

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
National Beef California, LP		09/26/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
Street Address:	5500 S. Quebec Street		
Internal Address:	Attention: Agency Servicing		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Agricultural Credit Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3003865	BRAWLEY BEEF	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Erin B. Roth		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski LLP		
Address Line 4:	Dallas, TEXAS 75201-2784		
ATTORNEY DOCKET NUMBER:	10908355		
NAME OF SUBMITTER:	Chris Andersen		

OP \$40.00 3003865

Signature:	/Chris Andersen/
Date:	10/02/2013
Total Attachments: 16 source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page1.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page2.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page3.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page4.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page5.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page6.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page7.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page8.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page9.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page10.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page11.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page12.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page13.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page14.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page15.tif source=CoBank_National Beef - Intellectual Property Security Agreement (2nd A&R Credit Agreement)#page16.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, amended and restated, modified, supplemented or extended from time to time, this "Agreement"), dated as of September 26, 2013, is made by and among (a) **NATIONAL BEEF PACKING COMPANY, LLC**, a limited liability company formed under the laws of the State of Delaware (together with its permitted successors and assigns, the "Borrower"), (b) each of its Subsidiaries listed on Schedule I hereto (each such Person, individually a "Guarantor" and collectively, the "Guarantors") (the Borrower and the Guarantors are hereinafter referred to, each individually, as a "Grantor" and, collectively with any other Person now or hereafter party hereto, as the "Grantors"), and (c) **COBANK, ACB**, an agricultural credit bank, as administrative agent (in such capacity, the "Agent") for its own benefit and the benefit of the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantors are parties to that certain Second Amended and Restated Credit Agreement dated of even date herewith, by and between the Grantors, the lenders from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), and CoBank, ACB, an agricultural credit bank ("CoBank"), as Lead Arranger, Sole Bookrunner, Swing Line Lender and administrative agent for the Lenders, (as the same may be amended, amended and restated, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders agree to make loans to the Borrower and the Issuing Lender agrees to issue Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the Lenders and Issuing Lender have conditioned their obligations under the Credit Agreement upon the execution and delivery by the Grantors of this Agreement, and the Grantors have agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and the Issuing Lender to enter into and extend credit under the Credit Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Those capitalized terms and phrases used in this Agreement but not defined in this Agreement shall have the meanings ascribed to such terms in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, whether registered or not, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Schedule I hereto;

(c) all of its patents, utility models and statutory invention registrations, now existing or hereafter adopted or acquired including those referred to in Schedule II hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, whether registered, issued, granted or not, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Patents");

(d) all other intellectual property of Grantor, including without limitation, all inventions, trade secrets, know-how, domain names (including domain names referred to in Schedule III hereto) or other intellectual property not described in this Security Agreement (collectively referred to as the "Other Intellectual Property");

(e) all Patent licenses for the grant by or to such Grantor of any right to use any Patent, including each Patent license referred to in Schedule II hereto;

(f) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a), (c) and (d) and, to the extent applicable, clauses (b) and (e);

(g) all goodwill of the business connected with the use of, and symbolized by, each Trademark, each Trademark license, each Patent and each Patent license;

(h) the right to sue third parties for past, present, and future infringements, dilution, damage or for any claim related to or of any Collateral described in clauses (a), (c) and (d) and, to the extent applicable, clauses (b) and (e); and

(i) all products and proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement, dilution, damage or for any claim related to or of any Trademark, Trademark registration, Trademark license, Patent, Patent registration, Patent license or Other Intellectual Property or for

any injury to the goodwill associated with the use of any such Trademark or Patent or for breach or enforcement of any Trademark license or Patent license and all rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT.

(a) This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent, for the benefit of the Secured Parties, in the Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to that certain Second Amended and Restated Security Agreement, dated as of September 26, 2013, by and among the Grantors and the Agent (the "Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the Security Interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

(b) The Grantors and the Agent hereby acknowledge and agree that the security interest created hereby in the Collateral shall not include, and the security interest granted herein shall not attach to, any asset (but not the proceeds thereof) subject to a rule of law, statute or regulation or of a lease agreement or any general intangible (including a contract, permit, license or franchise) or a Permitted Lien, where the grant of such security interest would invalidate or constitute a breach or violation of any such rule of law, statute, regulation, lease agreement, or general intangible or agreement or agreements creating or giving rise to such Permitted Lien, provided that the limitation set forth in this sentence shall (x) exist only for so long as such rule of law, statute, regulation, lease agreement or general intangible or agreement and the Permitted Lien created therein continue to be effective (and, upon the cessation, termination, expiration of such rule of law, statute, regulation, lease agreement or general intangible or Permitted Lien, or if any such rule of law, statute or regulation is no longer applicable, the security interest granted herein shall be deemed to have automatically attached to such asset) and (y) not apply with respect to any asset if and to the extent that the prohibition or restriction on the security interest in and to such asset granted in this Agreement is rendered ineffective under Sections 9-406, 9 407, 9-408, or 9-409 of the UCC.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or patents, the provisions of this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section, each Grantor hereby

authorizes the Agent unilaterally to modify this Agreement by amending the schedules hereto to include any such new trademark or patent rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend the schedules hereto shall in any way affect, invalidate or detract from the Agent's and other Secured Parties' continuing security interest in all Collateral, whether or not listed on any schedule attached hereto.

6. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

7. **CHOICE OF LAW.** **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).**

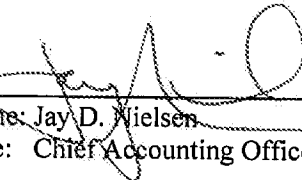
8. **INCORPORATION OF CREDIT AGREEMENT PROVISIONS.** Section 11.11 of the Credit Agreement is hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

BORROWER:

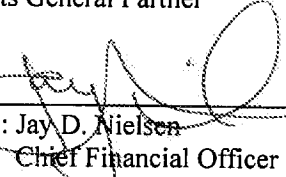
**NATIONAL BEEF PACKING COMPANY,
LLC**

By: 
Name: Jay D. Nielsen
Title: Chief Accounting Officer

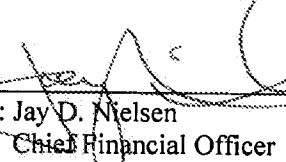
GUARANTORS:

NATIONAL BEEF CALIFORNIA, LP

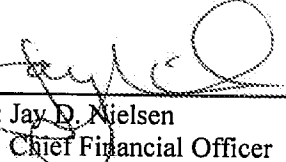
By: NATIONAL CARRIERS, INC.,
its General Partner

By: 
Name: Jay D. Nielsen
Title: Chief Financial Officer

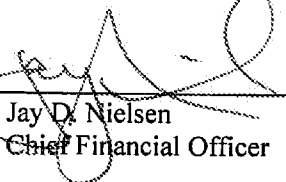
NATIONAL CARRIERS, INC.

By: 
Name: Jay D. Nielsen
Title: Chief Financial Officer

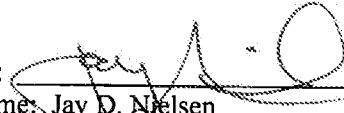
NATIONAL BEEF LEATHERS, LLC

By: 
Name: Jay D. Nielsen
Title: Chief Financial Officer

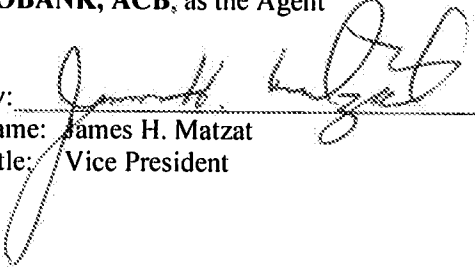
KANSAS CITY STEAK COMPANY, LLC

By: 
Name: Jay D. Nielsen
Title: Chief Financial Officer

**NATIONAL ELITE TRANSPORTATION,
LLC**

By: 
Name: Jay D. Nielsen
Title: Chief Financial Officer

COBANK, ACB, as the Agent

By: 
Name: James H. Matzat
Title: Vice President


- Signature Page to Intellectual Property Security Agreement -

TRADEMARK
REEL: 005123 FRAME: 0906

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT


Trademark Registrations/Applications

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
National Beef Packing Company, LLC	USA	CERTIFIED PREMIUM BEEF	86051896	08/29/2013	N/A	N/A
National Beef Packing Company, LLC	USA	NATIONAL BEEF CPB CERTIFIED PREMIUM BEEF	86051883	08/29/2013	N/A	N/A
National Beef Packing Company, LLC	USA	EXCELLENCE RAISED TO A HIGHER LEVEL	86047360	08/25/2013	N/A	N/A
National Beef Packing Company, LLC	USA	NATUREWELL	85481636	11/28/2011	N/A	N/A
National Beef Packing Company, LLC	USA	NATUREWELL NATURAL PORK MINIMALLY PROCESSED AND CONTAINS NO ARTIFICIAL INGREDIENTS	85481763	11/28/2011	N/A	N/A



Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
National Beef Packing Company, LLC	USA		85224533	01/24/2011	4025513	09/13/2011
National Beef Packing Company, LLC	USA	BOYNE VALLEY	85962707	06/18/2013	N/A	N/A
National Beef Packing Company, LLC	USA	BOYNE VALLEY	85962689	06/18/2013	N/A	N/A
National Beef Packing Company, LLC	USA	DANNY BOY	85962060	06/07/2013	N/A	N/A
National Beef Packing Company, LLC	USA	DANNY BOY	85961979	06/17/2013	N/A	N/A
National Beef Packing Company, LLC	USA	NBP	85453966	10/23/2011	N/A	N/A
National Beef Packing Company, LLC	USA	NBP	85453964	04/03/2012	4161029	06/19/2012
National Beef Packing Company, LLC	USA	NATIONAL BEEF	85224384	01/24/2011	4204370	09/11/2012
National Beef Packing Company, LLC	USA	ALWAYS ANGUS, ALWAYS DELICIOUS	78682377	08/01/2005	3166755	10/31/2006

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
National Beef Packing Company, LLC	USA	NATIONAL BEEF CERTIFIED PREMIUM BEEF BEEF OF EXCEPTIONAL FLAVOR AND QUALITY	78508164	10/29/2004	3020819	11/29/2005
National Beef Packing Company, LLC	USA	BLACK CANYON CATTLE COMPANY ANGUS BEEF	78508159	10/29/2004	3049754	01/24/2006
National Beef Packing Company, LLC	USA	NATUREWELL NATURAL BEEF MINIMALLY PROCESSED AND CONTAINS NO ARTIFICIAL INGREDIENTS	78508156	10/29/2004	3070483	03/21/2006
National Beef Packing Company, LLC	USA	NATIONAL BEEF BLACK ANGUS BEEF GRAIN-FED IN MIDWEST	78388973	03/23/2004	3225553	04/03/2007
National Beef Packing Company, LLC	USA	NATUREWELL	78349762	01/09/2004	3117954	07/18/2006
National Beef Packing Company, LLC	USA	VINTAGE NATURAL BEEF	77951319	05/05/2010	4113464	03/20/2012
National Beef Packing Company, LLC	USA	THE PREMIUM NATURAL	77938889	02/18/2010	3902332	01/04/2011
National Beef Packing Company, LLC	USA	LIVE WELL, EAT WELL	77938869	02/18/2010	3835057	08/17/2010
National Beef Packing Company, LLC	USA	VALLEY RESERVE BEEF	77866662	11/06/2009	3905487	01/11/2011
National Beef Packing Company, LLC	USA	VALLEY RESERVE BEEF	77859664	10/28/2009	3917897	02/08/2011

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
National Beef Packing Company, LLC	USA	RADIANT BLUE	77839384	10/01/2009	3982148	06/21/2011
National Beef Packing Company, LLC	USA	W.E.L.L. INITIATIVES WATER · ENERGY LIVESTOCK · LAND	77754011	06/08/2009	3748959	02/16/2010
National Beef Packing Company, LLC	USA	W.E.L.L. INITIATIVES	77754010	06/08/2009	3734145	01/05/2010
National Beef Packing Company, LLC	USA	LEADING THE WAY IN QUALITY BEEF.	77699629	03/26/2009	3717965	12/01/2009
National Beef Packing Company, LLC	USA	IMPERIAL VALLEY PREMIUM BEEF	77298999	06/03/2008	3442107	10/09/2007
National Beef Packing Company, LLC	USA	NATURESOURCE	77066057	12/18/2006	3387678	02/26/2008
National Beef Packing Company, LLC	USA	NATURESOURCE	77066056	12/18/2006	3387677	02/26/2008
National Beef Packing Company, LLC	USA	IMPERIAL VALLEY PREMIUM BEEF	77244011	08/01/2007	3411167	04/08/2008
National Beef Packing Company, LLC	USA	BIOLOGIC	76375725	02/25/2002	2757251	08/26/2003
National Beef Packing Company, LLC	USA	BLACK CANYON	76070160	06/15/2000	2595452	07/16/2002

