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09-10-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		R  101836756		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Packerland Processing Company, Inc. (f/k/a Packerland Packing Company, Inc.)  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> State Street Bank and Trust Company, Name: <u>as Security Trustee</u> Internal Address: <u>Corporate Trust Department</u>  Street Address: <u>225 Franklin Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Massachusetts Trust Company</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 31, 2001</u>					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)  See Annex 1 attached hereto and made a part hereof  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			B. Trademark Registration No.(s)  See Annex 2 attached hereto and made a part hereof		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>James Greenfield, Esq.</u> Internal Address: <u>Bingham Dana LLP</u>   Street Address: <u>One State Street</u>   City: <u>Hartford</u> State: <u>CT</u> Zip: <u>06103</u>			<b>6. Total number of applications and registrations involved:</b> ..... <u>22</u>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>565.00</u>  <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b>   (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>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.</i>  James Greenfield, Esq. Name of Person Signing  Signature  Date <u>August 31, 2001</u>  Total number of pages including cover sheet, attachments, and document: <u>40</u>					

09/07/2001 DBYRME 00000093 75553215

01 FC:481  
02 FC:48240.00  
525.00Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002363 FRAME: 0809

**ANNEX 1**

**Trademark Application Numbers**

**U.S. Trademarks Applied For**

<u>Trademark</u>	<u>Application No.</u>	<u>Filed</u>
Western Reserve	75/553,215	9/15/98
Sun Land	75/763,121	7/29/99
Tricor	75/767,187	8/3/99
Murco	75/823,711	10/15/99
Natural Reserve	75/872,552	12/15/99
Grand River Ranch	76/009,831	3/24/00
Premium Preferred logo	76/087,361	7/11/00
Grand River Ranch and Design	76/088,438	7/13/00
Supreme Valu	78/073,155	7/10/01
Simply Better Value	78/073,157	7/10/01
Supreme Valu and Design	78/073,331	7/11/01

**ANNEX 2**

**Trademark Registration Numbers**

**U.S. Trademarks Issued**

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
Packerland Packing	1,869,793	12/27/94
PP	1,906,712	7/18/95
Showcase Supreme	1,914,233	8/22/95
SV	1,998,756	9/3/96
Simply Better Beef	2,034,067	1/28/97
Grand River	2,333,673	3/21/00

**Other Trademarks Issued**

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
Showcase Supreme (Korea)	331051	1/11/96
Showcase Supreme (Canada)	463558	9/20/96
Showcase Supreme (Japan)	4034221	7/25/97
Showcase Supreme (Korea)	377223	10/4/97
Showcase Supreme (Mexico)	221661	1/16/95

# SECURITY AGREEMENT

**SECURITY AGREEMENT** (as may be amended from time to time, this "*Agreement*"), dated as of July 31, 2001, between **PACKERLAND PROCESSING COMPANY, INC.** (formerly known as Packerland Packing Company, Inc.), a Delaware corporation ("**Packerland**"), **SUN LAND BEEF COMPANY**, an Arizona corporation ("**Sun Land**") and **MURCO FOODS, INC.**, a Delaware corporation ("**Murco**") (each an "**Issuer**" and collectively, the "**Issuers**") and **STATE STREET BANK AND TRUST COMPANY**, a Massachusetts trust company, in its capacity as security trustee (together with its successors and assigns, the "*Security Trustee*") under the Trust Agreement, dated as of the date hereof (as may be amended from time to time, the "*Trust Agreement*"), among the Issuers, the Purchasers (as hereinafter defined) and the Security Trustee, in its individual capacity.

## **RECITALS:**

**A.** Sun Land and Murco are wholly-owned subsidiaries of Packerland and Packerland is a wholly-owned subsidiary of Packerland Holdings, Inc.

**B.** The Issuers have entered into separate Note Purchase Agreements (as may be amended from time to time, collectively, the "*Note Purchase Agreement*"), each dated as of July 31, 2001, with each of the purchasers listed on Annex 1 thereto (collectively, the "*Purchasers*"), which provide for the purchase by the Purchasers of the following Notes issued by the Issuers:

(a) \$45,000,000 in aggregate principal amount of its Reset Rate Series A 5/10 Year Senior Secured Notes due July 31, 2011 (as said notes may be amended, restated or otherwise modified from time to time, together with any notes given in substitution for or replacement of said notes, the "**Series A Notes**");

(b) \$30,000,000 in aggregate principal amount of its Adjustable Rate Series B 5/10 Year Senior Secured Notes due July 31, 2011 (as said notes may be amended, restated or otherwise modified from time to time, together with any notes given in substitution for or replacement of said notes, the "**Series B Notes**");

The Series A Notes and the Series B Notes are herein referred to, collectively, as the "**Notes**."

