

03-12-2001



101632232

### 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

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

03/13/2001  
01 FC:481

00000032 501125 1221950

FOR OFFICE USE ONLY

40E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document, gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002247 FRAME: 0936

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1221950"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Elizabeth Burns

Name of Person Signing

Elizabeth Burns

Signature

3.20.2000

Date Signed

## TRADEMARK SECURITY AGREEMENT

WHEREAS, each of the entities listed on the signature pages to this Agreement under the heading "Grantors" (each, a "Grantor" and, collectively, "Grantors"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, NORTHLAND FROZEN FOODS, INC., a Maine corporation ("Borrower"), and Heller Financial, Inc. ("Agent") are parties to a Credit Agreement dated as of November 19, 1999 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that may from time to time become parties thereto as Lenders; and

WHEREAS, pursuant to the terms of the Guaranties dated as of even date herewith (as the same may be amended and in effect from time to time, the "Guaranties"), each Grantor, which is a wholly-owned subsidiary of Borrower, agreed to guaranty the indebtedness and obligations of Borrower to Agent and Lenders and pursuant to the terms of the Security Agreement dated as of even date herewith (as the same may be amended and in effect from time to time, the "Security Agreement") among Grantors and Agent (in such capacity, "Grantee"), each Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Guaranties;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 19<sup>th</sup> day of November, 1999.

**SUN-GLO OF IDAHO, INC.,**  
an Idaho corporation, as a Debtor

By: Eric D. Bonnum  
Title: VICE PRESIDENT

**NORSUN FOOD GROUP, LLC,** a Delaware  
limited liability company, as a Debtor

By: Eric D. Bonnum  
Its Managing Member

Acknowledged:

**HELLER FINANCIAL, INC.,** a  
Delaware corporation, as Agent

By: Kingfield  
Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF New York  
COUNTY OF New York ss.

On the 19<sup>th</sup> day of November, 1999 before me personally appeared Eric D. Boomer, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as V.P. of SUN-GLO OF IDAHO, INC., who being by me duly sworn, did depose and say that he/she is V.P. of SUN-GLO OF IDAHO, INC., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

{Seal}

My commission expires: \_\_\_\_\_

APRIL BLANSHAFT  
Notary Public, State of New York  
No. 01815030907  
Qualified in Nassau County  
Commission Expires July 25, 2001

ACKNOWLEDGEMENT

STATE OF New York  
COUNTY OF New York ss.

On the 19<sup>th</sup> day of November 1999 before me personally appeared Eric D. Boomer, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Managing member of NORSUN FOOD GROUP, LLC, who being by me duly sworn, did depose and say that he/she is Managing member of NORSUN FOOD GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; that he/she knows the seal of said limited liability company; that the seal affixed to said instrument is such limited liability company seal; that the said instrument was signed and sealed on behalf of said limited liability company by order of its managing members or officers; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]  
Notary Public

{Seal}  
My commission expires: \_\_\_\_\_

APRIL BLANSCHAFT  
Notary Public, State of New York  
No. 01316030907  
Qualified in Nassau County  
Commission Expires July 25, 2000

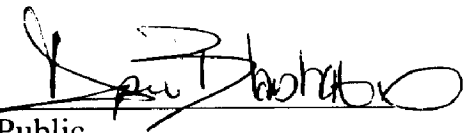
ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK )

*Jerry R. Blood* On the 19<sup>th</sup> day of November, 1999 before me personally appeared ~~Jerry R. Blood~~, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Assistant V.P. of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is Assistant V.P. of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{Seal}

My commission expires: \_\_\_\_\_

APRIL BLANSHAFT  
Notary Public, State of New York  
No. 01815090907  
Qualified in Nassau County  
Commission Expires July 25, 2000

TRADEMARKS

Sun-Glo of Idaho, Inc.

FEDERAL

<u>Mark</u>	<u>Reg. No.</u>
DESIGN ONLY (Sun-Glo LOGO)	1221950

STATE

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>
SUN SUPREME	Idaho	12866

Norsun Food Group, LLC

There are no federal trademark registrations or  
pending applications therefor owned by the company