

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
Premium Gold Foods, LLC		07/07/2006	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Compass Bank, N.A.		
Street Address:	5980 South Cooper Street		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2552626	PREMIUM GOLD ANGUS BEEF	
Registration Number:	2908099	PREMIUM GOLD ANGUS BEEF	
CORRESPONDENCE DATA			
Fax Number:	(806)322-1252		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(806) 322-1251		
Email:	Chris@ChrisStewartLaw.com		
Correspondent Name:	Christian D. Stewart		
Address Line 1:	301 S. Polk St., Suite 700		
Address Line 4:	Amarillo, TEXAS 79101		
ATTORNEY DOCKET NUMBER:	COMPASS BANK		
NAME OF SUBMITTER:	Christian D. Stewart		
Signature:	/Christian D. Stewart/		

OP \$65.00 2552626

Date:

10/06/2006

Total Attachments: 18

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TRADEMARK PLEDGE AGREEMENT

THIS TRADEMARK PLEDGE AGREEMENT ("Agreement") is dated July 7, 2006, and is between Compass Bank, N.A., ("Lender"), and Premium Gold Foods, LLC, a Texas limited liability company ("Borrower"). Unless otherwise defined herein, the capitalized terms used herein shall have the meanings specified in the Loan and Security Agreement.

The Lender and Borrower have entered into the Loan and Security Agreement which provides for the Lender to make a Loan to the Borrower in the amount of up to \$4,750,000.00. It is a condition precedent to the making of the Loan that the Borrower shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the above premises and in order to induce the Lender to make the Loan, the Borrower hereby agrees, for the benefit of the Lender, as follows:

I. Security Interest.

To secure the prompt and complete payment, observance and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Indebtedness, the Borrower hereby assigns, hypothecates, and pledges to the Lender a security interest in all of the Borrower's right, title and interest in and to the following, whether now-owned or existing or hereafter arising or acquired and wherever located (collectively, the "Collateral"):

- (a) trademarks and service marks, trademark and service mark registrations (including U.S. Reg. Nos. 2,552,626 and 2,908,099), trade names and trademark and service mark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or or common law marks which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, and the goodwill associated with all of the above-referenced marks, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Exhibit "A", attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registration and applications, and associated goodwill, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

- (b) license agreements with any other party in connection with any intellectual property, including but not limited to Trademarks or such other party's trademarks and service marks or trademark and service mark applications, whether the Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Exhibit "B" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by the Borrower and now or hereafter covered by such license agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses");
- (c) franchises, permits, brands, logos, and copyrights; trade secrets, processes, reports, manuals, goodwill associated with any intellectual property, customer and other lists in whatever form maintained, and trade secret rights, copyright rights, and contract rights, and any other intellectual property, in whatever form created or maintained (all of the foregoing being hereinafter referred to collectively as the "Proprietary Rights"); and
- (d) the goodwill of the Borrower's business connected with and symbolized by the Trademarks, Licenses, and Proprietary Rights.

2. Restrictions on Future Agreements.

The Borrower agrees that until all the Indebtedness shall have been satisfied in full, the Borrower will not abandon any Trademark or Proprietary Right, except as would not result in a Material Adverse Change, or enter into any agreement, including, without limitation, any license agreement (other than as necessary to maintain or protect any Trademark or Proprietary Right), which is inconsistent with the Borrower's obligations under this Agreement, and the Borrower further agrees that it will not take any action, or permit any action to be taken by any other Person(s) to the extent that such Person(s) are subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights transferred to the Lender under this Agreement, and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

3. New Trademarks.

The Borrower represents and warrants that the Trademarks and Licenses listed on Exhibits "A" and "B" constitute all of the trademarks, applications, trade names, service marks, service mark registrations and trademark registrations and common law marks now owned and material license agreements entered into by the Borrower. If, before the Indebtedness shall have been satisfied in full, the Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, service marks, service mark registrations, or trade names, (ii) become entitled to the benefit of any trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, trademark licenses or trademark license renewals or (iii) enter into any new trademark license agreements, the provisions of paragraph 1 above shall automatically apply thereto, and the Borrower shall give to the Lender prompt written notice thereof of all new trademark registrations and applications.

The Borrower hereby authorizes the Lender to modify this Agreement by amending Exhibits "A" and "B" to include any future trademarks, trademark applications, trade names, service marks, service mark registrations, trademark registrations, common law marks or license agreements that are the Trademarks or the Licenses, under paragraph 1 above or under this paragraph 3.

