

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premium Gold Angus Beef, Inc.		05/05/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Premium Gold Angus Beef, LLC		
Street Address:	7000 Bee Caves Road, Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
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/		
Date:	10/06/2006		

OP \$65.00 2552626

Total Attachments: 6

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Form 632
(Revised 01/06)

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Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: See instructions

**Certificate of Conversion
of a
Corporation Converting
to a
Limited Liability Company**

FILED
In the Office of the
Secretary of State of Texas
MAY 05 2006
Corporations Section

Converting Entity Information

The name of the converting corporation is:
Premium Gold Angus Beef, Inc.

The jurisdiction of formation of the corporation is: Texas

The date of formation of the corporation is: August 21, 1995

The file number, if any, issued to the corporation by the secretary of state, is: 136746300

Plan of Conversion—Alternative Statements

The corporation named above is converting to a limited liability company. The name of the limited liability company is:

Premium Gold Angus Beef, LLC

The limited liability company will be formed under the laws of: Texas

The plan of conversion is attached.

If the plan of conversion is not attached, the following statements must be completed.

Instead of attaching the plan of conversion, the corporation certifies to the following statements:

A signed plan of conversion is on file at the principal place of business of the corporation, the converting entity. The address of the principal place of business of the corporation is:

1000 Bee Cave Road, Suite 350 Austin TX USA 78746
Street or Mailing Address City State Country Zip Code

A signed plan of conversion will be on file after the conversion at the principal place of business of the limited liability company, the converted entity. The address of the principal place of business of the limited liability company is:

7000 Bee Caves Road, Suite 350 Austin TX USA 78746
Street or Mailing Address City State Country Zip Code

A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

RECEIVED

MAY 05 2006

Certificate of Formation for the Converted Entity

The converted entity is a Texas limited liability company. The certificate of formation of the Texas limited liability company is attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

A. This document becomes effective when the document is accepted and filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the corporation.

In lieu of providing the tax certificate, the limited liability company as the converted entity is liable for the payment of any franchise taxes.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: May 2, 2006

by: Premium Gold Angus Beef, Inc
[Signature], President
Signature and title of authorized person on behalf of the
converting entity

CERTIFICATE OF FORMATION

OF

PREMIUM GOLD ANGUS BEEF, L.L.C.

FILED
In the Office of the
Secretary of State of Texas

MAY 05 2006
Corporations Section

The undersigned, acting as the organizing converter of a limited liability company under the Texas Business Organizations Code (the "Code"), does hereby adopt the following Certificate of Formation for Premium Gold Angus Beef, L.L.C. (the "Company"):

ARTICLE ONE

The name of the Company is Premium Gold Angus Beef, L.L.C. The Company is a converted entity, formerly known as Premium Gold Angus Beef, Inc., a Texas corporation formed on August 21, 1995. The Company has been formed under a plan of conversion adopted by both the Company and Premium Gold Angus Beef, Inc. The address of Premium Gold Angus Beef, Inc. was 7000 Bee Caves Road, Suite 350, Austin, Texas 78746.

ARTICLE TWO

The Company shall exist perpetually, unless sooner terminated in accordance with its Company Agreement.

ARTICLE THREE

The purpose for which the Company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the Code.

ARTICLE FOUR

The principal place of business of the Company in the State of Texas is 7000 Bee Caves Road, Suite 350, Austin, Texas 78746.

ARTICLE FIVE

The name of the initial registered agent of the Company in the State of Texas is J. Hamilton Rial III; and the address of such initial registered agent is 811 Barton Springs Road, Suite 730, Austin, Texas 78704.

ARTICLE SIX

The Company is to be managed by one or more managers. The number of initial managers, who shall serve as managers until the first annual meeting of members of the Company or until their successors are duly elected, shall be four (4). The names and address of such initial managers are as follows:

Dwight C. Hartley	7000 Bee Caves Road Suite 350 Austin, Texas 78746
Justin H. Hartley	7000 Bee Caves Road Suite 350 Austin, Texas 78746
James D. Gressett	7000 Bee Caves Road Suite 350 Austin, Texas 78746
Richard D. Morris	7000 Bee Caves Road Suite 350 Austin, Texas 78746

ARTICLE SEVEN

Any action required by the Code to be taken at any meeting of members, or any action which may be taken at any meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Any such written consent must be dated, signed and delivered in the manner required by and shall be effective for the period specified by the Code and any amendments thereto. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE EIGHT

No member shall have a preemptive right to acquire any membership interest or securities of any class that may at any time be issued, sold, or offered for sale by the Company.

ARTICLE NINE

The right of members to cumulative voting in the election of managers is permitted.

ARTICLE TEN

The membership interests in the Company will be subject to restrictions on their transferability as set out in the Company Agreement or subsequent Shareholders Agreement, which Agreement will be adopted by the members and kept with the records of the Company. The Company will provide a copy of the Company Agreement without charge to any record holder of a membership interest upon written request addressed to the Company at its principal business office or its registered agent's address.

ARTICLE ELEVEN

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article Eleven does not eliminate or limit the liability of a manager to the extent the manager is found liable for: (i) a breach of the manager's duty of loyalty to the Company or its members, (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office, or (iv) an act or omission for which the liability of a manager is expressly provided by an applicable statute. The Company shall indemnify any person who was, is, or is threatened to be made a party to a proceeding (as hereinafter defined) by reason of the fact that he or she is or was a manager of the Company. Such right shall be a contract right and as such shall run to the benefit of any manager of the Company who elects to continue to serve as a manager of the Company while this Article Eleven is in effect. Such indemnification shall include the right to be paid by the Company expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Code, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within sixty (60) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Code, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its members) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his or her heirs, executors, administrators, and personal representatives. The rights

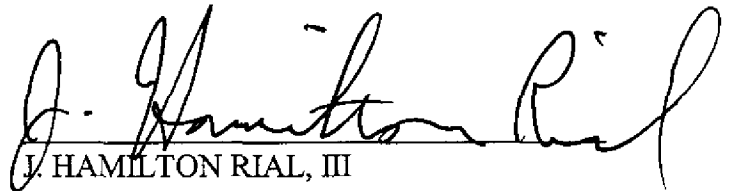
conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, by-law, resolution of members or otherwise.

The Company may additionally indemnify any employee or agent of the Company to the fullest extent permitted by law. As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

Any repeal or amendment of this Article Eleven by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a member of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which a member of the Company is not liable as set forth in the preceding sentences, a member shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limits the liability of a director of a corporation.

IN WITNESS WHEREOF, this Certificate of Formation has been executed on May 3, 2006 by the undersigned.

ORGANIZER:


J. HAMILTON RIAL, III