

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Creekstone Farms Premium Beef LLC		04/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
CFPB Holdings LLC		04/13/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Capital One Leverage Finance Corp., as Agent
<b>Street Address:</b>	1415 West 22nd Street, Suite 750
<b>City:</b>	Oak Brook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60523
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2504880	CREEKSTONE FARMS
Registration Number:	2504864	CREEKSTONE FARMS
Registration Number:	2832534	TRUSTMARK
Registration Number:	3011683	CREEKSTONE FARMS
Registration Number:	2980439	CREEKSTONE FARMS

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-201-3865  
 Email: sharon.patterson@goldbergkohn.com  
 Correspondent Name: Sharon Patterson, Paralegal  
 Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.  
 Address Line 2: Ste 3300

**900189287**

**TRADEMARK  
 REEL: 004521 FRAME: 0709**

**OP \$140.00 2504880**

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 5810.006

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 04/14/2011

Total Attachments: 8  
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**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

This Amended and Restated Patent, Trademark and Copyright Security Agreement (this "Agreement") is made as of the 13th day of April, 2011 by and among Creekstone Farms Premium Beef LLC, a Delaware limited liability company ("Borrower"), CFPB Holdings LLC, a Delaware limited liability company ("Holdings"; together with Borrower, the "Loan Parties" and each a "Loan Party") and Capital One Leverage Finance Corp., as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement of even date herewith by and among Borrower, the other Loan Parties, Agent and the Lenders party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, pursuant to a certain Security Agreement dated as of June 18, 2010 among Agent and Loan Parties (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and reaffirmed as of the date hereof pursuant to that certain Reaffirmation of Loan Documents among Agent and Loan Parties ("Reaffirmation"), Loan Parties have granted to Agent, for its own benefit and the benefit of the Lenders, among other things, a continuing security interest in certain of Borrower's and Guarantor's assets, including, without limitation, their patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Parties hereby agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Secured Obligations, each Loan Party hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in such Loan Party's entire right, title and interest in and to any and all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, except for any intent-to-use applications for which a "Statement of Use" has not yet been filed (collectively, the "Trademarks"); and

(d) rights corresponding to any of the foregoing throughout the world and the goodwill of such Loan Party's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, each Loan Party hereby assigns, transfers and conveys, effective upon the occurrence and during the continuance of any Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to any Loan Party or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Secured Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor owned by each Loan Party. Each Loan Party shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by such Loan Party subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Each Loan Party acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND

TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF A DEFAULT, AND UNTIL THE OCCURRENCE OF A DEFAULT, LOAN PARTIES SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon each Loan Party and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. 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.

7. Amendment and Restatement. This Amended and Restated Patent, Trademark and Copyright Security Agreement constitutes an amendment and restatement of that certain Patent, Trademark and Copyright Security Agreement dated as of June 18, 2010 by the Loan Parties in favor of Agent (the "Original IP Security Agreement"). Each Loan Party hereby reaffirms the security interests arising under the Original IP Security Agreement, which security interests remain continuous and shall be governed by the terms of this Agreement from and following the date hereof.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CREEKSTONE FARMS PREMIUM BEEF LLC

By:   
Name: Leon Trautwein  
Title: Chief Financial Officer

CFPB HOLDINGS LLC

By:   
Name: Leon Trautwein  
Title: Chief Financial Officer

Accepted and Agreed to:

CAPITAL ONE LEVERAGE FINANCE CORP.,  
as Agent

By   
Its Senior Vice President

**SCHEDULE A**

**PATENTS**

<b>PATENT DESCRIPTION</b>	<b>US PATENT NUMBER</b>	<b>REGISTRATION DATE</b>
None.		



**SCHEDULE B**

**COPYRIGHT REGISTRATIONS**

<b>COPYRIGHT</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
None.		

**SCHEDULE C**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
CREEKSTONE FARMS	2,504,880	11/6/2001
CREEKSTONE FARMS	2,504,864	11/6/2001
TRUSTMARK	2,832,534	4/13/2004
CREEKSTONE FARMS	3,011,683	11/1/2005
CREEKSTONE FARMS and Design	2,980,439	8/2/2005