4. Additional Representations and Warranties.

The Borrower hereby represents, warrants, covenants and agrees that:

- (a) Except as otherwise provided or permitted herein or in the Loan Agreement, it is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks and Licenses shall continue in force. The Trademarks and Licenses are and shall continue to be free from any Lien in favor of any Person(s) except for those Liens existing in favor of Lender.
- (b) It has the full right and power to grant the security interest in the Collateral made hereby.
- (c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.
- (d) So long as any Indebtedness remain outstanding under the Loan Agreement, it will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Collateral except as otherwise contemplated or permitted hereby or by the Loan Agreement and the other Loan Documents. Lender may file appropriate documents with governmental entities, including the United States Patent and Trademark Office, to evidence its interest in the Collateral. Borrower agrees to cooperate in these efforts and assist in the execution of the appropriate documents.
- (e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Lender concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.
- (f) To the best of the Borrower's knowledge and belief-, no infringement or unauthorized use presently is being made of any of the Trademarks, Licenses or Proprietary Rights which has or may reasonably be expected to result in, a Material Adverse Change. The Borrower has advised the Lender of the existence of material restrictions on the use of the Trademarks, Licenses and Proprietary Rights as may be contained in the Borrower's franchise agreements and license agreements relating to the use of the Trademarks, Licenses and Proprietary Rights.

- (g) The Borrower will not sell, assign or otherwise transfer any of its right, title or interest in any of the Collateral.

5. Royalties; Tenn.

- (a) The Borrower hereby agrees that any rights granted hereunder to the Lender with respect to all the Collateral as described above shall be worldwide and without any liability for royalties or other related charges to the Borrower.
- (b) The term of the security interest granted herein shall extend until the earlier of (i) the expiration or abandonment of each of the Trademarks, Licenses, and Proprietary Rights subject to this Agreement, or (ii) the payment in full of the Indebtedness or the termination of the commitments of the Lender to extend credit under the Loan Agreement.

6. The Lender's Right to Inspect. The Lender shall have the right, at any time and from time to time, to inspect the Borrower's premises and to examine the Borrower's books, records and operations, including, without limitation, upon reasonable notice and at such reasonable times and as often as may be reasonably requested.

7. Termination of Security Interest.

This Agreement is made for collateral purposes only. Upon payment in full of the Indebtedness, or the termination of the commitments of the Lender to extend credit under the Loan Agreement, the Lender shall, at the Borrower's sole cost and expense, execute and deliver to the Borrower all termination statements, releases or other instruments as may be necessary or proper to re-vest in the Borrower (without recourse to or warranty by the Lender) full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by the Lender pursuant hereto or pursuant to the Loan Agreement.

8. Duties of the Borrower.

The Borrower shall have the duty (i) to prosecute diligently any intellectual property right, including any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the Indebtedness shall have been paid in full, (ii) to make applications on intellectual property, including trademarks or service mark, as appropriate in Pledgor's reasonable business judgment, and (iii) to preserve and maintain all rights in intellectual property, including trademark applications, trademarks, trademark registrations, service marks, and service mark registrations, that are part of the Trademarks except, in the case of (i) or (iii), where the failure to do so would not have or be reasonably expected to result in a Material Adverse Change. Any expenses incurred in connection with such applications shall be borne by the Borrower. The Borrower shall not abandon any intellectual property, including any right to file a trademark application in the United States or any pending trademark application in any country without the prior written consent of the Lender except as would not have or be reasonably expected to result in a Material Adverse Change. If the Borrower fails to comply with any of the foregoing duties, the Lender

shall have the right (but shall not be obligated) to do so in the Borrower's name to the extent permitted by law, but at the Borrower's expense, and the Borrower hereby agrees to reimburse the Lender in full for all expenses, including the fees and disbursements of counsel incurred by the Lender in protecting, defending and maintaining the Collateral. In the event that the Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any Lien prohibited hereby, or shall fail to comply with any other duty hereunder, the Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Borrower, and all monies so paid out shall be Indebtedness of the Borrower repayable on demand, together with interest at the fluctuating rate applicable to the Loan under the Loan Agreement.

Borrower agrees that so long as any Indebtedness is outstanding, it will make a full disclosure to Lender immediately upon discovery of any of the following:

- (i) Any existing or potential infringement of, unfair competition affecting, or unauthorized use of the Trademarks or Licenses. Lender, in its sole discretion, may commence, prosecute, or defend any action concerning the Trademarks or Licenses. In the event of such action, Borrower will fully cooperate with Lender in that proceeding which shall be solely at the Borrower's expense.

9. The Lender's Right to Sue.

From and after the occurrence and during continuance of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name for its own benefit or in the name of the Borrower, to enforce the Trademarks, Licenses, and Proprietary Rights and if the Lender shall commence any such suit, the Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by Lender pursuant to the terms of the Loan Agreement.

10. Waivers.

No course of dealing among the Borrower and the Lender, or among any of them, and no failure to exercise, nor any delay in exercising, on the part of the 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 the exercise of any other right, power or privilege.

11. Cumulative Remedies; Power of Attorney; Effect On Other Agreements.

All of the Lender's rights and remedies with respect to the Collateral, whether established hereby, by the Loan Agreement, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default and the giving by the Lender of written notice to the Borrower of the Lender's intention to enforce its right and claims against the Borrower, the Borrower hereby authorizes the Lender to make, constitute and appoint any officer or agent of

the Lender as the Lender may select, in its sole discretion, as the Borrower's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Collateral, or (ii) take any other actions with respect to the Collateral as the Lender deems in the best interest of the Lender or (iii) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby). The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Indebtedness have been paid in full or the commitments of the Lenders to extend credit under the Loan Agreement have been terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies 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 Collateral may be located. Recourse to security will not be required at any time.

