

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kansas City Steak Company, LLC		06/09/2017	Limited Liability Company: MISSOURI
National Beef Packing Company, LLC		06/09/2017	Limited Liability Company: DELAWARE
National Carriers, Inc.		06/09/2017	Corporation: KANSAS

RECEIVING PARTY DATA

Name:	CoBank, ACB, as administrative agent
Street Address:	5500 S. Quebec Street
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Agricultural Credit Bank: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4774038	TASTE. IT MATTERS.
Registration Number:	4920614	THE KANSAS CITY STEAK COMPANY
Registration Number:	4920615	ESTABLISHED 1932 THE KANSAS CITY STEAK C
Registration Number:	5010975	THE BIG DADDY
Registration Number:	5191677	THE KC STEAK EXPERIENCE
Registration Number:	5180636	CROWN FILET MIGNON
Registration Number:	5171073	TASTE MATTERS
Registration Number:	4786494	STEAKHOUSE FLAVOR FOR DINNER TONIGHT
Registration Number:	4933576	FOOD .EEZ
Registration Number:	4947754	FOOD .EEZ
Registration Number:	4553680	FRESH-PACK'D
Registration Number:	4553681	FRESH-PACK'D
Registration Number:	2903325	NATIONAL CARRIERS
Registration Number:	2922792	NCI
Registration Number:	2922791	NCI
Registration Number:	2178679	THE "ELITE" FLEET

OP \$640.00 4774038

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87018209	THE KANSAS CITY STEAK COMPANY
Serial Number:	87018214	ESTABLISHED 1932 THE KANSAS CITY STEAK C
Serial Number:	86486593	POWER LEAN
Serial Number:	86614426	POWER UP YOUR MEALS
Serial Number:	86614436	POWER UP YOUR DAY
Serial Number:	86880668	PREMIUM CRAFT
Serial Number:	87210075	NATURESOURCE NATURAL ANGUS BEEF
Serial Number:	86165022	CASA SABROSA
Serial Number:	86538139	POWER UP

CORRESPONDENCE DATA

Fax Number: 2148558200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	10908355
NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris R. Andersen/
DATE SIGNED:	06/09/2017

Total Attachments: 12

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL 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 June 9, 2017, 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 signatory 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 have entered into an Intellectual Property Security Agreement, dated as of September 26, 2013 (the "2013 IP Security Agreement");

WHEREAS, the Grantors are parties to that certain Third 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, to grant a security interest in Collateral (as defined below) acquired after the effective date of 2013 IP Security 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

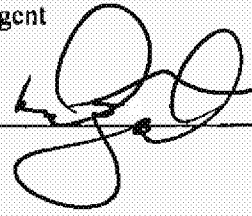
Title: Chief Financial Officer

- Signature Page to Intellectual Property Security Agreement -

TRADEMARK
REEL: 006081 FRAME: 0275

COBANK, ACB, as the Agent

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



SCHEDULE I
to
SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations/Applications Acquired After the Effective Date of the 2013 IP Security Agreement

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Kansas City Steak Company, LLC	USA	TASTE. IT MATTERS.	86277312	09-MAY-2014	4774038	14-JUL-2015
Kansas City Steak Company, LLC	USA	THE KANSAS CITY STEAK	86486892	19-DEC-2014	4920614	22-MAR-2016
Kansas City Steak Company, LLC	USA	ESTABLISHED 1932 THE KANSAS CITY STEAK COMPANY	86486901	19-DEC-2014	4920615	22-MAR-2016
Kansas City Steak Company, LLC	USA	THE BIG DADDY	86673413	24-JUN-2015	5010975	02-AUG-2016
Kansas City Steak Company, LLC	USA	THE KC STEAK EXPERIENCE	86486580	19-DEC-2014	5191677	25-APR-2017
Kansas City Steak Company, LLC	USA	CROWN FILET MIGNON	87147483	23-AUG-2016	5180636	11-APR-2017
Kansas City Steak Company, LLC	USA	TASTE MATTERS	87148180	23-AUG-2016	5171073	28-MAR-2017

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Kansas City Steak Company, LLC	USA	THE KANSAS CITY STEAK COMPANY	87018209			
Kansas City Steak Company, LLC	USA	THE KANSAS CITY STEAK COMPANY ESTABLISHED 1932	87018214	28-APR-2016		
National Beef Packing Company, LLC	USA	STEAKHOUSE FLAVOR FOR DINNER TONIGHT	86086804	09-OCT-2013	4786494	04-AUG-2015
National Beef Packing Company, LLC	USA	CASA SABROSA	86165022	14-JAN-2014		
National Beef Packing Company, LLC	USA	FOOD.EEZ	86477994	11-DEC-2014	4933576	05-APR-2016
National Beef Packing Company, LLC	USA	POWER UP	86538139	18-FEB-2015		
National Beef Packing Company, LLC	USA	FOOD.EEZ	86581396	30-MAR-2015	4947754	26-APR-2016
National Beef Packing Company, LLC	USA	POWER UP YOUR MEALS	86614426	29-APR-2015		
National Beef Packing Company, LLC	USA	POWER UP YOUR DAY	86614436	29-APR-2015		
National Beef Packing Company, LLC	USA	PREMIUM CRAFT	86880668	20-JAN-2016		
National Beef Packing Company, LLC	USA	NATURESOURCE NATURAL ANGUS BEEF	87210075	20-OCT-2016		

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
National Beef Packing Company, LLC	USA	FRESH-PACK'D	86216639	10-MAR-2014	4553680	17-JUN-2014
National Beef Packing Company, LLC	USA	FRESH-PACK'D	86216654	10-MAR-2014	4553681	17-JUN-2014
National Beef Packing Company, LLC	USA	POWER LEAN	86486593	19-DEC-2014		
National Carriers, Inc.	USA	NATIONAL CARRIERS	78285808	11-AUG-2003	2903325	16-NOV-2004
National Carriers, Inc.	USA	NCI	78285828	11-AUG-2003	2922792	01-FEB-2005
National Carriers, Inc.	USA	NCI	78285819	11-AUG-2003	2922791	01-FEB-2005
National Carriers, Inc.	USA	THE "ELITE" FLEET	75365739	30-SEP-1997	2178679	04-AUG-1998

SCHEDULE II
to
SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations/Applications Acquired After the Effective Date of the 2013 IP Security Agreement

Grantor	Country	Description	Filing Date	App. No.	Patent. No.	Issue Date
National Beef Packing Company, LLC	USA	Hide Routing Systems And Methods	05/15/2015	14714006	N/A	N/A
National Beef Packing Company, LLC	USA	Hide Sorting Systems And Methods	05/28/2015	14724547	9530162	12/27/2016
National Beef Packing Company, LLC	USA	Hide Customization Systems And Methods	05/28/2015	14724643	N/A	N/A
National Beef Packing Company, LLC	USA	Antimicrobial Packaging System	02/19/2016	15048830	N/A	N/A
National Beef Packing Company, LLC	USA	Hide Sorting Systems And Methods	12/26/2016	15390704	N/A	N/A

SCHEDULE III
to
SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

Other Intellectual Property Acquired After the Effective Date of the 2013 IP Security Agreement

None.