**C.** The Purchasers have agreed to purchase the Notes from the Issuers on the condition, among other things, that the Issuers grant to the Security Trustee certain security interests in and Liens upon certain of their Properties and other rights, interests and positions which constitute Collateral, as set forth herein and in one or more deeds of trust and/or mortgages (as identified in the Trust Agreement, and as may be amended from time to time, individually and collectively, the "*Mortgage*"), in order to secure the Issuers' obligations under the Notes and the Note Purchase Agreement.

**D.** All acts and proceedings required by law and by the certificates or articles of incorporation and bylaws, or other constitutive or governing documents, of the Issuers necessary to constitute this Agreement a valid and binding agreement for the uses and purposes set forth herein,

in accordance with its terms, have been done and taken, and the execution and delivery hereof has been in all respects duly authorized.

### ***AGREEMENT:***

**NOW THEREFORE**, in order to induce the Purchasers to purchase the Notes, and in consideration therefor, and in consideration of Ten Dollars and other good and valuable consideration paid to the Issuers (the receipt and sufficiency of which is hereby acknowledged), the Issuers hereby agree with the Security Trustee as follows:

## **SECTION 1. INTERPRETATION OF THIS AGREEMENT**

### ***1.1. Terms Defined.***

As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

***Agreement*** -- has the meaning specified in the introductory sentence hereof.

***Article 9*** -- means, at any time, Article 9 of the Uniform Commercial Code as in effect in any applicable jurisdiction at such time.

***Assigned Agreements*** -- means all leases, contracts, permits, licenses, franchises and other agreements to which any Issuer is or becomes a party or pursuant to which any Issuer has been or will be granted rights, together with any and all intangibles which, in each case, are used or intended to be used in connection with the Mortgaged Property or any other tangible property, including, without limitation, all policies of property, casualty and liability insurance pursuant to which such Issuer is a beneficiary but excluding any leases, contracts, permits, licenses, franchises and other agreements the assignment, transfer or hypothecation of which, for collateral purposes, is by the terms and conditions of such agreement prohibited or subject to the consent of another party to such agreement and, as a result of any such assignment, transfer or hypothecation by such Issuer, such other party threatens to hold such Issuer in default of such agreement and, as a consequence of such default, deprive such Issuer of material rights under such agreement.

***Assignment of Trademarks*** -- has the meaning specified in Section 2.1 hereof.

***Business Day*** -- means, at any time, a day other than a Saturday, a Sunday or a day on which banks located in New York City, New York are authorized or required by law (other than a general banking moratorium or holiday for a period exceeding four consecutive days) to be closed.

***Collateral*** -- means all of the following, whether now owned or hereafter acquired by any of the Issuers:

(a) all Equipment located in or on, and used or intended to be used, in connection with the Mortgaged Property;

(b) all of the right, title and interest of each Issuer in and to, and all benefits of each Issuer pursuant to, the Assigned Agreements;

(c) all Intellectual Property;

(d) Mortgaged Property;

(e) all of such Issuer's ledger sheets, files, records, books of account, business papers, computers, computer software and programs, and documents relating to the Collateral referred to in the preceding clauses

(f) contracts, franchises, licenses, permits and all other agreements and rights thereunder, in each case relating to the Collateral referred to in the preceding clauses;

(g) general intangibles and other intangible property and all rights thereunder, in each case relating to the Collateral referred to in the preceding clauses;

(h) deposit accounts that are maintained with any bank or financial institution and that contain cash or other amounts constituting identifiable cash proceeds of the Collateral or that contain proceeds of the Collateral, in each case to the extent of such proceeds;

(i) the Key Man Life Insurance Policy; and

(j) all proceeds and products of the Collateral referred to in the preceding clauses, in whatever form.

**Default** -- means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

**Default Rate** -- means, for the purposes of this Agreement, an interest rate equal to two percent (2%) *per annum*, plus the higher of (a) the Series A Rate (as defined in the Note Purchase Agreement) or (b) the Series B Variable Rate (as defined in the Note Purchase Agreement).

**Equipment** -- means all right, title and interest of each Issuer in equipment (as such term is defined in the Uniform Commercial Code as in effect from time to time in the Commonwealth of Massachusetts) now owned or hereafter acquired, including, without limitation, all machinery, furniture, furnishings, fixtures, parts, accessories and all replacements and substitutions therefor or accessions thereto.

