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101105680

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

1. Name of conveying party(ies):  
Southern Foods Group, L.P.  
3114 S. Haskell Avenue  
Dallas, TX 75223

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

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

2. Name and address of receiving party(ies):  
Name: The Chase Manhattan Bank, as Collateral Agent  
Internal Address: \_\_\_\_\_  
Street Address: 270 Park Avenue  
City: NY State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 13, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See attached schedules  
SCHEDULE

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anne H. Lewallen

Internal Address: CC Cravath, Swaine & Moore  
Worldwide Plaza

Street Address: 825 Eighth Avenue

City: NY State: NY ZIP: 10019

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41): \$ 640<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/28/1999 NGUYEN 00000267 133536

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 600.00 DP

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.

Anne H. Lewallen

Name of Person Signing

Anne H. Lewallen

Signature

5/13/99

Date

Total number of pages comprising cover sheet  
TRADEMARK

13

## TRADEMARKS IN WHICH SECURITY INTEREST SHOULD BE TERMINATED

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Goods</u>
BORDEN Corporate Logo	921,370 1	Fluid milk, skim milk, cream . . .
BORDEN (Corporate Logo) & Cow's Head (Elsie) Design	969,728 2	Cheese, fluid milk, yogurt, ice cream, candy, frozen confections, cheese dips, orange juice and condensed milk
BORDEN Logotype with Cow's Head	1,859,074 3	Cheese, cheese food and cheese food spread; cheese substitute; milk; chocolate milk; buttermilk; vegetable-based chocolate food beverage; eggnog; imitation eggnog; cottage cheese; sour cream; sour half-and-half; ready-made sour cream dips; whipping, light, heavy, table and coffee creams; non-dairy coffee creamer; whipped cream topping; half-and-half; yogurt; butter; and margarine
Design of Cow's Head (Elsie's Head with Flowers)	1,860,207 4	Cheese, cheese food and cheese food spread; cheese substitute; milk; chocolate milk; buttermilk; vegetable-based chocolate food beverage; eggnog; imitation eggnog; cottage cheese; sour cream; sour half-and-half; ready-made sour cream dips; whipping, light, heavy, table and coffee creams; non-dairy coffee creamer; whipped cream topping; half-and-half; yogurt; butter; and margarine; ice cream; sherbet; frozen yogurt; ice milk; frozen confections made from ice cream, and vegetable-based non-dairy ice cream substitutes
Design of Cow's Head - Elsie Design (Daisy)	397,158 5	Fluid milk
Design of Cow's Head - Elsie (Design Plus Oval)	405,706 6	Cottage cheese, butter, ice cream and fresh milk
Design of Cow's Head	529,468 7	Fluid milk, heavy cream, light cream, eggnog mix, ice cream, ice, a frozen confection comprising ice cream on a stick, evaporated milk, mince meat, dry milk, cheese, cheese spreads, malted milk, mix for making chocolate drinks, dog food meal, and nutritional foundations for poultry feed mashes containing select materials from fish, milk, and other natural source ingredients

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Goods</u>
Elsie Design	810,861	Ice cream 8
Elsie	1,857,137	9
Gail Borden Signature	1,689,184	Fluid milk 10
IF IT'S BORDEN, IT'S GOT TO BE GOOD	1,042,420	Milk and cheese 11
IF IT'S BORDEN, IT'S GOT TO BE GOOD	1,504,138	12
LADY BORDEN	572,693	Ice cream 13
LADY BORDEN & DESIGN	1,893,711	Ice cream 14
K KELMAC	1,771,591	15
EASY GOING	1,661,693	16
DAIRY LAND	(common law)	

## ADDITIONAL TRADEMARKS

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Goods</u>
BARBE'S	75/330,629	Dairy Products 17
BROWN'S VELVET DAIRY	75/330,373	Dairy Products 18
GLACIER CLUB	2,077,402	Ice Cream 19
MEADOW GOLD (Stylized Letters)	145,605	Ice Cream 20
MEADOW LIGHT	1,544,637	Calorie-reduced butter; and dairy spread, namely, lowfat butter spread 21
MINTERRIFIC	SN/75/243,254	Milk and Flavored milk 22
CHOCOLATE MIDNIGHT MADNESS	SN/75/243255	Ice Cream and Sherbert 23
MEADOW GOLD (Stylized Letters)	285,893	Ice Cream 24
MILK WAGON DESIGN	1,412,503	Cottage cheese, Yogurt, Milk, Gold Buttermilk, Sour Cream Dip, Whipping Cream in Aerosol Cans, Sherbet, Ice Cream, Frozen Confections on Sticks, Ice Cream and Ice Milk, Novelties on Sticks and in Codes, Orange Juice and Apple Juice. 25

