

01-12-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
Jan. 11 1997

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01 11 97

Name **W.E. LONG CO. - INDEPENDENT BANKER'S COOPERATIVE, THE**

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Illinois**

Receiving Party

Mark if additional names of receiving parties attached

Name **HOLSUM BAKERS OF PUERTO RICO**

DBA/AKATA _____

Composed of _____

Address (line 1) **P.R. Road # 2, Kil. 20.1**

Address (line 2) **Barrio Candelaria**

Address (line 3) **Toa Baja** **Puerto Rico** **00750-8282**
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other **Division of Seabord Corporation**

Citizenship/State of Incorporation/Organization **Delaware**

01/12/2001 AMWED1 00000120 1926775

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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TRADEMARK
REEL: 002210 FRAME: 0850

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

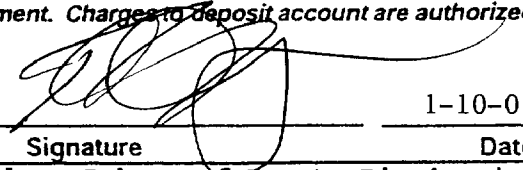
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Ramón Calderón, President of Holsum



1-10-01

Name of Person Signing

Signature

Date Signed

de Puerto Rico, Inc., (as successor of Holsum Bakers of Puerto Rico's rights in the License Agreement.

LICENSE AGREEMENT

AGREEMENT made as of the 11th day of January, 1997, between THE W.E. LONG CO. - INDEPENDENT BAKERS' COOPERATIVE, 300 West Washington Street, Chicago, Illinois 60606, herein called "LONG", and HOLSUM BAKERS OF PUERTO RICO, having a principal place of business at P.R. Road #2, Kil. 20.1 Barrio Candelaria, Toa Baja, PR 00759-8282, herein called "LICENSEE".

WHEREAS, LONG is the owner of the trademark Holsum (the "Mark") in the Territory described herein including state registrations of the Mark in Puerto Rico and derivatives thereof;

WHEREAS, LONG is the owner of certain Packaging Rights, including copyrights in and trademark and/or trade dress rights in bags or wrapper designs or other packaging for bakery products as identified and displayed in Exhibit A attached hereto and forming a part hereof;

WHEREAS, LICENSEE is an established commercial baker, and a member of Long, engaged in the business of making, distributing and selling bakery products, and is desirous of securing from LONG a license to use said Mark and said Packaging Rights within the Territory set forth in Exhibit B which is attached to and forms a part of this Agreement, (hereinafter called the "Territory".)

WHEREAS, the protection of the licensed Territory provided herein is necessary to the further expansion of the cooperative's membership and output, to the elimination of uneconomic and harmful "free riding," and to strengthen the ability of LICENSEE to compete with distributors of products sold under other trademarks;

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NOW THEREFORE, for and in consideration of the promises and the mutual undertakings and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. GRANT OF LICENSE

1.1 LONG grants to LICENSEE, upon the terms and conditions set forth herein, the exclusive right and an exclusive license to use said Mark and said Packaging Rights within said Territory on and in connection with bakery products sold by LICENSEE. LICENSEE shall have no right to use the Mark or Packaging Rights outside the Territory without further written license from LONG, nor shall LICENSEE sell bakery products bearing said Mark or said Packaging rights to purchasers located outside the Territory, or to purchasers located within the Territory for resale outside the Territory.

1.2 LICENSEE agrees that said Mark and said Packaging Rights shall be used only on bakery products manufactured by LICENSEE within LICENSEE's bakeries with LICENSEE's own equipment and by LICENSEE's own personnel.

1.3 LICENSEE shall use its best efforts to market and distribute bakery products bearing said Mark and said Packaging Rights throughout the Territory and to keep such products continuously and daily commercially active throughout the Territory.

1.4 LICENSEE acknowledges the validity of said Mark and said Packaging Rights, including all copyright rights and trademark and/or trade dress rights therein, and the sole and exclusive ownership thereof by LONG. LICENSEE agrees that it will not dispute the right of LONG to use and/or license others to use said Mark and/or said Packaging Rights, both during the period of this Agreement and thereafter. LICENSEE agrees that its use of said Mark and said Packaging Rights shall inure exclusively to the benefit of LONG.