**Event of Default** -- Section 4.1.

**Financing Documents** -- shall have the meaning assigned to such term in the Trust Agreement.

***Intellectual Property*** – means:

(a) all letters patent of the United States, all registrations and recordings thereof, all applications for letters patent of the United States, and all patents, patent registrations, patent applications and patent rights in any other countries or jurisdictions, or political subdivisions thereof, including, without limitation, all of those listed on Schedule A hereto, along with, in each case, any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property, (iv) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (v) rights to sue for past, present and future infringements thereof (collectively, the "***Patents***");

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration or recording applications filed in connection therewith (other than intent-to-use trademark or service mark applications, until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the United States Patent and Trademark Office and the marks are actually used in commerce), including, without limitation, registrations, recordings and registration and recording applications whether in the United States Patent and Trademark Office, any State of the United States or in any similar office or agency of any other country or jurisdiction, or any political subdivision thereof, including, without limitation, all of those listed on Schedule B hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "***Trademarks***");

(c) all copyright rights in any work subject to the copyright laws of the United States or any other country or jurisdiction, or political subdivision thereof, whether statutory or common law, owned by or assigned to any Issuer, whether as author, assignee, transferee or otherwise, and all registrations, recordings and applications for registration of any such copyright of each Issuer, including, without limitation, registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, or any office or department of any other country or jurisdiction, or any political subdivision thereof, including, without limitation, all of those listed on Schedule C hereto, along with any and all, (i) renewals and extensions thereof, (ii) income, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof and (iii) rights to sue for past, present and future infringements thereof (collectively, the "***Copyrights***");

(d) all covenants not to sue with any other party with respect to a Patent, Trademark or Copyright, and any and all written agreements, now or hereafter in effect (i) granting any right to any third party under any Patent, Trademark or Copyright now or hereafter owned by any Issuer or which any Issuer otherwise has the right to license or granting any right to any Issuer under any Patent, Trademark or Copyright now or hereafter owned by any third party, and all rights of any Issuer under any such agreement, along with any and all (A) renewals, extensions, supplements and continuations thereof, (B) income, royalties, damages, claims and payments now and hereafter due and/or payable to any Issuer with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof and (C) rights to sue for past, present and future infringements thereof (each a "***License***" and, collectively, the "***Licenses***");

(e) any trade secrets, proprietary information, invention method, diagnostic test, design, process, procedure or formula or any improvement thereon, refinements thereof or know-how related thereto, in each case whether or not patented or able to be patented or registered or able to be registered with any governmental authority and all confidentiality agreements with any and all former, current or future employees of any Issuer relating thereto (collectively, the "***Know-How***");

(f) the entire goodwill connected with the use of and symbolized by the Trademarks and other general intangibles relating to the Collateral of each Issuer;

(g) any and all material Patents, Trademarks, Copyrights, Licenses and Know-How acquired by each and any Issuer after the date hereof;

(h) any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, any claims of any Issuer against third parties for (and the rights to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Issuer or licensed under any License of a Patent, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Issuer or licensed under any License of a Trademark or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Issuer, (iii) past, present or future breach of any License, (iv) past, present or future infringement of any Copyright now or hereafter owned by any Issuer or licensed under any License of a Copyright, (v) past, present or future infringement of any Know-How now or hereafter owned by any Issuer and (vi) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral; and



(i) all intangible, intellectual or other similar property of the Issuers of any kind or nature now owned or hereafter acquired by any Issuer, including, without limitation, inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, Know-How, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations, franchises, and all other intellectual rights not otherwise described above.

**Intercreditor Agreement** -- shall mean the Intercreditor Agreement dated as of July 31, 2001 by and among each of the banks signatory thereto, Firststar Bank N.A., each of the Noteholders (as defined therein) and State Street Bank and Trust Company, as amended from time to time.

**Issuer** -- has the meaning specified in the introductory sentence hereof.

**Key Man Life Insurance Policy** -- means, collectively, one or more key man insurance policies in the aggregate amount of not less than \$10,000,000, the proceeds of which are payable on the death or disability of Richard V. Vesta.

**Lien** -- means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and including but not limited to the security interest lien arising from a mortgage, deed of trust, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes, and the filing of any financing statement under the Uniform Commercial Code of any jurisdiction, or an agreement to give any of the foregoing. The term "**Lien**" includes reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances (including, with respect to stock, stockholder agreements, voting trust agreements, buy-back agreements and all similar arrangements) affecting Property. For the purposes of this definition, a Person shall be deemed to be the owner of any Property which it shall have acquired or holds subject to a conditional sale agreement, capital lease or other arrangement pursuant to which title to the Property shall have been retained by or vested in some other Person for security purposes and such retention or vesting shall be deemed to be a Lien. The term "**Lien**" does not include negative pledge clauses in connection with the borrowing of money.

