

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swift Brands Company		05/26/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XL Four Star Beef Inc.		
<b>Street Address:</b>	#303, 13220 St. Albert Trail, Edmonton		
<b>City:</b>	Alberta		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T5L 4W1		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2763893	FOUR STAR BEEF	
<b>Registration Number:</b>	2755737	FOUR STAR BEEF	
<b>Registration Number:</b>	0802352		
<b>Registration Number:</b>	2958525	RANCHER'S PREMIUM FED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(402)392-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(402) 392-1250		
<b>Email:</b>	ndafney@akclaw.com		
<b>Correspondent Name:</b>	Nicholas T. Dafney		
<b>Address Line 1:</b>	8712 West Dodge Road, Suite 300		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68114		
<b>ATTORNEY DOCKET NUMBER:</b>	NILSSON BROS.		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$115.00 2763893

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nicholas T. Dafney

Signature:

/nicholas t dafney/

Date:

08/24/2009

Total Attachments: 5

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is to be effective as of May 26, 2006, and is entered into by and among Swift Brands Company, a Delaware corporation ("Assignor"), and XL Four Star Beef Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor, having its principal offices at 1770 Promontory Circle, Greeley, Colorado 80634, U.S.A., is the owner of any rights that Assignor may have acquired by virtue of its use of the trademark(s) listed on Exhibit A attached hereto (collectively, the "Marks") and Assignor is the owner of record of the registration(s) and/or application(s) for registration listed on Exhibit A;

WHEREAS, Assignee, having its principal offices at #303, 13220 St. Albert Trail, Edmonton, Alberta, Canada T5L 4W1, is desirous of acquiring all right, title and interest in and to said Marks as part of the Asset Purchase Agreement between XL Foods Inc., a Canadian corporation ("Buyer"), and Swift Beef Company, a Delaware corporation ("Swift Beef"), dated April 12, 2006, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of May 26, 2006, by and among Swift Beef, Assignee, Buyer, XL Four Star Beef Holdings (Nebraska) Inc., a Delaware corporation, and XL Four Star Beef Holdings (Idaho) Inc., a Delaware corporation.

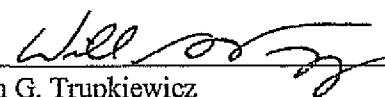
NOW THEREFORE, be it known that for Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to said Marks, together with the goodwill of the business symbolized by said Marks, any future registrations of said Marks, and all common law rights associated with said Marks, and any and all causes of action and other rights assertable under said Marks, the right to sue third parties for infringement of or improper activities regarding said Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Signed this 26<sup>th</sup> day of May, 2006.

ASSIGNOR

SWIFT BRANDS COMPANY

By: \_\_\_\_\_

  
William G. Trupkiewicz  
Acting Chief Financial Officer

ASSIGNEE:

XL FOUR STAR BEEF INC.

By: \_\_\_\_\_

Brian Nilsson  
Co-Chief Executive Officer

EXECUTION VERSION

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is to be effective as of May 26, 2006, and is entered into by and among Swift Brands Company, a Delaware corporation ("Assignor"), and XL Four Star Beef Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor, having its principal offices at 1770 Promontory Circle, Greeley, Colorado 80634, U.S.A., is the owner of any rights that Assignor may have acquired by virtue of its use of the trademark(s) listed on Exhibit A attached hereto (collectively, the "Marks") and Assignor is the owner of record of the registration(s) and/or application(s) for registration listed on Exhibit A;

WHEREAS, Assignee, having its principal offices at #303, 13220 St. Albert Trail, Edmonton, Alberta, Canada T5L 4W1, is desirous of acquiring all right, title and interest in and to said Marks as part of the Asset Purchase Agreement between XL Foods Inc., a Canadian corporation ("Buyer"), and Swift Beef Company, a Delaware corporation ("Swift Beef"), dated April 12, 2006, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of May 26, 2006, by and among Swift Beef, Assignee, Buyer, XL Four Star Beef Holdings (Nebraska) Inc., a Delaware corporation, and XL Four Star Beef Holdings (Idaho) Inc., a Delaware corporation.

NOW THEREFORE, be it known that for Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to said Marks, together with the goodwill of the business symbolized by said Marks, any future registrations of said Marks, and all common law rights associated with said Marks, and any and all causes of action and other rights assertable under said Marks, the right to sue third parties for infringement of or improper activities regarding said Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Signed this 26<sup>th</sup> day of May, 2006.

ASSIGNOR

SWIFT BRANDS COMPANY

By:

\_\_\_\_\_  
William G. Trupkiewicz  
Acting Chief Financial Officer

ASSIGNEE:

XL FOUR STAR BEEF INC.

By:

\_\_\_\_\_  
Brian Nilsson  
Co-Chief Executive Officer

STATE OF Colorado )  
 ) §§:  
COUNTY OF Weld )

I, Diana J. Gross, Notary Public, do hereby certify that William G. Trupkiewicz, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed Acting Chief Financial Officer of Assignor, legally constituted for a period of tenure not yet expired, that he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 22nd day of May, 2006.

DIANA J. GROSS  
NOTARY PUBLIC  
STATE OF COLORADO

MY COMM. EXP. 08/24/2009

Diana J. Gross  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) §§:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public, do hereby certify that Brian Nilsson, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed Co-Chief Executive Officer of Assignee, legally constituted for a period of tenure not yet expired, that he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this \_\_\_\_\_ day of May, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) §§:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public, do hereby certify that William G. Trupkiewicz, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed Acting Chief Financial Officer of Assignor, legally constituted for a period of tenure not yet expired, that he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this \_\_\_\_\_ day of May, 2006.

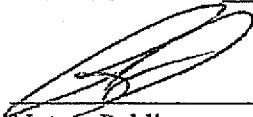
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF Edmonton, Alberta )  
 ) §§:  
COUNTY OF Canada )



I, ROBERT T. ANDERSON, Notary Public, do hereby certify that Brian Nilsson, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed Co-Chief Executive Officer of Assignee, legally constituted for a period of tenure not yet expired, that he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 23<sup>rd</sup> day of May, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Non-expiry

TRADEMARK ASSIGNMENT  
EXHIBIT A

MARK	JURISDICTION	CLASS	SERIAL NO.	FILING DATE	REG DATE	REG. NO.	STATUS
FOUR STAR BEEF 	U.S.	29	76/452,315	09/23/2002	09/16/2003	2,763,893	Registered; renewal due 09/16/2013; will need to file a Section 8 & 15 Affidavit between 09/16/2008 and 09/16/2009 (Beef and beef cuts)
FOUR STAR BEEF & DESIGN ☆☆☆☆	U.S.	29	76/452,314	09/23/2002	08/26/2003	2,755,737	Registered; renewal due 08/26/2013; will need to file a Section 8 & 15 Affidavit between 08/26/2008 and 08/26/2009 (Beef and beef cuts)
MISCELLANEOUS DESIGN (FOUR STAR DESIGN) 	U.S.	29	72/199,867	08/14/1964	01/18/1966	802,352	Registered; renewed; next renewal due 01/18/2016; Section 8 & 15 Affidavit accepted (Beef and beef cuts)
RANCHER'S PREMIUM FED & DESIGN NORTHERN STATES	U.S.	29	78/312,886	10/13/2003	05/31/2005	2,958,525	Registered; renewal due 05/31/2015; will need to file a Section 8 & 15 Affidavit between 05/31/2010 and 05/31/2011 (Beef and beef cuts) Common law mark