1.5 LICENSEE shall not use said Mark or said Packaging Rights or any component of either as part of or in connection with a company or trade name, or in combination with any other trademark, word, symbol, letter or design, or in any manner so as to dilute or adversely affect LONG's proprietary rights. LICENSEE shall not use any company name, trade name or any other trademark on any packaging bearing said Mark or including said Packaging Rights unless approved in writing by LONG.

1.6 LICENSEE may use said Mark in connection with package designs other than those covered by said Packaging Rights, but only in the Licensed Territory subject to the conditions set forth hereinafter. However, LICENSEE shall not use said Packaging Rights in connection with any trademark other than said Mark except with the written permission of Long.

1.7 LICENSEE shall give notice, in the form prescribed by LONG from time to time, in all advertising and packaging, that said Mark and said Packaging Rights are the property of LONG, and are used by LICENSEE under license from LONG.

1.8 LONG shall not license the use of the Mark and the Packaging Rights on bakery products within all or any part of the Territory to any other party during the term of this Agreement.

2. LICENSING COMMITTEE

2.1 For the purpose of administering the License Agreement, Long has established a Licensing Committee, "The Committee". The Committee shall review all matters under the terms of this License and shall also make decisions relating to the terms of this License when necessary and as provided for in this License.

2.2 In addition, the Committee shall review and act as the arbitrator on all disputes arising under the terms of the License, including but not limited to territory, production quality and maintenance of standards, maintenance of the product in the territory and other items the subject of this Agreement. The Licensee hereby agrees to and will accept the Committee as a fair and impartial arbitrator of all such disputes and will abide by the Committee's final decision on all such matters.

3. NATURE OF GOODS AND CONTROL OF QUALITY

3.1 LICENSEE shall maintain its bakeries, warehouses, trucks and all equipment used in the manufacture, sale or distribution of bakery products under this Agreement in good order, operating condition and repair, and in a thoroughly clean and sanitary condition and in compliance with all applicable laws and regulations. Licensee's production of the product shall be only in plants that are members of Long. Such producing plants are listed in Exhibit C attached hereto by name and location. Should Licensee desire to use a plant not a member of Long for the production of any product bearing the Holsum label or wrapper, the Licensee shall so advise Long and Long, subject to the approval of the Committee, shall cause a production licensee agreement to be entered into between such plant and Long. No production may commence at the plant until a license agreement is executed with Long.

3.2 All bakery products bearing said Mark and said Packaging Rights shall be of the highest quality, in good merchantable condition, meeting all specifications and quality standards set by LONG and all applicable food and packaging laws, ordinances and regulations. LICENSEE shall market only premium quality bakery products under this License and shall not use said Mark or said Packaging Rights on a secondary or "loss leader" line of products, unless

determined by the Committee, or engage in marketing practices that would be unlawful or would detract from said Mark or said Packaging Rights or from LONG's goodwill and reputation.

3.3 At least two times each calendar year, on January 15 and July 15 of each year during the life of this Agreement, LICENSEE shall send to LONG two (2) random samples of each bakery product of each formula produced by LICENSEE hereunder, and two samples of each different package in then current use by LICENSEE. In addition, LICENSEE shall supply LONG with such product and packaging when requested by LONG at other times should LONG have reason to believe testing or inspection is required. LONG shall subject such product to its standard testing and analysis for ingredients, quality, appearance and taste, and uniformity with the products of other licensees. LICENSEE shall pay to LONG its usual laboratory fee for making said tests, together with shipping charges. In addition, at LONG's discretion, such tests may include at LICENSEE's further expense, an assay for nutrition information to be included upon packaging for each LICENSEE. LICENSEE shall at all times maintain a bread score of at least 92 for its baking products, and shall follow all recommendations of LONG relative to obtaining and maintaining said score and meeting the requirements of LONG relative to packaging and copy thereon.

3.4 LICENSEE agrees that immediately upon receipt of written notice from LONG, it will remove from the market and discontinue production, sale and distribution hereunder of any product found by LONG to be of substandard quality or uniformity, until such product meets LONG's quality standards and LONG in writing authorizes further production, distribution and sale. LICENSEE likewise agrees to remove any product having packaging found by a government agency to be unlawful or found by LONG not to comply with this Agreement.

3.5 Chronic inability of the LICENSEE to maintain product quality and standard uniformity above the minimum tolerance levels established by LONG will be sufficient grounds for the Committee to recommend termination of this Agreement.