**Make-Whole Amount** -- has the meaning assigned to such term in the Note Purchase Agreement.

**Mortgage** -- has the meaning specified in the Recitals hereof.

**Mortgaged Property** -- means, collectively, the "Property" as such term is defined in each of the Mortgages.

**Note Purchase Agreement** -- has the meaning specified in the Recitals hereof.

**Notes** -- has the meaning specified in the Recitals hereof.

**Permitted Liens** -- means any Lien or Liens that the Issuers are not prohibited, by the terms of any one or more of the Financing Documents from incurring, creating, maintaining or permitting to exist.

**Person** -- means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

**Property** -- means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible.

**PTO** -- means the United States Patent and Trademark Office.

**Purchasers** -- has the meaning specified in the Recitals hereof.

**Secured Obligations** -- means, at any time, all obligations and undertakings of any one or more of the Issuers in respect of the principal of, and interest, and the Make-Whole Amount (if any) on, the Notes and under the Note Purchase Agreement at such time and the payment of all other amounts payable, and all other indebtedness owing, by any one or more of the Issuers under each of the Financing Documents.

**Security** -- has the same meaning as in section 2(1) of the Securities Act of 1933, as amended.

**Security Trustee** -- has the meaning specified in the introductory sentence hereof.

**Series A Notes** -- has the meaning specified in the Recitals hereof.

**Series B Notes** -- has the meaning specified in the Recitals hereof.

**Trust Agreement** -- has the meaning specified in the introductory sentence hereof.

## **1.2. Headings, etc.**

The titles of the Sections appear as a matter of convenience only, do not constitute a part hereof and shall not affect the construction hereof. Each covenant contained herein shall be construed (absent an express contrary provision herein) as being independent of each other covenant contained herein, and compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with one or more other covenants.

## **1.3. Governing Law.**

**THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, INTERNAL MASSACHUSETTS LAW, EXCLUDING CHOICE-OF-LAW PROVISIONS OF SUCH COMMONWEALTH THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION**

**OTHER THAN SUCH COMMONWEALTH AND EXCEPT TO THE EXTENT THE LAW OF ANOTHER JURISDICTION GOVERNS THE PERFECTION OR PRIORITY OF A LIEN ON THE COLLATERAL (OR ANY PART THEREOF).**

**1.4. *Directly or Indirectly.***

Where any provision in this Agreement refers to action to be taken by any Person, or that such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person, including actions taken by or on behalf of any partnership in which such Person is a general partner.

**SECTION 2. COLLATERAL**

**2.1. *Grant of Security Interest.***

(a) As security for the payment by the Issuers of the Secured Obligations and the performance by the Issuers of its other obligations and undertakings under this Agreement and under the other Financing Documents, each of the Issuers does hereby grant, bargain, convey, assign, transfer, mortgage, hypothecate, pledge, confirm and grant a continuing security interest to the Security Trustee in and to the Collateral owned by such Issuer for the benefit of the holders of the Secured Obligations.

(b) In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Collateral provided in Section 2.1(a) above, each of the Issuers does hereby directly and absolutely grant, assign, transfer, convey and set over to the Security Trustee each of its entire right, title and interest in and to the Trademarks; *provided* that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Security Trustee at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Security Trustee) upon an Event of Default for which acceleration of the maturity of the Notes is automatic under the Note Purchase Agreement or upon the sale or other disposition of or foreclosure upon any of the Collateral pursuant to this Agreement and applicable law (including the transfer or other disposition of such Collateral by the Issuers to the Security Trustee or its nominee in lieu of foreclosure). In connection with the assignment of the Trademarks to the Security Trustee, the Issuers have executed in blank and delivered to the Security Trustee an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Trademarks**"). The Issuers hereby authorize the Security Trustee to complete as assignee and record with the PTO the Assignment of Trademarks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Security Trustee's remedies under this Agreement.

## 2.2. *Assignment of Contract Rights.*

(a) In furtherance of the foregoing, each of the Issuers hereby assigns and transfers to the Security Trustee, in trust, nevertheless, for the benefit of the holders of the Secured Obligations, as collateral security for the Secured Obligations, all right, title and interest of such Issuer in and to, and all benefits accruing to such Issuer pursuant to, each of the Assigned Agreements; *provided, however*, that, unless an Event of Default shall be continuing and the Security Trustee shall have given such Issuer written notice of its intention to enforce its rights, on behalf of the holders of the Secured Obligations, under this Section 2.2, such Issuer shall have the right to exercise any of its rights under the Assigned Agreements (including, without limitation, the right to enter into possession of and use any and all Property leased or licensed to such Issuer, as lessee or licensee, the right to use any or all of the facilities made available to such Issuer and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of such Issuer, under any of the Assigned Agreements, and to do any and all other things whatsoever which such Issuer is or may become entitled to do under any of the Assigned Agreements); and *provided, further*, that during the continuance of any Event of Default, upon written notice to the Issuers, the Security Trustee shall have the right to exercise any and all rights under the Assigned Agreements (including, without limitation, all rights set forth in the parenthetical in the immediately preceding proviso).