AMENDMENT AND SUPPLEMENT NO. 1 dated as of May 13, 1999, to the Security Agreement dated as of September 4, 1997 (the "*Security Agreement*"), among SOUTHERN FOODS GROUP, L.P., a limited partnership organized under the laws of the State of Delaware (the "*Borrower*"), each Subsidiary that is a subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually, a "*Subsidiary Grantor*" and collectively, the "*Subsidiary Grantors*"; the Subsidiary Grantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to the Credit Agreement dated as of September 4, 1997 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Initial Borrower, the Borrower, the lenders from time to time party thereto (the "*Lenders*") and Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), as issuing bank (in such capacity, the "*Issuing Bank*") and as Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Security Agreement was recorded in the United States Patent and Trademark office on Reel 1632, Frame 0837 on September 16, 1997, as to certain trademarks.

D. Sections 4.02 and 4.13 of the Security Agreement require the Grantors to notify the Collateral Agent of (a) any adverse determination or development regarding any Grantor's ownership of any Intellectual Property, its rights to register the same, or to keep and maintain the same and (b) all Intellectual Property of any Grantor that has not been previously identified to the Collateral Agent. The Grantors have determined that they did not have the right to grant a security interest in certain Intellectual Property in which a security interest was granted pursuant to the Security Agreement. In addition, the Grantors have identified Intellectual Property not previously scheduled in the Security Agreement as set forth on the Schedules hereto. The undersigned Grantors are executing this Amendment and Supplement in accordance with the requirements of the Security Agreement in order to facilitate supplemental filings to be made by the Collateral Agent with the United States Copyright Office and the United States Patent and Trademark office.

Accordingly, the Collateral Agent and each of the Grantors agree as follows:

SECTION 1. Schedule II of the Security Agreement is hereby supplemented by the information set forth in Schedule 1 hereto. Schedule III of the Security Agreement is hereby supplemented by the information set forth in Schedule 2 hereto. Schedule V of the Security Agreement is hereby amended by deleting the information set forth in Schedule 3 hereto. Schedule V of the Security Agreement is hereby supplemented by the information set forth in Schedule 4 hereto.

SECTION 2. The Collateral Agent hereby releases all its right, title and interest in and to the trademarks described in Schedule 3 hereto.

SECTION 3. This Amendment and Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Amendment and Supplement shall become effective when the Collateral Agent shall have received counterparts of this Amendment and Supplement that, when taken together, bear the signatures of each of the Grantors and the Collateral Agent. Delivery of an executed signature page to this Amendment and Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Amendment and Supplement.

SECTION 4. Each of the Grantors hereby represents and warrants that the information set forth on Schedules 1, 2, 3 and 4 attached hereto is true and correct.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS AMENDMENT AND SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Amendment and Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. The Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Amendment and Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment and Supplement to the Security Agreement as of the day and year first above written.

SOUTHERN FOODS GROUP, L.P.,

by Patrick K. Ford  
Name: Patrick K. Ford  
Title: Chief Financial Officer

EACH OF THE SUBSIDIARY GRANTORS LISTED ON SCHEDULE I OF THE SECURITY AGREEMENT,

by Patrick K. Ford  
Name: Patrick K. Ford  
Title: Vice President

THE CHASE MANHATTAN BANK, as  
Collateral Agent,

by Gary L. Spevack  
Name:  
Title: **GARY L. SPEVACK  
VICE PRESIDENT  
THE CHASE MANHATTAN BANK**

[NYCorp;771684.6]

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## ADDITIONAL COPYRIGHTS

TITLE OF WORK	REGISTRATION #	TYPE OF MERCHANDISE
"Berries ... Borden's Half and Half ..."	133536	Half and Half
"Best Pie Never Baked"	KK 140217	Ice Cream Pie
"Better figure on BORDEN'S SKIM! says Elsie, the Borden Cow"	KK141066	Skim Milk
"Here's a case ... with a special frosting ... make them both ..."	KK 125122	Cream
"The way color will "Brighten Up" Television -- there's no such thing as a humdrum meal -- when Borden's cream is on the table - Borden's light cream - Borden's Half-and-Half"	KK 114894	Cream
"Do Open Before Christmas"	KK 92711	Egg Nog
"Want to grow up and be big and strong like your daddy?"	KK 171544	Homogenized Milk
"Borden's Dutch Chocolate Drink"	KK 90978	Milk
"A wonderful new treat from Borden's! - Borden's Dutch chocolate flavored drink - the finest imported Dutch cocoa gives it the most wonderful chocolate flavor! - It's rich with real milk nourishment!"	KK 115873	Milk
"Take a look at <u>this</u> score ... "	KK 120851	Milk
"Borden's Buttermilk is naturally cooling! says Elsie ..."	KK 136882	Buttermilk
"Borden's Big 4"	KK 88265	Milk
"Borden's Golden Vanilla Ice Cream! *** Brings Back *** Memories"	KK 192302	Ice Cream
"Borden's Butterscotch Pecan Ice Cream"	KK 127328	Ice Cream
"That's why more mothers give their children ... "	KK 138879	Milk
"It's a winning idea ... to 'Team Up' ...."	KK 121622	Milk
"New and pretty wonderful! Borden's sherbet-ice bouquet"	KK 140680	Sherbet
"Elsie's Milky Way"	B 440738	Milk



