

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
CREEKSTONE FARMS BRANDS, L.L.C

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LLC - KENTUCKY

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

2. Name and address of receiving party(ies)
Name: CREEKSTONE FARMS, INC.
Internal Address: _____
Address: _____
Street Address: 191 Waukegan Road
City: Northfield State: IL Zip: 60093

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 8/28/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,258,830;
2,205,741; 2,258,829; 2,205,740
 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Max Shaftal
 Internal Address: Patzik, Frank & Samotny Ltd.

 Street Address: 150 South Wacker Drive

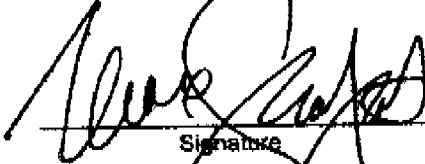
 City: Chicago State: IL Zip: 60605

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1325

DO NOT USE THIS SPACE

9. Signature.
Max Shaftal  08/29/2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, assignments, and document 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

C/H \$115.00 501325 2258830

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 1st day of February, 2002, from CREEKSTONE FARMS BRANDS, L.L.C. a limited liability company organized under the laws of the State of Kentucky and having an office at 191 Waukegan Road, Northfield, Illinois 60093 ("Assignor"), to CREEKSTONE FARMS, INC., a Corporation organized under the laws of the State of Illinois, having its principal office at 191 Waukegan Road, Northfield, Illinois 60093 (the "Assignee").

WHEREAS, Assignor is the owner of certain Cattle Breeding Trademarks (as defined below) pursuant to the Assignment dated January 14, 2003;

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in said Cattle Breeding Trademarks; and

WHEREAS, Assignee has agreed to take assignment of the Cattle Breeding Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over unto Assignee, its successors, legal representatives and assigns, all right, title and interest in, to and under the Cattle Breeding Trademarks, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, fully and entirely as if the same would have been held and enjoyed by Assignor if this Assignment had not been made. As used in this Assignment, "Cattle Breeding Trademarks" shall mean: (a) all trademark registrations and applications related to the Creekstone Farms live cattle, cattle embryos, cattle semen and cattle breeding (collectively "Cattle Breeding") business and the "CREEKSTONE FARMS" brand name for Cattle Breeding, including all registrations and applications set forth in Schedule A attached hereto, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (b) any licenses and other agreements providing Assignor or a third party with the right to use any item of the type referred to in clause (a) (to the extent this Assignment is not in conflict with any provision of same), including the right to sue for breach or enforcement of any such licenses or other agreements, subject, in each case, to the terms of such licenses and other agreements; (c) any proceeds of any item of the type referred to in clauses (a) and (b), including license fees, royalty payments and the right to sue third parties for past, present or future infringements of same and to collect all proceeds of infringement suits and judgments in respect thereof for Assignee's own use or for the use of its successors, assigns or other legal representatives; and (d) the goodwill of that portion of Assignor's business to which any item of the type referred to in clauses (a) through (c) pertain.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any like official of any State or any country or countries foreign to the United States whose duty it is to register trademarks, to transfer all

registrations and applications for a trademark or service mark included in the Cattle Breeding Trademarks to Assignee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, and to issue to Assignee, its successors, legal representatives and assigns, all registrations which may issue with respect to any such applications, in accordance with the terms of this instrument.

3. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of Assignee and at Assignee's cost and expense, take, or cause to be taken, all such other and further action as may be desired by Assignee in order to effect or confirm this Assignment, including executing and delivering, or causing to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Cattle Breeding Trademarks hereunder; and communicating to Assignee any facts relating to the Cattle Breeding Trademarks known to Assignor, and testifying in any legal proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Cattle Breeding Trademarks or otherwise confirming Assignee's interests in the Cattle Breeding Trademarks.

4. General Provisions.

- a) This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.
- b) The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.
- c) This Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.
- d) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment may be executed by facsimile signature and such facsimile signature shall be deemed an original.
- e) This Assignment shall be interpreted and enforced under the laws of the State of Illinois, without regard to any choice of laws or conflict of laws rule thereof, and, to the extent applicable, United States federal law governing trademarks.

[Signature Page Follows]

SCHEDULE A

Creekstone Farms Brands, L.L.C.

United States Cattle Breeding Trademark Registrations

Mark	Reg. No.	Reg. Date	Class	Goods
CREEKSTONE FARMS and Design	2,258,830	7/6/1999	5,31	Cattle Semen, Live Cattle and Cattle Embryos
CREEKSTONE FARMS and Design	2,205,741	11/24/1998	42	Cattle Breeding Services
CREEKSTONE FARMS	2,258,829	7/6/1999	5,31	Cattle Semen, Live Cattle and Cattle Embryos
CREEKSTONE FARMS	2,205,740	11/24/1998	42	Cattle Breeding Services

TRADEMARK

REEL: 002709 FRAME: 0946

RECORDED: 08/29/2003