(b) This Agreement is executed as security for the Secured Obligations, and, therefore, the execution and delivery of this Agreement shall not subject the Security Trustee to, or transfer or pass to the Security Trustee, or in any way affect or modify, the liability of the Issuers under any or all of the Assigned Agreements, it being understood and agreed that notwithstanding this Agreement or any subsequent assignment, all of the obligations of the Issuers to each and every other party under each and every one of the Assigned Agreements shall be and remain enforceable by such other party, its successors and assigns, against, but only against, the Issuers or Persons other than the Security Trustee, the holders of the Secured Obligations and their respective successors and assigns.

(c) To further protect the security afforded by this Agreement, the Issuers agree as follows:

(i) if an Event of Default exists, the Issuers will faithfully abide by, perform and discharge each and every obligation, covenant, condition, duty and agreement pursuant to each or any of the Assigned Agreements which is necessary to the conduct of their respective businesses or the non-performance of which could have an adverse effect upon the ability of the Security Trustee, on behalf of the holders of the Secured Obligations, to collect the aggregate amount of the Secured Obligations from the proceeds of the Collateral or the ability of the Issuers to pay the aggregate amount of the Secured Obligations;

(ii) if an Event of Default exists, the Issuers shall not amend, modify, otherwise change or terminate any Assigned Agreement if such amendment, modification, other change or termination could have a material adverse effect upon the ability of the Security Trustee, on behalf of the holders of the Secured Obligations, to collect the aggregate amount of the Secured Obligations from the proceeds of the Collateral or the ability of the Issuers to pay the aggregate amount of the Secured Obligations;

(iii) if an Event of Default exists, at the Issuers' sole cost and expense, the Issuers will appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the obligations, covenants, conditions, duties, agreements or liabilities of the Issuers under any of the Assigned Agreements which are necessary to the conduct of their respective businesses or the non-performance of which would have an adverse effect upon the ability of the Security Trustee, on behalf of the holders of the Secured Obligations, to collect the aggregate amount of the Secured Obligations from the proceeds of the Collateral or the ability of the Issuers to pay the aggregate amount of the Secured Obligations; and

(iv) should the Issuers fail to make any payment, do any act or refrain from any act which this Agreement requires the Issuers to make, do or refrain from, then the Security Trustee may, but the Security Trustee shall have no obligation to (and shall not thereby release the Issuers from any obligation hereunder), make, do or prevent the same in such manner and to such extent as the Security Trustee may deem necessary or advisable to protect the security provided hereby, which rights of the Security Trustee shall specifically include, without limiting the Security Trustee's general powers herein granted, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Security Trustee hereunder (or any of them), and also the right, if an Event of Default exists, to perform and discharge each and every one, or any one or more, of the obligations, covenants, conditions, duties and agreements of the Issuers contained in any one or more of the Assigned Agreements; in exercising any such powers, the Security Trustee may pay necessary or advisable costs and expenses, employ counsel and incur and pay attorneys' fees, and the Issuers will jointly and severally reimburse the Security Trustee for such costs, expenses and fees.

### ***2.3. Provisions Relating to the Collateral Assignment of Copyrights, Patents and Trademarks.***

(a) No Transfer or Inconsistent Agreements. Without the Security Trustee's prior written consent, the Issuers will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Issuers' Copyrights, Patents or Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Issuers' obligations under this Agreement.

(b) After-Acquired Patents and Trademarks, etc. If, before the Secured Obligations shall have been finally paid and satisfied in full, any Issuer shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, the provisions of this Agreement shall automatically apply thereto and such Issuer shall promptly provide to the Security Trustee notice thereof in writing and execute and deliver to the Security Trustee such documents or instruments as the Security Trustee may reasonably request further to implement, preserve or evidence the Security Trustee's interest therein. The Issuers hereby authorize the Security Trustee to modify this Agreement without the necessity of the Issuers' further approval or signature, by amending Schedule A, Schedule B or Schedule C to this Agreement, as applicable, and amending the Annex to the Assignment of Trademarks to include any future or other Trademarks.

(c) License Back of Patents to Issuers. Unless and until there shall have occurred and be continuing an Event of Default and the Security Trustee has notified the Issuers that the license granted hereunder is terminated, the Security Trustee hereby grants to each Issuer the sole and exclusive, nontransferable, royalty-free, worldwide right and license under the Patents to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents assigned by such Issuer to the Security Trustee pursuant to this Agreement for such Issuer's own benefit and account and for none other; *provided, however*, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Security Trustee by such Issuer hereby. The Issuers agree not to sell, assign, transfer, encumber or sublicense their interests in the licenses granted to the Issuer in this Section 2.3(c), without the prior written consent of the Security Trustee. Any such sublicenses granted on or after the date hereof shall be terminable by the Security Trustee upon termination of the Issuers' license hereunder.

#### **2.4. *Relation to Other Security Documents.***

The provisions of this Agreement supplement the provisions of the Mortgage or any other real estate mortgage or deed of trust granted by any Issuer to the Security Trustee and which secures the payment or performance of any of the Secured Obligations. Nothing contained in the Mortgage or any such mortgage or deed of trust shall derogate from any of the rights or remedies of the Security Trustee hereunder.

### **SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS CONCERNING SECURITY**

#### **3.1. *Title; Liens.***

The Collateral is owned solely by the Issuers and no other Person has any right, title, interest, claim or Lien thereon, or thereto, other than any Permitted Liens.

### **3.2. *Sale of Collateral; Liens.***

Except for sales or other dispositions of surplus, obsolete or worn-out Equipment in the ordinary course of business, the Issuers

- (a) will not sell, assign or otherwise transfer any of the Collateral,
- (b) will keep all Collateral in existence on the date, and all Collateral acquired after the date, of execution of this Agreement, free from all Liens other than Permitted Liens, and
- (c) except as otherwise provided under the Note Purchase Agreement, will pay and discharge, when due, all taxes, levies and other charges upon any Collateral, and shall defend all Collateral against all claims of any Person (other than, with respect to any Permitted Lien, the holder thereof) other than the Security Trustee.

The Security Trustee will not be required to take any steps to perfect its security interest in the Collateral or to collect or realize upon the Collateral, nor shall loss of or damage to the Collateral release the Issuers from any obligation contained in this Agreement. Nothing in this Section 3.2 shall abrogate any duty of the Security Trustee owed to the holders of the Secured Obligations, as set forth in the Trust Agreement.

### **3.3. *Offices, Location of Collateral, etc.***

- (a) The Issuers' principal places of business and chief executive offices are as follows:

Packerland Processing Company, Inc.  
2580 University Avenue  
Green Bay, WI 54305

Murco Foods, Inc.  
11 Eleventh Street  
Plainwell, MI 49080

Sun Land Beef Company  
651 South 91<sup>st</sup> Avenue  
Tolleson, AZ 85353

Each of the Issuers maintains its records concerning the Collateral at the respective addresses set forth above. The Issuers' principal places of business, chief executive offices and the location of all of the Collateral will remain at the foregoing locations unless relocated in compliance with Section 3.3(b).

(b) Without thirty (30) days prior written notice to the Security Trustee, the Issuers will not change their state of organization, the location of their chief executive offices or the location of the tangible Collateral (or any part thereof); *provided, however*, that each Issuer may change its state of organization or relocate its chief executive office only to a jurisdiction in the United States in which the Uniform Commercial Code, as from time to time amended or revised, is then in effect (such jurisdiction being hereinafter called a "**Permitted Jurisdiction**"); *provided, further*, that each Issuer may relocate any item(s) of Equipment of any value only within any Permitted Jurisdiction and for the purpose, in the ordinary course of the Issuers' business and for a period of not more than three (3) months, of repairing, overhauling or otherwise performing required maintenance with respect to any such item(s). With respect to each Issuer's change of state of organization and each and every relocation of each Issuer's chief executive office or any item(s) of the Collateral, each Issuer will take such action, at the Security Trustee's request and direction and at the Issuer's expense as provided in Section 3.12 (and including, without limitation, the preparation and filing where appropriate of new or amended financing statements), as may then be necessary or desirable to ensure the uninterrupted continuation of the Security Trustee's security interest in all of the Collateral with the same priority as it had prior to any such action.

