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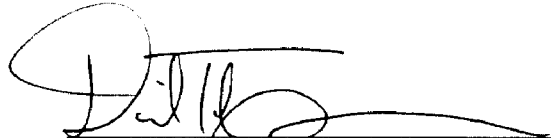
**TO THE COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENTS  
WASHINGTON, DC 20231**

Re: Registration Number: 2432966

1. The document ID number is 101678865.
2. The name of the party conveying the interest is:  
  
Shiloh Foods, Inc.  
575 Industrial Drive  
Savannah, TN 38372
3. The name and address of the party receiving the interest is:  
  
Bank of America, N.A., successor to  
NationsBank, N.A., successor to  
NationsBank of Tennessee, N.A.  
6060 Poplar Avenue, Suite 400  
Memphis, TN 38119
4. The nature of conveyance is: Trademark Security Agreement
5. The trademark number against which the Trademark Security Agreement is to be filed is:  
  
Trademark Registration Number 2432966
6. The trademark is more particularly described on Exhibit A attached hereto. The date of filing for the trademark is July 12, 1999.
7. The name and address of the party to whom correspondence concerning the request to record the document should be mailed is:  
  
Neal & Harwell, PLC  
150 Fourth Avenue, North, Suite 2000  
Nashville, TN 37219-4298  
Attn: David G. Thompson
8. There is (1) registration identified in this cover sheet and the fee for recording the Trademark Security Agreement is \$40.00, and such fee was enclosed with the original submission of the Security Agreement by letter dated April 5, 2001. See attached letter from Lazena Martin dated June 20, 2001.

**TRADEMARK  
REEL: 2333 FRAME: 0095**

9. The Trademark Security Agreement that gave rise to the interest being granted in the above-referenced trademark was executed by Shiloh Foods, Inc. on March 31, 2001.
10. The assignee of the trademark is domiciled in the United States.
11. To the best of the undersigned's knowledge and belief, the information contained in this cover sheet is true and correct and any copy submitted is a true copy of the original document.



David G. Thompson, Esq.

Neal & Harwell, PLC  
150 Fourth Avenue, North, Suite 2000  
Nashville, TN 37219-4298  
(615) 244-1713



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into this 31st day of March, 2001 ("Agreement"), by **SHILOH FOODS, INC.**, a Tennessee corporation ("Company") whose address is 575 Industrial Drive Savannah, Tennessee 38372, in favor of **BANK OF AMERICA, N.A.**, successor to NationsBank, N.A., successor to NationsBank of Tennessee, N.A., a national banking association ("Bank"), whose address is 6060 Poplar Avenue, Suite 400, Memphis, Tennessee 38119.

### WITNESSETH:

**WHEREAS**, the Bank and Company are parties to that certain loan agreements (the "Loan Agreements") pursuant to which the Bank has extended credit to the Company and as security therefore has obtained a security interest in substantially all of the assets of the Company;

**WHEREAS**, in connection with certain modifications to the various agreements between Bank and Company, Company has agreed to grant to the Bank all of the issued and outstanding rights regarding the Company's interest in certain United States and foreign trademarks;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the respective meanings set forth below; and unless the context otherwise requires, capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Security Agreement.

1.1 "Intellectual Property Collateral" shall mean all of the property and interests in property described in Section 1.1 hereof which shall, from time to time, secure any of the Secured Obligations.

1.2 "Secured Obligations" shall mean all of the Company's indebtedness, obligations and liabilities of any kind of the Company to the Bank now or hereafter existing, direct or indirect, absolute or contingent, joint or several, secured or unsecured, arising by operation of law or otherwise, whether incurred by the Company as principal, surety, endorser or guarantor, combination party or otherwise and all renewals, extensions or rearrangements of any of the above, together with all costs incurred by Bank to obtain, preserve, perfect and enforce this Agreement and maintain, preserve, collect and realize upon the Intellectual Property Collateral.

1.3 “Trademarks” shall mean all of the Company’s right, title and interest, in the United States and throughout the world, in and to all of its now owned and hereafter acquired trademarks, service marks, trade dress and trade names, and all registrations and applications to register the same, and all renewals thereof, and the goodwill and business relating to such applications including, but not limited to, the trademarks set forth on attached **Exhibit A**.

1.4 “Trade Secrets” shall mean all of the Company’s right, title and interest, in the United States and throughout the world, in and to all of its now possessed and hereafter possessed trade secrets.