3.6 LONG shall have the right, at all reasonable times, to inspect LICENSEE's operations, its production, warehouses and delivery facilities and procedures, ingredients, packaging materials and advertising, and to test and score its bakery products, to insure compliance with the foregoing requirements. In addition, LONG shall have the right, at least twice annually, to conduct unannounced inspections of LICENSEE's operations, products and facilities to insure compliance with applicable health and safety laws and product quality standards. Such inspections may be conducted more than twice in any given year where LONG, in its reasonable discretion and based on LICENSEE's previous record, existing violations or information, believes they are warranted.

4. PACKAGING AND ADVERTISING

4.1 LICENSEE shall comply with the advertising and promotional policies as promulgated by LONG from time to time with the approval of the Committee relative to the marketing of bakery products under said Mark and said Packaging Rights. LONG may, from time to time, as requested by the licensees or as directed by the committee, produce advertising and promotional programs for said Mark or said Packaging Rights for use by all licensees of LONG. In such event, LONG shall have the right to assess all licensees for the costs of such programs and the Committee shall determine the method and amount of such assessments.

4.2 LICENSEE shall not make any changes in, modifications of or additions to the physical construction, appearance, printed design or color, ingredient and nutritional data or

copy on any advertising bearing the Mark or the Packaging Rights or on any packaging included in said Packaging Rights without the written approval of LONG.

4.3 In order to assure consistency and quality in the products and their advertising and to promote the fame of the Mark and the Packaging Rights and the corresponding benefits to the parties, LONG grants to LICENSEE the right to, and LICENSEE hereby agrees to become, unless it presently is, a member of Long - I.B.C. under and subject to the Membership Patronage Agreement and Bylaws of LONG in accordance with and subject to all of the terms and conditions of this Agreement, and such amendments, modifications and/or changes as may from time to time be made by LONG in and to this Agreement.

4.4 In order to assure consistent appearance, proper quality and dependable delivery, LICENSEE shall initiate and place all orders for all packaging bearing said Mark or including said Packaging Rights through LONG. LICENSEE shall not place or initiate any orders for such packaging directly with suppliers. LICENSEE may also order other wares and materials from LONG. If LICENSEE is able to secure packaging from an alternate source at a lower cost to than that available through LONG, LICENSEE may so advise LONG. If said source, upon investigation by and in the discretion of LONG, which discretion will be reasonably exercised, proves able to produce packaging satisfactory in appearance, quality and delivery to LONG, and is willing to be licensed by LONG, LONG shall approve and license said alternate source for the sale of such packaging to LICENSEE. All orders placed with any licensed and approved alternate source shall be placed through LONG. LONG shall be entitled to a ~~five percent (5%)~~ *two and one half (2 1/2%)* brokerage commission on all orders of packaging bearing the Mark or the Packaging Rights. *130*

4.5 LICENSEE shall not use any advertising or promotional material on or in connection with said Mark and/or said Packaging Rights other than that approved by LONG, nor

use or make any change in said advertising or promotional material or in bags or wrappers bearing said Mark or including said Packaging Rights, or their appearance or designs.

4.6 In the event this Agreement is terminated, or LICENSEE withdraws from or is terminated from membership in LONG, LICENSEE shall immediately lose all rights granted herein and LICENSEE shall forthwith cease to use: any advertising, promotional or packaging materials bearing any of said Packaging Rights and/or said Mark. LICENSEE shall not thereafter adopt or use any marks, names, color combinations or packaging which are substantially similar to or colorable imitations of said Mark or said Packaging Rights, either alone or in combination with any other words, symbols or designs.

4.7 LICENSEE shall not, without LONG's written permission, use any trademark, tradename, symbols or designs in connection with the marketing and sale of bakery products under this Agreement, except said Mark and said Packaging Rights.

5. FEES

5.1 LICENSEE shall pay to LONG a Base License Fee as determined by LONG from time to time for each year this Agreement is in effect. Said Base License Fee shall be paid upon execution of this Agreement and in advance each year thereafter. The Base License Fee will be calculated, in part, on actual or potential bag usage and may be changed by LONG on an annual basis.

5.2 LICENSEE shall pay to LONG or its designee, upon invoice, Advertising Assessments for any licensee Program advertising referred to in Article 4 above should the Committee decide to have LONG produce such a program. Such fees will be determined by the Committee and approved by the Board of Directors from time to time as required.

