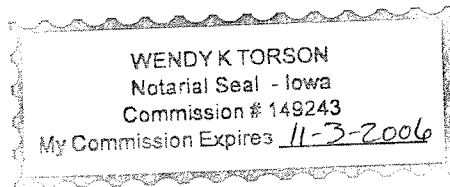
STATE OF Iowa)
COUNTY OF Allamakee)

On this 20th day of October, 2005, before me personally came Aaron Rubashkin, to me known, who, being by me duly sworn did depose and say that he/she is the President of AGRIPROCESSORS, INC., an Iowa corporation, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: 11-3-2006



GRANTEE:

FB COMMERCIAL FINANCE, INC.
a Missouri corporation

By: *[Signature]*
Name: Phillip M. Lykens
Title: SVP

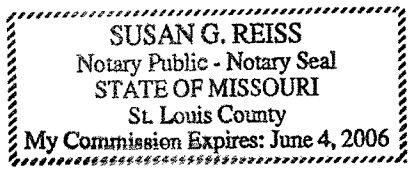
STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 31st day of January, 2006, before me personally came Phillip M. Lykens, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of FB COMMERCIAL FINANCE, INC., a Missouri corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: _____



SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Reg No./Serial No.</u>	<u>Mark</u>	<u>Date</u>
2,036,953	SHOR HAVOR	2/11/97
2,031,920	RUBASHKIN	1/21/97
2,029,970	AARON'S BEST	1/14/97
2,679,189	IOWA BEST BEEF	10/15/02

TRADEMARK APPLICATIONS

<u>Reg No./Serial No.</u>	<u>Mark</u>	<u>Date</u>
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None

COMMON LAW TRADEMARKS

AGRIPROCESSOR