

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		02/25/2005	Canadian Bank:
RECEIVING PARTY DATA			
Name:	CFPB Holdings LLC		
Street Address:	604 Goff Industrial Park Road		
City:	Arkansas City		
State/Country:	KANSAS		
Postal Code:	67005		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2504880	CREEKSTONE FARMS	
Registration Number:	2504864	CREEKSTONE FARMS	
Registration Number:	2832534	TRUSTMARK	
Serial Number:	76520319	CREEKSTONE FARMS	
Serial Number:	76518069	CHEF'S TABLE	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Michael G. Fatall		

CH \$140.00 2504880

Signature:

/Michael G. Fatall/

Date:

02/25/2005

Total Attachments: 3

source=Creekstone - Nova Scotia-CFPB Assgmt Sec Agmt#page1.tif

source=Creekstone - Nova Scotia-CFPB Assgmt Sec Agmt#page2.tif

source=Creekstone - Nova Scotia-CFPB Assgmt Sec Agmt#page3.tif

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 25, 2005, among Creekstone Farms Premium Beef LLC, a Delaware limited liability company (herein with its successors called the "Debtor"), The Bank of Nova Scotia, as administrative agent for each of the Lenders (as defined below) under the Credit Agreement (as defined below) (the "Agent"), and, CFPB Holdings LLC, a Delaware limited liability company, (in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor, the Agent in its capacity as a lender and as an administrative agent for the Lenders (as defined in the Credit Agreement) and the Lenders, entered into that certain Credit Agreement dated as of January 22, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), providing for making of loans and the issuance of letters of credit on the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Debtor has executed and delivered a Trademark Security Agreement, dated as of January 22, 2003 and recorded in the records of the United States Patent and Trademark Office (the "Trademark Security Agreement"), which granted to the Agent a continuing security interest in all of the Debtor's Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, pursuant to that certain Purchase Agreement dated February 25, 2005 by and among Creekstone Holding Corp., Agent, Secured Party and Debtor (the "Purchase Agreement"), the Secured Party is succeeding the Agent as agent and Lender under the Credit Agreement, and the Agent is assigning to the Secured Party all of its right, title and interest to the collateral provided in connection with the Credit Agreement, including the Trademark Collateral;

WHEREAS, the Agent wishes to evidence its assignment of all of its right, title and interest under the Trademark Security Agreement to the Secured Party;

WHEREAS, the Secured Party wishes to evidence its assumption of all right, title and interest of the Agent under the Trademark Security Agreement; and

WHEREAS, the Debtor and the Agent have duly authorized the execution, delivery, and performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor, the Agent and the Secured Party agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Trademark Security Agreement.

2. Assignment by Agent. The Agent hereby sells, assigns, transfers and conveys to the Secured Party all of its right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, a continuing security interest in, to, and under the Trademark Collateral.

3. Assumption by Secured Party. The Secured Party hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Agent as set forth in the Trademark Security Agreement.

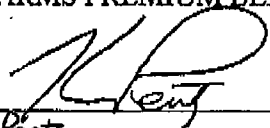
4. Credit Agreement. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the security interest of the Secured Party (as successor-in-interest to the Agent) in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted by the Debtor pursuant to the Trademark Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party (as successor-in-interest to the Agent) for its benefit under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Credit Agreement and the other Loan Documents (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their terms.

5. Acknowledgement. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Secured Party (as successor-in-interest to the Agent) with respect to the security interest in the Trademark Collateral granted by the Debtor pursuant to the Trademark Security Agreement are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.

CREEKSTONE FARMS PREMIUM BEEF LLC,
as Debtor

By: 
Name: Kevin Pante
Title: U.P. and General Manager - Plant Operations

THE BANK OF NOVA SCOTIA, as resigning
agent

By: _____
Name:
Title:

CFPB HOLDINGS LLC, as Secured Party

By: _____
Name:
Title:

3. Assumption by Secured Party. The Secured Party hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Agent as set forth in the Trademark Security Agreement.

4. Credit Agreement. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the security interest of the Secured Party (as successor-in-interest to the Agent) in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted by the Debtor pursuant to the Trademark Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party (as successor-in-interest to the Agent) for its benefit under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Credit Agreement and the other Loan Documents (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their terms.

5. Acknowledgement. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Secured Party (as successor-in-interest to the Agent) with respect to the security interest in the Trademark Collateral granted by the Debtor pursuant to the Trademark Security Agreement are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


6. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.


CREEKSTONE FARMS PREMIUM BEEF LLC,
as Debtor

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA, as resigning
agent

By: 
Name: David Daum
Title: Vice President

CFPB HOLDINGS LLC, as Secured Party

By: 
Name: David Daum
Title: