

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brawley Beef, LLC		06/01/2006	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	National Beef California, L.P.
Composed Of:	COMPOSED OF National Carriers, Inc.
Street Address:	57 E. Shank Road
City:	Brawley
State/Country:	CALIFORNIA
Postal Code:	92227
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3003865	BRAWLEY BEEF
Serial Number:	78793645	BRAWLEY SUPREME
Serial Number:	78793614	VALLEY RANCHERS PRIDE
Serial Number:	78793605	BRAWLEY BEEF RESERVE
Serial Number:	78793588	BRAWLEY RESERVE

**CORRESPONDENCE DATA**

Fax Number: (816)983-8080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 816-983-8000  
 Email: pto-kc@blackwellsanders.com  
 Correspondent Name: Edward V. Wilson  
 Address Line 1: 4801 Main Street, Suite 1000

CH \$140.00 3003865

Address Line 4: Kansas City, CALIFORNIA 64112

ATTORNEY DOCKET NUMBER:

10067-10

NAME OF SUBMITTER:

Edward V. Wilson

Signature:

/Edward V. Wilson/

Date:

06/05/2006

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is entered into as of this 1<sup>st</sup> day of June, 2006 by and among Brawley Beef, LLC, a California Limited Liability Company ("Assignor"), and National Beef California, L.P., a Delaware Limited Partnership ("Assignee").

**WHEREAS**, Assignor owns registrations and applications for registration of certain trademarks as filed with the United States Patent and Trademark Office, and Assignor owns certain common law rights to certain trademarks, logos and other graphics (collectively, the "Marks") (all as set forth on Exhibit A) and Assignor has, on its own, or through certain of its affiliates, adopted, used and is using some of such Marks or has a bona fide intent to use some of the Marks; and

**WHEREAS**, pursuant to, and in connection with the transactions contemplated by, that certain Contribution Agreement, dated as of May 19, 2006, by and among Assignor, Assignee and National Beef Packing Company, LLC (the "Contribution Agreement"), Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Marks, subject to the terms and conditions hereof; and

**WHEREAS**, Assignee desires to acquire the entire right, title and interest in and to said Marks, and the related registrations or applications (collectively, the "Trademark Rights").

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. For the consideration of the terms set forth in the Contribution Agreement, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Trademark Rights, together with that portion of the goodwill related to the Trademark Rights connected with the use of and symbolized by the Marks, and all common law rights arising with respect to the prior use of the Marks by Assignor and all causes of action, past, present and future for infringement of the Trademark Rights.

2. Further Assurances. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

3. Governing Agreement. This Agreement is expressly made subject to the terms and provisions of the Contribution Agreement. The delivery of this Agreement shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Contribution Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Contribution Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Contribution Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Contribution Agreement, the terms and provisions of the Contribution Agreement shall govern and control.

4. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

5. Construction. This Agreement and the Exhibit hereto have been negotiated and prepared jointly by all parties hereto, have been reviewed by legal counsel to each party, and, as such, shall not be construed against or in favor of any party by reason of the drafting of any provision by any party or by legal counsel thereto.

6. Captions. The captions and section numbers in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

7. Counterparts. This Agreement may be executed in one or more originals, but all of which together shall constitute one and the same instrument.

{The remainder of this page is intentionally left blank. Signature page to follow.}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

By: Larry L. McDonald  
Name: Larry L. McDonald  
Title: Chairman of members Committee

ASSIGNEE:


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

By:  \_\_\_\_\_  
Name: Scott H. Smith  
Title: Secretary & General Counsel

**EXHIBIT A**

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>
BRAWLEY BEEF		3,003,865
BRAWLEY SUPREME	78/793,645	
VALLEY RANCHERS PRIDE	78/793,614	
BRAWLEY BEEF RESERVE	78/793,605	
BRAWLEY RESERVE	78/793,588	

Any and all common law rights or other rights of Assignor in and to any trademarks, logos or other graphics used in connection with Assignor's business.