2. Intellectual Property Collateral: General Terms.

2.1 Security Interest. To secure the prompt payment of the Secured Obligations, the Company hereby grants to the Bank for the benefit of the Bank a continuing security interest in and to all of the following property and interests in property of the Company, whether now owned or existing, hereafter acquired or arising, or in which the Company now or hereafter has any rights, including without limitation any such property used in or useful to the business or its operation, and wheresoever located:

(A) Trademarks; and

(B) All of the Company’s right, title and interest in and to all (i) income, royalties, damages and payments now and hereafter due and/or payable under all Trademarks, and (ii) rights during the term of this Agreement to sue, collect and retain for its own benefit damages and payments for past or future infringements of the Trademarks.

3. Trademark Copyright Representation and Warranty. To the best of the Company’s knowledge, information and belief, all Intellectual Property Collateral consisting of applications for registrations of trademarks, service marks, trade dress and trade names, and copyrights have been duly and properly filed and all Intellectual Property Collateral consisting of registrations of trademarks (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) have been duly and properly filed and issued (other than pending applications) and are valid and enforceable.

4. Execute Addenda. Promptly upon the filing of any application for registration of a trademark or copyright (other than an application made solely for state trademark registration) and upon the issuance of any trademark or copyright registration, it shall, unless the Bank agrees otherwise in writing, execute an addendum to this Agreement reflecting such application and subsequent registration.

5. Bank’s Rights and Remedies. If any Default shall occur hereunder or under the Loan Agreements, then Bank may exercise those rights and remedies set forth in the Loan Agreements and/or any rights and remedies available to a secured creditor under the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

Bank:

Company:

**BANK OF AMERICA, N.A., successor to  
NATIONSBANK, N.A., successor to  
NATIONSBANK OF TENNESSEE, N.A.**

**SHILOH FOODS, INC.**

By: Phyllis H Menendez  
Its: Senior Vice President

By: T. J. Aggs  
Its: President

STATE OF TENNESSEE )

COUNTY OF Shelby

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Phyllis Menendez, with whom I am personally acquainted, and who, upon oath, acknowledged her self to be the Senior Vice President of **Bank of America, N.A.**, successor to NationsBank, N.A., successor to NationsBank of Tennessee, N.A., a national banking association, the within named bargainer and that she as such Senior Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Bank of America, N.A.** by her self as Senior vice president

Witness my hand and seal at office in Memphis, Tennessee, this 4th day of April, 2001.

Marcy H Tracy  
Notary Public

MY COMMISSION EXPIRES JULY 3, 2002

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF Hardin )

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared T. J. Biggs, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be the President of **Shiloh Foods, Inc.** the within named bargainor, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Savannah, Tennessee, this 3 day of April, 2001.

Karen L. Marrow  
Notary Public

My Commission Expires: 1-31-02

**EXHIBIT A**

The Trademarks include, but are not limited to, the following:

**SEE ATTACHED**

EXHIBIT A



**Word Mark** SAVANNAH CLASSICS

**Goods and Services** IC 030. US 046. G & S: PROCESSED AND PACKAGED FROZEN FOOD PRODUCTS, NAMELY, REGULAR HUSHPUPPIES; JALAPENO HUSHPUPPIES; RICE CASSEROLE CONTAINING BROCCOLI; MACARONI AND CHEESE; BROWN GRAVY; GIBLET GRAVY; REGULAR GRAVY; BREAD STUFFING; AND CORNBREAD DRESSING. FIRST USE: 19980722. FIRST USE IN COMMERCE: 19990521

IC 029. US 046. G & S: PROCESSED AND PACKAGED FROZEN FOOD PRODUCTS, NAMELY, GREEN BEAN CASSEROLE; AUGRATIN POTATOES; BROCCOLI CASSEROLE CONTAINING RICE; SWEET POTATO CASSEROLE; MASHED POTATOES; AND CRANBERRY SAUCE. FIRST USE: 19980722. FIRST USE IN COMMERCE: 19990521

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 050110 050125 070104 260301

**Serial Number** 75748153

**Filing Date** July 12, 1999

**Published for Opposition** December 12, 2000

**Registration Number** 2432966

**Registration Date** March 6, 2001

**Owner** (REGISTRANT) SHILOH FOODS, INC. CORPORATION TENNESSEE 575 Industrial Drive P. O. Box 1000 Savannah TENNESSEE 38372



**EXHIBIT A**



**Word Mark**            **SAVANNAH CLASSICS**

**Goods and Services**    IC 030. US 046. G & S: PROCESSED AND PACKAGED FROZEN FOOD PRODUCTS, NAMELY, REGULAR HUSHPUPIES; JALAPENO HUSHPUPIES; RICE CASSEROLE CONTAINING BROCCOLI; MACARONI AND CHEESE; BROWN GRAVY; GIBLET GRAVY; REGULAR GRAVY; BREAD STUFFING; AND CORNBREAD DRESSING. FIRST USE: 19980722. FIRST USE IN COMMERCE: 19990521

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TENNESSEE 575 Industrial Drive P. O. Box 1000 Savannah  
TENNESSEE 38372