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
National Beef Packing Company, LLC	USA		75794013	09/07/1999	2393359	10/10/2000
National Beef Packing Company, LLC	USA	NATIONAL BEEF	75794012	09/07/1999	2456792	06/05/2001
National Beef Packing Company, LLC	USA	"BEEF FROM THE HEART OF THE NATION"	73002076	09/27/1973	1069053	07/15/1977
Kansas City Steak Company	USA	THE TRUE STEAKHOUSE STEAKBURGER STEAKHOUSE ORIGINALS	85963467	06/18/2013	N/A	N/A
Kansas City Steak Company	USA	LEGENDARY STEAK ONLINE. TRADITION ON YOUR TABLE	85636183	05/25/2012	4344038	05/28/2013
Kansas City Steak Company	USA	THE NEW FACE OF STEAK	85575115	05/21/2013	4339805	05/21/2013
Kansas City Steak Company	USA	KANSAS CITY STEAKHOUSE ORIGINALS	85642569	06/04/2012	4196221	08/21/2012
Kansas City Steak Company	USA	KANSAS LAND & CATTLE COMPANY	85636193	05/25/2012	4208116	09/11/2012
Kansas City Steak Company	USA	KANSAS CITY STEAK COMPANY SINCE 1932	85326207	05/20/2011	4177967	07/24/2012

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Kansas City Steak Company	USA	KANSAS CITY STEAK COMPANY	85326040	05/20/2011	4177966	07/24/2012
Kansas City Steak Company	USA	STEAKHOUSE ORIGINALS	85272904	05/21/2011	4107008	02/28/2012
Kansas City Steak Company	USA	TRADITION, QUALITY, VALUE	85108460	08/16/2010	4061117	11/22/2011
Kansas City Steak Company	USA	BRING THE STEAKHOUSE TO YOUR HOUSE	85108454	08/16/2010	4057307	11/15/2011
Kansas City Steak Company	USA	TRADITION, QUALITY, VALUE. BRING THE STEAKHOUSE TO YOUR HOUSE.	85108440	08/16/2010	4061116	11/22/2011
Kansas City Steak Company	USA	KANSAS CITY STEAK	77857213	10/26/2009	N/A	N/A
Kansas City Steak Company	USA	KANSASCITYSTEAKS.COM	77691435	03/16/2009	3894581	12/21/2010
Kansas City Steak Company	USA	KANSAS CITY STEAKHOUSE ORIGINALS	77560939	09/03/2008	3593465	03/17/2009
Kansas City Steak Company	USA	KANSAS CITY STEAK COMPANY SINCE 1932	77192694	05/30/2007	3425656	05/30/2007
Kansas City Steak Company	USA	FROM THE STEAKHOUSE TO YOUR HOUSE	77045198	11/16/2006	3406098	04/01/2008
Kansas City Steak Company	USA	KANSAS CITY STEAK COMPANY	77192693	05/30/2007	3384478	02/19/2008
Kansas City Steak Company	USA	WE PUT THE STEAK IN STEAKBURGER	77350810	12/13/2007	3603746	04/07/2009
Kansas City Steak Company	USA	THE ULTIMATE SOURCE FOR EVERYTHING BEEF	77282992	09/19/2007	3632235	06/02/2009
Kansas City Steak Company	USA	PRIVATE STOCK	77122928	03/06/2007	3535895	11/25/2008

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Kansas City Steak Company	USA	PAPA SCAVUZZO'S	73603944	06/13/1986	1439346	05/12/1987
National Beef California, LP	USA	BRAWLEY BEEF	78381985	03/10/2004	3003865	10/04/2005
National Beef Packing Company, LLC	Canada		0898975	12/09/1998	TMA555264	12/11/2001
National Beef Packing Company, LLC	Canada	NATIONAL BEEF	1530244	06/02/2011	N/A	N/A
National Beef Packing Company, LLC	Canada		1530243	06/02/2011	N/A	N/A

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations/Applications

Grantor	Country	Description	Filing Date	App. No.	Patent. No.	Issue Date
National Beef Packing Company, LLC	USA	Antimicrobial Packaging System	08/18/2010	12918304	N/A	N/A
National Beef Packing Company, LLC	USA	Antimicrobial Packaging System	05/18/2012	13475796	N/A	N/A

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Other Intellectual Property

None.