<b>TITLE OF WORK</b>	<b>REGISTRATION #</b>	<b>TYPE OF MERCHANDISE</b>
"Fresh as this morning's milk! - Borden's cottage cheese - make it the heart of your 'meatless meals'!"	KK 118783	Cottage Cheese
"Beautiful international stainless tableware with Borden's ..."	KK 121621	Cottage Cheese
"Cottage Cheese and Elsie-Head Daisy Design"	KK 88269	Cottage Cheese
"Borden's Alpine Spice Cottage Cheese***For Lent"	KK 178437	Cottage Cheese
"Ahoy! Time to enjoy a pretty "Dream Boat" Salad"	KK 98356	Cottage Cheese
"A bountiful, berry-full feast!"	KK 101666	Ice Cream
"... and that's why more mothers give their children ..."	KK 128016	Milk
"Sure-nuff peachy!"	KK 32450	Ice Cream
"Borden's creamed cottage cheese - pasteurized - ready to serve"	R 232301	Cottage Cheese
"The finest in the square"	KK 20916	Milk
"Grab a spoon and help yourself"	KK 42354	Ice Cream, Half-and-Half, Whipping Cream
"Make it easier for your customers -- and yourself!"	KK 98355	Cream
"Borden presents its finest - most delicious ice cream Lady Borden"	KK 37782	Ice Cream
"Everyone at Elsie's house ... wishes everyone at your house the happiest Christmas ever!"	KK 32451	Cottage Cheese
"Everybody's switching to Borden's Homogenized Milk"	KK 32452	Milk
"Start the day in high"	KK 20914	Buttermilk
"Borden's half-and-half gives you the best of everything"	KK 180104	Half-and-half
"This one milk gives you more richness in every drop!"	KK 24801	Milk
"April dandy - cream-full of candy"	KK 96234	Ice Cream
"Borden's milk ... the one to go on ..."	KK 176202	Milk

<b>TITLE OF WORK</b>	<b>REGISTRATION #</b>	<b>TYPE OF MERCHANDISE</b>
"Smart women use <u>all 3 kinds</u> of Borden's milk!"	KK 41894	Milk
"A perfect pick-up for that post-holiday feeling"	KK 20915	Milk
"Are you a top of the bottle robber?"	KK 20917	Milk
"Serve Borden's delicious egg nog -- non-alcoholic"	KK 59136	Egg Nog
"Portrait of a new and wonderful ice cream by Borden - Lady Borden Ice Cream"	KK 41898	Ice Cream
"Borden's Apple La Mode Ice Cream"	KK 115528	Ice Cream
"Borden's Cherry Vanilla Ice Cream is too good to miss ...!"	KK 122015	Ice Cream
"Borden's Chocolate Flavored Drink Mix" (2 quarts)	KK 184179	Milk
"Borden's Cottage Cheese with Pineapple"	KK 121623	Cottage Cheese
"Borden's Egg Nog is ready-mixed and ... My, doesn't it ..."	KK 122862	Egg Nog
"Oh! This is the Way to Start a New Day ..."	KK 98353	Half-and-half
"You never run out of fresh ideas ... meatless hamburgers ..."	KK 121618	Cottage Cheese
"Strawberries n'cream ice cream ..."	KK 158427	Ice Cream
"Special Sale"	KK 88267	Ice Cream
"Let's face it - we're not getting any younger! said Elsie ..."	KK 127329	Milk
"I know folks want to see our new twins said Elsie ..."	KK 122342	Milk
"You never run out of fresh ideas ... noodle casserole ..."	KK 121616	Cottage Cheese
"Progress - King-Size"	KK 81090	Milk
"You never run out of fresh ideas ... cottage cheese case ..."	KK 121617	Cottage Cheese
"Hola, amigos! She is marvelouso!"	KK 23862	Ice Cream

