

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association, as Agent and Collateral Agent		06/18/2010	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Creekstone Farms Premium Beef LLC
Street Address:	604 Goff Industrial Park Road
City:	Arkansas City
State/Country:	KANSAS
Postal Code:	67005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2504880	CREEKSTONE FARMS
Registration Number:	2504864	CREEKSTONE FARMS
Registration Number:	2832534	TRUSTMARK
Serial Number:	76169941	CREEKSTONE FARMS
Serial Number:	76480212	CREEKSTONE FARMS
Serial Number:	76520322	CREEKSTONE FARMS
Serial Number:	76520321	CREEKSTONE FARMS
Serial Number:	76520319	CREEKSTONE FARMS
Serial Number:	76518069	CHEF'S TABLE

CORRESPONDENCE DATA

Fax Number: (312)863-7865

900165124

TRADEMARK
REEL: 004228 FRAME: 0476

OP \$240.00 2504880

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ATTORNEY DOCKET NUMBER:	5810.006
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	06/21/2010

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Creekstone Farms Premium Beef LLC, a Delaware limited liability company ("Debtor"), having a place of business at 604 Goff Industrial Park Road, Arkansas City, Kansas 67005, granted a security interest in and lien upon certain trademarks and related collateral (including without limitation that collateral described herein) to Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association, in its capacity as Agent and Collateral Agent ("Secured Party"), having an office at 110 East Broward Boulevard, Fort Lauderdale, Florida 33301, as set forth in the Trademark Collateral Assignment and Security Agreement, dated as of May 18, 2005 recorded in the United States Patent and Trademark Office on May 28, 2005 at Reel 3168, Frame 0274 (as heretofore amended, modified or supplemented, the "Trademark Security Agreement"). Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Trademark Security Agreement.

WHEREAS, Debtor has requested that Secured Party release its security interest and reassign to Debtor, without representation or warranty of any kind, nature or description, the trademarks and trademark applications more fully identified on Schedule A annexed hereto and made a part hereof, and any and all other Collateral (as such term is defined in the Trademark Security Agreement) related thereto;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. Releases and reassigns to Debtor any and all liens, security interests, conditional assignments, right, title and interest of Secured Party pursuant to the Trademark Security Agreement in and to all of the following without recourse or representation or warranty, express or implied, of any kind:

- (a) the trademarks and trademark applications identified in Schedule A annexed hereto and made a part hereof, and all prints and labels on which such trademarks, trade names, trade styles and service marks appear, and all designs and general intangibles of a like nature;
- (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;
- (c) all income, fees, royalties and other payments at any time due or payable with respect to the Trademarks, including, without limitation, payments under all licenses at any time entered into in connection therewith;
- (d) all licenses, contracts or other agreements naming the Debtor as licensor or licensee and providing for the grant of any rights concerning any Trademark, together with any goodwill associated with and symbolized by any such trademark licenses and agreements;

- (e) the right to sue for any infringements of the Trademarks;
- (f) all rights corresponding to the Trademarks throughout the world; and
- (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtors against third parties for infringement of the Trademarks.

2. Agrees that any power of attorney or similar rights granted by Debtor to Secured Party pursuant to or in connection with the Trademark Security Agreement are terminated; and

3. Authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer this 18th day of June, 2010.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor by merger to Wachovia Bank, National
Association, as Agent and Collateral Agent

By: Pat Cloninger

Title: Authorized Signatory

[Release of Security Interest in Trademarks]

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

LIST OF TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CREEKSTONE FARMS	2,504,880	11/6/2001	11/6/2011
CREEKSTONE FARMS	2,504,864	11/6/2001	11/6/2011
TRUSTMARK	2,832,534	4/13/2004	4/13/2014

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
CREEKSTONE FARMS	76-169,941	11/22/2000
CREEKSTONE FARMS	76-480,212	1/2/2003
CREEKSTONE FARMS and Design	76-520,322	5/28/2003
CREEKSTONE FARMS and Design	76-520,321	5/28/2003
CREEKSTONE FARMS and Design	76-520,319	5/28/2003
CHEF'S TABLE	76-518,069	5/6/2003