### **3.4. *Financing Statements, Validity, etc.***

The Issuers hereby agree to execute such financing statements as the Security Trustee may request, and to take such other action (including, without limitation, the execution and filing, at their own expense, of all continuation statements) as may be required to perfect and to keep perfected the Security Trustee's security interest in, and Lien upon, the Collateral, and, unless prohibited by law, the Issuers hereby authorize the Security Trustee to execute and file any such financing statements and continuation statements on behalf of the Issuers. The Issuers hereby represent, warrant and covenant to the Security Trustee that all filings, registrations, recordings and transfers necessary to create and perfect the Security Trustee's Lien in the Collateral granted by the Issuers to the Security Trustee pursuant to this Agreement have been, or when filed in the offices set forth in Schedule D attached hereto and with the United States Trademark Office will be, accomplished and the Lien granted to the Security Trustee pursuant to this Agreement in and to the Collateral constitutes, or upon such filings will constitute, a valid and perfected security interest therein which is prior in right to all other Liens, other than Liens permitted under the Financing Documents.

### **3.5. *Insurance for Collateral.***

The Issuers agree to maintain and pay for policies of insurance (including renewals) as required by the terms of the Note Purchase Agreement and the Mortgage.



### **3.6. Key Man Life Insurance.**

The Issuers agree to maintain and pay for each Key Man Life Insurance Policy (including any renewals thereof) on the life of Richard V. Vesta so long as the Secured Obligations are outstanding. All of the Issuer's right, title and interest in such policy shall be the subject of a separate collateral assignment instrument filed with the insurance company issuing such policy.

### **3.7. Use of Equipment; Notices Regarding Changes in Equipment.**

(a) The Issuers hereby represent, warrant and covenant to the Security Trustee that all of the Equipment is used in the business of the Issuers (and not for personal, family or household use) for lawful purposes only and in compliance in all material respects with all laws, rules and governmental regulations relating thereto.

(b) The Issuers shall promptly (and in any event within ten (10) Business Days) advise the Security Trustee in sufficient detail of any substantial change relating to the type, quantity or quality of the Equipment or any event which would reasonably be expected by any of the Issuers to have a material adverse effect on the value of such Equipment.

### **3.8. Patents.**

Each of the Issuers hereby represents, warrants and covenants that: (i) Schedule A attached hereto sets forth a true and complete list of all the Patents now owned, licensed, controlled or used by such Issuer; (ii) to the best of each Issuer's knowledge, the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (iii) to the best of each Issuer's knowledge, each of the issued Patents is valid and enforceable; (iv) to the best of each Issuer's knowledge, there is no infringement by others of the issued Patents; (v) to the best of each Issuer's knowledge, no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of each Issuer's knowledge there is no infringement by such Issuer of the patent rights of others; (vi) each Issuer is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Issuer's Patents (other than ownership and other rights reserved by third party owners with respect to Patents which such Issuer is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims except for Liens permitted pursuant to Section 6.10 of the Note Purchase Agreement, including without limitation pledges, assignments, licenses, shop rights and covenants by such Issuer not to sue third persons, other than the security agreement and assignment created by this Agreement; (vii) each Issuer has the unqualified right to enter into this Agreement and perform its terms; (viii) this Agreement will create in favor of the Security Trustee for the benefit of the holders of the Secured Obligations a valid and perfected first priority security interest in the Patents upon making the filings referred to in clause (ix) of this Section 3.8; and (ix) except for the filing of financing statements with the Secretary of State of the States of Delaware and Arizona under the Uniform Commercial Code and the filing of this Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Issuers or the effectiveness of the security interest and assignment

granted hereby or for the execution, delivery and performance of this Agreement by the Issuers, or (B) for the perfection of the security interest in the Patents in favor of the Security Trustee.

### **3.9. Trademarks.**

The Issuers represent, warrant and covenant that: (i) Schedule B sets forth a true and complete list of all Trademarks now owned, licensed, controlled or used by each of the Issuers; (ii) to the best of each Issuer's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks; (iii) to the best of each Issuer's knowledge, each of the Trademarks is valid and enforceable; (iv) to the best of each Issuer's knowledge, there is no infringement by others of the Trademarks; (v) to the best of each Issuer's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Issuer's knowledge, there is no infringement by any of the Issuers of the trademark rights of others; (vi) each of the Issuers is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Issuer's Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Issuer is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims except for Liens permitted pursuant to Section 6.10 of the Note Purchase Agreement, including pledges, assignments, licenses, registered user agreements and covenants by such Issuer not to sue third persons, other than the security interest and assignment created by this Agreement; (vii) each Issuer has the unqualified right to enter into this Security Agreement and to perform its terms; (viii) each Issuer has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Issuer has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Security Agreement, will create in favor of the Security Trustee for the benefit of the holders of the Secured Obligations a valid and perfected first priority security interest in the Trademarks upon making the filings referred to in clause (xi) of this Section 3.9; and (xi) except for the filing of financing statements with the Secretary of State of the States of Delaware and Arizona under the Uniform Commercial Code and the recording of this Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Issuers or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Issuers, or (B) for the perfection of the security interest in the Trademarks in favor of the Security Trustee.

