

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vintage Foods Limited Partnership		07/28/2006	LIMITED PARTNERSHIP: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Beef California, L.P.		
<b>Street Address:</b>	1501 E. 8th St.		
<b>Internal Address:</b>	P.O. Box 1358		
<b>City:</b>	Liberal		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	67905		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3101729	A NATURAL BEEF YOU CAN TRUST	
Registration Number:	3031477	VINTAGE NATURAL BEEF	
Registration Number:	3044672	THE ONLY ADDITIVES THAT GO INTO OUR BEEF ARE A KNIFE AND A FORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(413)567-2076		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4135672076		
<b>Email:</b>	dsh@hblaw.org		
<b>Correspondent Name:</b>	Donald S. Holland		
<b>Address Line 1:</b>	Holland & Bonzagni, P.C.		
<b>Address Line 2:</b>	171 Dwight Road		
<b>Address Line 4:</b>	Longmeadow, MASSACHUSETTS 01106		
<b>ATTORNEY DOCKET NUMBER:</b>	99102G		

CH \$90.00 3101729

NAME OF SUBMITTER:	Donald S. Holland
Signature:	/donaldsholland/
Date:	10/19/2006
Total Attachments: 6 source=vintageassign#page1.tif source=vintageassign#page2.tif source=vintageassign#page3.tif source=vintageassign#page4.tif source=vintageassign#page5.tif source=vintageassign#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is entered into as of this 28<sup>th</sup> day of July, 2006 by and among Vintage Foods Limited Partnership, an Arizona Limited Partnership ("Assignor"), and National Beef California, L.P., a Delaware Limited Partnership ("Assignee").

**WHEREAS**, Assignor owns registrations and applications for registration of certain trademarks as filed with the United States Patent and Trademark Office, and Assignor owns certain common law rights to certain trademarks, logos and other graphics (collectively, the "Marks") (all as set forth on Exhibit A) and Assignor has, on its own, or through certain of its affiliates, adopted, used and is using some of such Marks or has a bona fide intent to use some of the Marks; and

**WHEREAS**, pursuant to, and in connection with the transactions contemplated by, that certain Asset Acquisition Agreement, dated as of July 28, 2006, by and among Assignor and Assignee (the "Purchase Agreement"), Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Marks, subject to the terms and conditions hereof; and

**WHEREAS**, Assignee desires to acquire the entire right, title and interest in and to said Marks, and the related registrations or applications (collectively, the "Trademark Rights").

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. For the consideration of the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Trademark Rights, together with that portion of the goodwill related to the Trademark Rights connected with the use of and symbolized by the Marks, and all common law rights arising with respect to the prior use of the Marks by Assignor and all causes of action, past, present and future for infringement of the Trademark Rights.

2. Further Assurances. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

3. Governing Agreement. This Agreement is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Agreement shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

5. Construction. This Agreement and the Exhibit hereto have been negotiated and prepared jointly by all parties hereto, have been reviewed by legal counsel to each party, and, as such, shall not be construed against or in favor of any party by reason of the drafting of any provision by any party or by legal counsel thereto.

6. Captions. The captions and section numbers in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

7. Counterparts. This Agreement may be executed in one or more originals, but all of which together shall constitute one and the same instrument.


[The remainder of this page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**VINTAGE FOODS LIMITED PARTNERSHIP:**

By: \_\_\_\_\_  
George E. Feaster, President of F&F Enterprises,  
Inc., General Partner

**NATIONAL BEEF CALIFORNIA, L.P.:**

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

TRADEMARK

REEL: 003411 FRAME: 0761

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**VINTAGE FOODS LIMITED PARTNERSHIP:**

By: *George E. Feaster*  
George E. Feaster, President of F&F Enterprises,  
Inc., General Partner

**NATIONAL BEEF CALIFORNIA, L.P.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**U.S.P.T.O. Trademarks Registration Record**

Trademark	Registration/ Serial No.	Registration Date	Last Registration Renewal Date	Sec. 8 Declaration Of Active Use Due	Renewal Due	Owner
A NATURAL BEEF YOU CAN TRUST	Reg. No. 3,101,729	6-6-06	N/A	6-7-11 to 6-6-12	6-7-15 to 6-6-16	Vintage Foods Limited Partnership
IMPERIAL NATURAL BEEF	Not Applied For					
CALIFORNIA NATURAL STEAKS	Not Applied For					
VINTAGE NATURAL BEEF	Reg. No. 3,031,477	12-20-05	N/A	12-21-10 to 12-20-11	12-21-14 to 12-20-15	Vintage Foods Limited Partnership
THE ONLY ADDITIVES THAT GO INTO OUR BEEF ARE A KNIFE AND A FORK	Reg. No. 3,044,672	1-17-06	N/A	1-18-11 to 1-17-12	1-18-15 to 1-17-16	Vintage Foods Limited Partnership

California Secretary of State  
Trademarks Registration Record

Trademark	Registration/ Serial No.	Registration Date	First Possible Date For Renewal	Deadline For Registration Renewal	Owner
VINTAGE NATURAL BEEF	105350	08/02/99	02/03/09	08/02/09	Vintage Foods Limited Partnership