

9-8-98

REC

09-08-1998



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings 000

100811814

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

1. Name of conveying party(ies):

Cavanaugh Lakerview Farms, Ltd.

- Individual(s)
- General Partnership
- Corporation-State MI
- 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: April 16, 1998

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Collateral Agent

Internal Address:

Street Address: 500 W. Monroe St.

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- 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 Exhibit A

B. Trademark Registration No.(s)

See Exhibit 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:

09/10/1998 JSHABAZZ 00000006 1382538

01 FC:481 40.00 DP  
02 FC:482 125.00 DP

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

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 Brozeric  
Name of Person Signing

Kristin Brozeric  
Signature

8/15/98  
Date

Total number of pages including cover sheet, attachments, and document: 15

TRADEMARK

FILED: 1776 TRADEMARK 0945

Mail documents to be recorded with required cover sheet information to:

EXHIBIT A

TRADEMARKS

MARK	REGISTRATION NUMBER	APPLICATION NUMBER
Cavanaugh Lakeview Farms	1,382,538	
Cavanaugh Lakeview Farms Ltd. (Stylized)	1,447,766	
Chelsea Farm & Smokehouse	1,788,304	
Design (Chickens)	1,409,645	
Design (Three Chickens)	1,451,055	
Prime Poultry (and Design)	1,376,715	

**ASSIGNMENT FOR SECURITY OF PATENTS,  
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 16th day of April, 1998 by and between Cavanaugh Lakeview Farms, Ltd., a Michigan corporation ("Assignor"), and Heller Financial, Inc., a Delaware corporation, as Collateral Agent for certain Lenders ("Collateral Agent").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among Thorn Apple Valley, Inc. ("Borrower"), the parent of Assignor, the Lenders from time to time party thereto, Cooperative Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent and as a Lender, Heller Financial, Inc., as Collateral Agent, as Documentation Agent and as a Lender, and Harris Trust and Savings Bank, as Co-Agent and as a Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agents and Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, Assignor and certain other Subsidiaries of Borrower have entered into that certain Master Guaranty of Payment of even date herewith (the "Guaranty") in favor of Collateral Agent, for the benefit of Agents and Lenders, pursuant to which Assignor has guaranteed the obligations of Borrower under the Loan Agreement ("Borrower's Obligations"); and

WHEREAS, Assignor's obligations under the Guaranty ("Assignor's Obligations") are secured by a continuing security interest in certain of Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill, granted to Collateral Agent, for the benefit of Agents and Lenders, pursuant to a certain Master Security Agreement of even date herewith executed by Assignor and certain other Subsidiaries of Borrower (the "Security Agreement");

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, Assignor agrees as follows:

1. Incorporation of 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. Assignment for Security. To secure the complete and timely payment and satisfaction of (a) Borrower's Obligations and (b) Assignor's Obligations, Assignor hereby grants to Collateral Agent, for the benefit of Agents and Lenders, a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing 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 (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under 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 (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) 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 C attached hereto and made a part hereof and renewals thereof, license or other royalty agreement relating to any of the foregoing, including but not limited to those items listed on Schedule C, whether as licensor or licensee, 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 (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iv) all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Collateral Agent, for the benefit of Agents and Lenders, under this Assignment, Assignor hereby assigns, transfers and conveys to Collateral Agent, for the benefit of Agents and Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (iv) above to the extent necessary to enable Collateral Agent, for the benefit of Agents and Lenders, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Collateral Agent, for the benefit of Agents and Lenders, and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person by Collateral Agent, any other Agent or any Lender (except that if any Agent or any Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to Assignor's Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Assignor. Assignor shall provide Collateral Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights, trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

4. Effect on Loan Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agents and Lenders under the Loan Documents but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agents and Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, COLLATERAL AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Collateral Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT 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 ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT 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 ASSIGNMENT.

7. CONSENT TO JURISDICTION. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO COLLATERAL AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

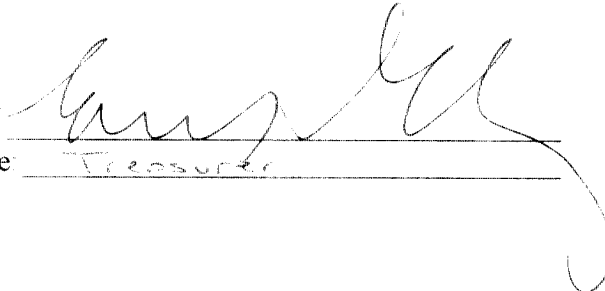
8. JURY TRIAL WAIVER. ASSIGNOR AND COLLATERAL AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE LOAN DOCUMENTS ASSIGNOR AND COLLATERAL AGENT EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE LOAN

AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND COLLATERAL AGENT HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

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

**CAVANAUGH LAKEVIEW FARMS, LTD.**

Address: 26999 Central Park Boulevard  
Suite 300  
Southfield, Michigan 48076

By:   
Title: Treasurer

Accepted and Agreed to:

HELLER FINANCIAL, INC.,  
as Collateral Agent  
500 West Monroe Street  
Chicago, Illinois 60661

By:   
Its: VP



STATE OF Michigan )  
 ) SS  
COUNTY OF Oakland )

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 16th of April, 1998 by Jean S. Slane, personally known to me to be the Treasurer of Cavanaugh Lakeview Farms, Ltd., a Michigan corporation, on behalf of such corporation.

Diane P. Wasilewski

Notary Public

My commission expires:

July 29, 2001

DIANE P. WASILEWSKI  
Notary Public, Macomb County, Michigan  
My Commission Expires July 29 2001

acting in Oakland County, MI

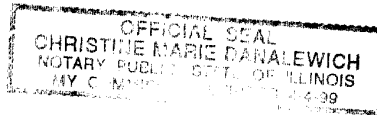
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 17<sup>th</sup> of April, 1998 by Ronald E. Little, personally known to me to be the Vice President of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.

Christine Marie Danalewich  
Notary Public

My commission expires:

4-17-99



**SCHEDULE A**  
**Assignment for Security of Patents, Trademarks and Copyrights**  
**CAVANAUGH LAKEVIEW FARMS, LTD.**

**Patents**

None.

**SCHEDULE B**  
**Assignment for Security of Patents, Trademarks and Copyrights**  
**CAVANAUGH LAKEVIEW FARMS, LTD.**

**Copyrights**

None.

**SCHEDULE C**  
**Assignment for Security of Patents, Trademarks and Copyrights**  
**CAVANAUGH LAKEVIEW FARMS, LTD.**

**Trademarks**

Cavanaugh Lakeview Farms  
Cavanaugh Lakeview Farms (Stylized)  
Chelsea Farm & Smokehouse  
Design (Chickens)  
Design (Three Chickens)  
Prime Poultry (and Design)

DET07/83779.1

RECORDED 09/08/1998

TRADEMARK  
REEL: 1776 FRAME: 0957