

RECORDED  
9-18-98  
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Tab settings

100836131

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GFI America, Inc.

- Individual(s)
- General Partnership
- Corporation-State MD
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 13, 1998

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation (Central)

Internal Address:

Street Address: 150 S. Wacker Dr., Suite 2200

City: Chicago State: IL ZIP: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State IL
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp

Internal Address:

09/18/1998 JSHNDRAZZ 00000173 1853226

01 FC:481 40.00 OP  
02 FC:482 350.00 OP

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 890.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristin Brozovic

Name of Person Signing

Kristin Brozovic

Signature

9/15/98

Date

Total number of pages including cover sheet, attachments, and document: 6

**SCHEDULE A****TRADEMARK REGISTRATIONS**

<b>Trademark Description</b>	<b>U.S. Serial/ Registration No.</b>	<b>Date Registered</b>
A WHOLE NEW GRADE OF BEEF	1,853,226	09/06/94
TOTALTRIM AND DESIGN	1,935,740	11/14/95
GFI AMERICA AND DESIGN	S.N. 74/041379	03/23/90
GOLDEN DELUXE	1,942,761	12/19/95
REEL TENDER	1,961,159	03/05/96
SMARTMEAT CHOICE	1,771,662	05/18/93
HOME OF THE NATURAL	1,365,783	10/15/85
GFI AND DESIGN	1,618,937	10/23/90
SMARTBURGER	1,675,998	02/18/92
SMART MEAT	1,746,500	01/12/93
SMART MEAT	1,763,036	04/06/93
SMARTBEEF	1,806,280	11/23/93
THE BEEF REVOLUTION	2,107,237	10/21/97
GFC AMERICA HOME OF THE NATURAL "THE WORLD'S BEST HAMBURGER"	1,819,095	02/01/94
GFC	1,826,998	03/15/94

**TRADEMARK APPLICATIONS**

<b>Trademark Application Description</b>	<b>U.S. Application No.</b>	<b>Date Applied</b>
None		

# TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 13 day of August, 1998 by and between GFI America, Inc., a Minnesota corporation ("Borrower"), and Congress Financial Corporation (Central), an Illinois corporation ("Lender").

## WITNESSETH

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among Federal Beef Processors, Inc., Kosher Specialists Int'l, Inc., Borrower and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to make certain loans to Borrower, and to extend certain other financial accommodations to or for the benefit of Borrower; and

WHEREAS, pursuant to the Loan Agreement Borrower has granted to Lender a continuing security interest in certain of Borrower's assets, including, without limitation, the Trademarks (as defined below);

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, Borrower and Lender agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising 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 on Schedule A attached hereto and made a part hereof, 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 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, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Borrower represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Borrower. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Borrower shall obtain any new federally registered Trademarks, Borrower shall give Lender prompt written notice thereof. Borrower hereby agrees that, upon Lender's written request, Borrower will execute and deliver to Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Borrower.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Lender shall have all rights and remedies provided in this Mortgage, the other Financing Agreements, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Borrowers, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Borrower acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE 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 ENFORCEMENT 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 MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE 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 MORTGAGE.

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

GFI AMERICA, INC.  
("Borrower")

By *[Signature]*  
Its President

Accepted and Agreed to as of the date first written above:

CONGRESS FINANCIAL CORPORATION (CENTRAL)  
("Lender")

By *[Signature]*  
Its S.V.P.

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