5.3 LICENSEE shall pay to LONG a Membership Fee based on its particular type or Class of membership, as set forth in the Membership Patronage Agreement between LONG and LICENSEE.

6. TERMINATION

6.1 LONG may unilaterally terminate this Agreement and all rights of LICENSEE hereunder, by written notice sent by United States registered or certified mail to LICENSEE at the address below and stating reasons for termination, if LICENSEE:

- (a) Fails to commence production, sales, distribution or advertising and promotion of products under the Mark and the Packaging Rights in the Territory within ninety (90) days from the date hereof.
- (b) Defaults in or breaches its duties hereunder, including, but not limited to those duties set forth in Articles 1, 2, 3, 4 and 5 above, and fails to cure such default or breach on or prior to the end of thirty (30) days from the date of written notice from LONG to LICENSEE.
- (c) Becomes subject to any voluntary or involuntary bankruptcy, winding up, dissolution or closure by government authority, and any such proceedings or actions are not dismissed or otherwise terminated within sixty (60) days.
- (d) Makes or attempts to make any assignment or special agreement for the benefit of its creditors.
- (e) Has its membership in the LONG Cooperative under the Membership Patronage Agreement terminated for any reason. Upon the effective date of said withdrawal, all rights of LICENSEE to use the Mark and/or the Packaging Rights

shall automatically and immediately terminate without further Notice from LONG.

- (f) Fails to pay fees or to continuously use the Mark or the Packaging Rights throughout the Territory.
- (g) Except as provided in Article 15.3 herein, makes or attempts to make any assignment of its License or privileges thereunder or becomes subject to merger, consolidation or change of ownership.

Upon termination, LICENSEE's right to use the Mark or the Packaging Rights shall immediately cease. LONG's right to terminate shall be in addition to any other rights and remedies LONG may have upon occurrence of the events constituting a breach or default hereunder.

7. TERM

7.1 Unless sooner terminated as provided for in Article 6 above, or by any other agreement between the parties, this Agreement shall continue in force beginning with the date hereof and running until mutually terminated by the parties.

8. INDEMNIFICATION; PRODUCT RECALL

8.1 LICENSEE shall defend, indemnify and hold LONG harmless from all losses, liabilities, claims, demands, fines, damages, actions and causes of action of every kind and nature, including legal fees, attorneys fees and all expenses in connection therewith, arising out of LICENSEE's operations under this Agreement, or generally.

8.2 If, in LONG's opinion, it becomes necessary to recall any product made by or for LICENSEE and bearing the Mark and Packaging Rights licensed hereunder, LICENSEE

shall act immediately, at LONG's request or at the request of any government agency, to effect said recall and shall bear all expenses and liability associated therewith.

9. INSURANCE

9.1 LICENSEE shall maintain public and product liability insurance with a responsible company or companies acceptable to LONG in the amount of at least One Million Dollars (\$1,000,000), naming both LICENSEE and LONG as insureds. LICENSEE shall submit to LONG a copy of such insurance policy or policies, or an acceptable certificate of insurance, within 30 days of execution of this Agreement, and within 30 days of securing a renewal or replacement of such insurance.

10. PRODUCTION START-UP

10.1 As a part of the application for license, the licensee shall submit to the committee in writing, a marketing plan and program for the territory in which the license is requested.

10.2 LICENSEE will commence production within ninety (90) days from the date hereof. Product sale, distribution and advertising and sales promotion are the essence of this Agreement and failure to commence on time shall be grounds for termination as set forth in Article 6(a) above. Shipment or sale or packaging or other related material by LICENSOR to LICENSEE shall not be construed to revive or renew this Agreement. Delay beyond commencement time shown here will require written authorization by LONG.

10.3 Notwithstanding any provisions herein to the contrary, if at anytime during this Agreement, beginning (90) ninety days from the date hereof, LICENSEE is unable or fails to sell or distribute product, or conduct advertising and sales promotion activities under the Mark

and said Packaging Rights, throughout all of the Territory described in Exhibit B, LICENSEE shall advise the Committee in writing of those specific parts of the Territory in which it is not then using the Mark. Upon notification to the Committee by the Licensee that it is unable or failing to distribute the product or conduct advertising and sales promotion, the Committee in its sole discretion may consider and approve revisions in the marketing plan and program and may extend the (90) ninety day period referred to in Section 10.2 for an additional period of time. During any time extension granted by the Committee, the Licensee shall begin bonafide commercial use of the Mark and Packaging Rights in the entire territory or in those parts in which it has not begun commercial use. Should Licensee fail to notify LONG of such areas of non-use or fail to begin use of the Mark within such period of the time, Licensee's rights to use the Mark in such parts of the Territory under this License Agreement may be immediately terminated by LONG upon written notice and LONG shall be free to license someone else to use the Mark in only such parts of the Territory.

