

RECORD  
TR

10-25-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings == =

To the Honorable Commissioner of Patents and

101496879

attached original documents or copy thereof.

1. Name of conveying party(ies):

Davisco Foods International, Inc.

- ☐ Individual(s)  
☐ General Partnership  
☒ Corporation-State MN  
☐ 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: August 31, 2000

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,  
as agent

Internal Address:

Street Address: 105 W. Madison

City: Chicago State: IL ZIP: 60602

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State New York  
☐ 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)

B. Trademark Registration No.(s)

2,292,247

Additional numbers attached? ☐ Yes ☒ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

10/18/2000 DBYRNE 00000078 2292247

DO NOT USE THIS SPACE

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40.00 OP

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.

Laura Konrath

Name of Person Signing

*L Konrath*  
Signature

9/20/00

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK  
REEL: 002160 FRAME: 0750

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of August 31, 2000, by DAVISCO FOODS INTERNATIONAL, INC., a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, a Second Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, and to induce Agent and Lenders to enter into the Credit Agreement and to make the Loans and incur Letter of Credit Obligations as provided for therein in accordance with the terms and conditions thereof, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

[signature page follows]

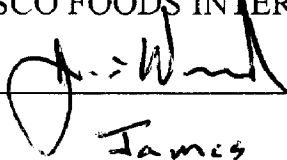
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DAVISCO FOODS INTERNATIONAL, INC.,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
James T. Ward  
LFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_

Title: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DAVISCO FOODS INTERNATIONAL, INC.,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Title: Duly Authorized Signatory

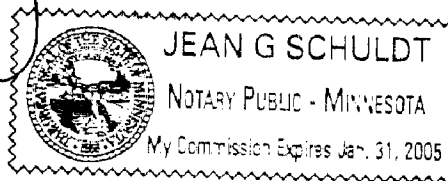
# ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )

On this 24 day of August, 2000 before me personally appeared James T. Ward, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Davisco Foods International, Inc., an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Notary Public



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Date</u></b>
BIPRO	2,292,247	11/16/99

**TRADEMARK APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Date</u></b>
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# WINSTON & STRAWN

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75116 PARIS, FRANCE

1400 L STREET, N.W.  
WASHINGTON, D.C. 20005-3502

September 7, 2000

**CERTIFIED MAIL/R.R.R.**

Commissioner of Patent and Trademarks  
Box Assignments  
Washington, D.C. 20231  
Attn: Trademark Assignment Department

**Re: General Electric Capital Corporation/Davisco Foods**

Dear Commissioner:

Enclosed is a Trademark Security Agreement together with a check in the amount of \$40.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

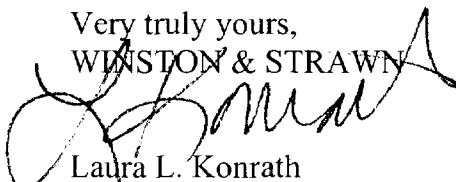
Laura L. Konrath  
WINSTON & STRAWN  
35 W. Wacker Drive  
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,

WINSTON & STRAWN



Laura L. Konrath  
Senior Legal Assistant

LLK:kaj  
Enclosures

RECORDED: 09/25/2000

TRADEMARK  
REEL: 002160 FRAME: 0757