TITLE OF WORK	REGISTRATION #	TYPE OF MERCHANDISE
"Elsie's Here -- with a special ice cream and Cheese two grand recipes!"	KK 38111	Ice Cream, Cottage Cheese
"Look what Elsie's dreamed up for you!"	KK 38110	Cottage Cheese
"Skirocket Refreshing Milk Sherbet"	R 355676	Sherbet
"Borden's Chocolate Flavored Drink"	KK 305591	Milk
"Borden's Econ-O-Way Ice Cream"	KK 135032	Ice Cream

TITLE OF WORK	REGISTRATION #
"Why are women so much braver than men?"	KK 41896
"But Elmer, I didn't say it would make you live to 90!" said Elsie, the Borden Cow. "I don't need anything to help me live to 90," bellowed Elmer the Bull. "I have decided that I'm going to live to 105 without anything any help!"	KK 113614
"But Elmer, your painting of me will be in everyone's refrigerator!" said Elsie, the Borden cow."	KK 113710
"What happened in 1857? asked Elsie, the Borden cow ..."	KK 128678
"Are all husbands born bull-headed?"	KK 37771
"And I say, men are <u>worse</u> nagers than women!"	KK 47666
"Why <u>do</u> men keep business secrets from their wives?"	KK 41902
"A child isn't always fibbing when he doesn't tell the truth,"	KK 37777
"A good wife knows how <u>to stretch</u> a dollar!"	KK 97126
"But good manners never made a sissy of a boy!"	KK 41987
"A family on a budget eats better and I can prove it!"	KK 41981
"What's wrong with a woman marrying a younger man?"	KK 37779
"What's wrong with marrying on a shoestring?"	KK 26674
"There are right ways and wrong ways to scold a child, dear"	KK 20919
"But aren't men just as vain as women?"	KK 47671
"But darling, what's wrong with hiring a babysitter?"	KK 22034
"But dear, what's wrong with a woman for president?"	KK 22033
"Who said women can't keep secrets better than men?"	KK 59138

"Who should handle the money, husband or wife?"	KK 32456
"Just how frank should you be with a child?"	KK 37778
"Easy dear! Folks your age should watch their blood pressure!"	KK 37775
"But what's wrong with giving Cupid a little nudge?"	KK 59137
"Come on everybody - it's Elsie week"	KK 41901
"Do all husbands change after marriage?"	KK 22608
"Do college girls make better wives?"	KK 27333
"Do parents expect too much of their children?"	KK 20654
"Do you want the child to develop an inferiority complex?"	KK 26673
"Should a parent open a child's mail?"	KK 32460
"A child isn't bad just because he does naughty things"	KK 20655
"Should husbands and wives take separate vacations?"	KK 23863
"Are husbands more sentimental than wives?"	KK 47668
"Aren't husbands really more possessive than wives?"	KK 47668
"A child isn't necessarily stupid because he gets low marks!"	KK 32461
"How much should you help your in-laws?"	KK 32462
"I'm up to my horns in plans for our Second Hundred Years ..."	KK 129939
"It was written almost 100 years ago! Says Elsie ..."	KK 128017
"Aren't men really more extravagant than women?"	KK 47669
"How much do parents own their children?"	KK 32459
"How much allowance should a child get?"	KK 27334

1. Southern Foods Group, L.P. ("SFG") will be assigned Borden, Inc.'s and BDH Two, Inc.'s rights under preexisting trademark licenses for the "Borden" and "Elsie" trademarks with:

Affiliated Funding, Inc. (d/b/a Plains Dairy Products), May 1, 1997 through May 1, 2002  
Dean Foods Co., April 5, 1997 through April 5, 2001  
Reiter Dairy, Inc. (Dean Foods Co.), October 30, 1995 through October 29, 2000  
Country Fresh, Inc., January 1, 1991 through December 31, 1999 (with one year renewals)  
H.P. Hood, Inc., August 26, 1996 through August 25, 2005  
Rich Foods, Inc., May 31, 1996 through November 30, 1999  
Sunnydale Farms, Inc., July 1996 through December 31, 2001  
Turner Dairies, Inc., June 14, 1996 through June 13, 1999  
United Dairy, Inc., June 30, 1995 through June 29, 1999

2. SFG will be assigned Borden, Inc.'s interest in a patent license agreement between Borden, Inc. and Creamery Hollow, Inc., (the owner of the patent)

3. SFG will grant a trademark license to Borden Foods Corporation for sweetened condensed milk under the "Meadow Gold" trademark.

4. SFG will grant a trademark license to Borden Foods Corporation for ice cream under the "Eagle" trademark.