12. Defined Terms.

- (a) Borrower means Premium Gold Foods, LLC, a Texas limited liability company.
- (b) "Loan and Security Agreement" means that certain loan and security agreement of even date herewith between Borrower and Lender
- (c) "Material Adverse Change" means any act, circumstance, or event (including, without limitation, any announcement of action) which (i) causes an Event of Default, (ii) otherwise could reasonably be expected to be material and adverse to the financial condition or operations of Borrower, or (iii) could reasonably be expected to materially and adversely affect the validity or enforceability of any Loan Document
- (d) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to sections in this Agreement unless otherwise specified.
- (e) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

13. Binding Effect, Benefits.

This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Lender. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower.

14. Expenses

The Borrower shall upon written demand pay to the Lender the amount of any and all reasonable expenses, including the fees and disbursements of its counsel and of any experts and agents, associated with the drafting of this document.

15. Amendments, Etc.

No amendment or waiver of any provision of this Agreement nor consent to any departure by the Borrower herefrom shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

16. Notices.

Unless otherwise provided herein, all notices, requests, consents and demands shall be in writing and shall be mailed, postage prepaid, addressed as follows:

TO LENDER: Compass Bank
 Attn: Carl Cravens
 5980 South Cooper Street
 Arlington, TX 76017
 817-472-3340 office
 817-472-3349 fax
 carl.cravens@compassbank.com

TO BORROWER: 7000 Bee Cave Road, #350
 Austin, Texas 78746
 512-732-1212 office
 512-732-1262 fax
 email: igressett@pgabeef.com

17. Applicable Law; Severability.

This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Texas. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

18. Waiver of Jury Trial.

BORROWER AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON

CONTRACT, TORT OR OTHERWISE) BETWEEN BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY AN DESCRIBED IN THE LOAN AGREEMENT.

19. Governing Provisions.

To the extent any provisions of this Agreement are inconsistent with any provisions in the Loan Agreement, the provisions of this Agreement shall govern.

20. Section Titles.

The section titles herein are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day first above written.

Compass Bank, N.A.

By: Carl Craven
Carl Craven, Senior Vice President

"LENDER" u

~~Premium Food Foods, LLC~~
~~Hartley Food Products, L.P.~~
a Texas limited liability company, Premium Food Foods, LLC,
by ~~Hartley Specialty Foods, L.P.C.~~, its general partner
a Texas limited partnership

By: Dwight C. Hartley
Dwight C. Hartley, Manager

"BORROWERS" [Signature]

EXHIBIT “A”

Int. Cls.: 29 and 35

Prior U.S. Cls.: 46, 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,552,626

Registered Mar. 26, 2002

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

PREMIUM GOLD ANGUS BEEF

PREMIUM GOLD ANGUS BEEF, INC. (TEXAS
CORPORATION)
P.O. BOX 188
WYALUSING, PA 18853

FIRST USE 4-6-1996; IN COMMERCE 4-6-1996.

OWNER OF U.S. REG. NO. 2,163,717.

FOR: BEEF, IN CLASS 29 (U.S. CL. 46).

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "PREMIUM" AND "ANGUS BEEF",
APART FROM THE MARK AS SHOWN.

FIRST USE 4-6-1996; IN COMMERCE 4-6-1996.

FOR: PROMOTING THE SALE OF BEEF PRO-
DUCTS FOR CONSUMER CONSUMPTION
THROUGH THE DISTRIBUTION OF LITERATURE,
IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SER. NO. 76-292,312, FILED 7-30-2001.

GINEEN BRESSO, EXAMINING ATTORNEY

Int. Cls.: 29 and 35

Prior U.S. Cls.: 46, 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,908,099

Registered Dec. 7, 2004

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER



PREMIUM GOLD ANGUS BEEF, INC. (TEXAS
CORPORATION)
P.O. BOX 91976
AUSTIN, TX 78709

FOR: BEEF, IN CLASS 29 (U.S. CL. 46).

FIRST USE 2-22-2001; IN COMMERCE 2-22-2001.

FOR: PROMOTING THE SALE OF BEEF PRO-
DUCTS FOR CONSUMER CONSUMPTION
THROUGH THE DISTRIBUTION OF LITERATURE,
IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 2-22-2001; IN COMMERCE 2-22-2001.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "PREMIUM" AND "ANGUS BEEF",
APART FROM THE MARK AS SHOWN.

THE LINING IS A FEATURE OF THE MARK
AND DOES NOT INDICATE COLOR.

SER. NO. 76-565,366, FILED 12-8-2003.

TONI HICKEY, EXAMINING ATTORNEY







TRADEMARK
REEL: 003403 FRAME: 0966





EXHIBIT “B”

Pledgor/Borrower sells its products in various retail and wholesale outlets. Such outlets may advertise and promote products containing the Trademarks of Pledgor/Borrower, with attribution, pursuant to a limited license under the condition that the license expires upon the conclusion of the business transaction. These limited licenses ensure that, among other things, the Trademarks are only used in a manner that promotes the sale of products of Pledgor/Borrower. These limited licenses are not royalty-producing and the licenses do not permit or create sublicenses.