11. NOTICES

11.1. Notices required hereunder shall be sent by registered or certified mail to each party of the address stated, below: unless a different address shall have been given in writing by either of the parties hereto to the other, in which event such notice shall be sent to the respective address last specified.

TO LICENSEE: Holsum Bakers of Puerto Rico
 Attention: President
 P.R. Road #2
 Kil. 20.1 Barrio Candelaria
 Toa Baja, PR 00759-8282

TO LONG: The W.E. Long Company - I.B.C.
 Attention: President
 300 West Washington
 Chicago, Illinois 60606

12. NON-WAIVER OF RIGHTS

12.1 Termination of this Agreement in any manner shall not affect or impair any liabilities incurred by either party prior to the date of such termination. The failure of either party to insist upon full compliance with any terms hereof or to exercise any rights hereunder in one or more instances shall not affect its right to insist upon full compliance or to exercise such right thereafter.

13. MODIFICATION

13.1 LONG reserves the right, from time to time, to amend, modify and/or change its requirements relative to the use and enjoyment of said Mark and said Packaging Rights, and such modifications shall apply as though originally set forth therein; provided that, said amendments, modifications and/or changes shall apply uniformly to all LICENSEES. LONG further reserves the right to amend, modify and/or rescind its specifications, quality standards, advertising and promotional programs, said Mark and said Packaging Rights at any time. Notice shall be given to LICENSEE of all such modifications.

14. OTHER AGREEMENTS

14.1. This Agreement is subject to the provisions of the W.E. LONG COMPANY - I.B.C. Membership Patronage Agreement and the By-Laws of the Cooperative.

15. GOVERNING LAW, SEVERABILITY, MISCELLANEOUS

15.1. This Agreement has been negotiated in and is made in Illinois and is to be governed by the laws of the State of Illinois. LICENSEE agrees that any disputes arising under this Agreement shall be subject to adjudication in Chicago, Illinois. Any provisions of this Agreement which may be illegal, invalid or unenforceable shall be ineffective to the extent of

such illegality, invalidity and unenforceability, but the remaining provisions shall continue in full force and effect.

15.2. Nothing in this Agreement shall be deemed or construed as constituting either party the agent, servant or legal representative of the other.

15.3. This Agreement may not be sublicensed by LICENSEE, nor may there be any delegation or subrogation of LICENSEE's rights and duties hereunder by operation of law or otherwise, without the prior written consent of LONG. This Agreement may not be assigned by LICENSEE, except upon the sale of substantially the entire assets or stock of LICENSEE's business and subject to LONG's approval, which shall not be unreasonably withheld.

15.4. This Agreement expresses the full understanding of the parties in respect of said Marks and said Packaging Rights. It may be modified only in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed and delivered by their duly authorized officers this Agreement as of day and year first above written.

THE W.E. LONG CO. - INDEPENDENT
BAKERS' COOPERATIVE (LONG)

By: Bernard Forrest
Name

Title: President

Date: January 11, 1997

Witness: Marcia
Name

HOLSUM BAKERS OF PUERTO RICO
(LICENSEE)

By: Ramón Calderón
Name

Title: President

Date: January 11, 1997

Witness: Jan Forrest
Name

EXHIBIT A

LICENSED PACKAGING RIGHTS DISPLAYED
BY PACKAGING SPECIMENS

EXHIBIT B

TERRITORY

U.S. VIRGIN ISLANDS
BRITISH VIRGIN ISLANDS
ST. MAARTEN
ANTIGUA
ST. KITTS
SABA
ST. BARS
HAITI
CUBA
DOMINICAN REPUBLIC
PUERTO RICO

[Handwritten signature]
6/3/97

[Handwritten signature]
6-3-97

EXHIBIT C

PRODUCTION PLANTS

HOLSUM BAKERS OF PUERTO RICO
TOA BAJA, PUERTO RICO