### **3.10. Copyrights.**

Each of the Issuers hereby represents, warrants and covenants that: (i) Schedule C attached hereto sets forth a true and complete list of all the Copyrights now owned, licensed, controlled or used by such Issuer; (ii) to the best of each Issuer's knowledge, the Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Copyrights; (iii) to the best of each Issuer's knowledge, each of the issued Copyrights is valid and enforceable; (iv) to the best of each Issuer's knowledge, there is no infringement by others of

the Copyrights; (v) to the best of each Issuer's knowledge, no claim has been made that the use of any of the Copyrights does or may violate the rights of any third person, and to the best of each Issuer's knowledge there is no infringement by such Issuer of the rights of others in any copyrights; (vi) each Issuer is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Issuer's Copyrights (other than ownership and other rights reserved by third party owners with respect to Copyrights which such Issuer is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims except for Liens permitted pursuant to Section 6.10 of the Note Purchase Agreement, including without limitation pledges, assignments, licenses, shop rights and covenants by such Issuer not to sue third persons, other than the security agreement and assignment created by this Agreement; (vii) each Issuer has the unqualified right to enter into this Agreement and perform its terms; (viii) this Agreement will create in favor of the Security Trustee for the benefit of the holders of the Secured Obligations a valid and perfected first priority security interest in the Copyrights upon making the filings referred to in clause (ix) of this Section 3.10; and (ix) except for the filing of financing statements with the Secretary of State of the States of Delaware and Arizona under the Uniform Commercial Code and the filing of this Agreement with the United States Copyright Office, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Issuers or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Issuers, or (B) for the perfection of the security interest in the Copyrights in favor of the Security Trustee.

### ***3.11. Certain Information, etc.***

The Issuers will deliver to the Security Trustee at such times and in such form as shall be designated by the Security Trustee, assignments, schedules and reports relating to the Collateral, and will furnish such other information relevant to the Collateral as the Security Trustee shall from time to time reasonably request. The Issuers will also immediately deliver to the Security Trustee, upon request, any and all bills of sale for, certificates of title to or other comparable evidence of ownership of, each item of the Equipment.

### ***3.12. Protection of Collateral; Reimbursement.***

All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping the Collateral, and all excise, property, sales and use taxes imposed by any state, federal or local authority on any of the Collateral or in respect of the sale thereof shall be, jointly and severally, borne and paid by the Issuers; and if the Issuers fail so to pay any portion thereof when due, the Security Trustee may, at its option upon five (5) Business Days' prior notice to the Issuers, but shall not be required to, pay the same and charge the Issuers therefor, and the Issuers, jointly and severally, agree to promptly reimburse the Security Trustee therefor with interest at a rate equal to the Default Rate then in effect in respect of any of the Notes. The Issuers shall pay all sums so paid or incurred by the Security Trustee for any of the foregoing, any and all sums for which the Issuers may become liable under this Agreement or under any other Financing Document and all costs and expenses (including attorneys' fees, legal expenses and court costs) that the Security Trustee may incur in evaluating, asserting, enforcing, defending or protecting its Lien on, or rights and interest in, the Collateral, or any of its rights or remedies under this Agreement or any other Financing Document, and, until paid by the Issuers with interest at the

Default Rate then in effect in respect of any of the Notes, such sums shall be considered as additional obligations owing by the Issuers under this Agreement and, as such, shall be secured by all of the Collateral and the proceeds from the sale thereof and by any and all other collateral, security, assets, reserves or funds of the Issuers in or coming into the hands of or inuring to the benefit of the Security Trustee. Subject to the provisions of Section 4 of the Trust Agreement and except to the extent specifically limited by applicable law, the Security Trustee shall not be liable or responsible in any way for the safekeeping of the Collateral or for any loss or damage thereto or for any diminution in the value thereof, or any act or default of any warehouseman, carrier, forwarding agency or other Person, but the same shall be at the sole risk of the Issuers.

### **3.13. Further Assurances.**

So long as any of the Secured Obligations shall be outstanding, the Issuers, at their own expense, will timely execute, acknowledge, deliver, file and record, or will cause to be executed, acknowledged, delivered, filed or recorded, all such further instruments, deeds, conveyances, mortgages, transfers, financing statements, continuation statements and assurances as may be necessary or appropriate (and, in any event, as may be requested by the Security Trustee) to subject to the Lien of this Agreement, and to preserve, continue and protect the Lien of this Agreement on, the Collateral, including, without limitation, any Collateral acquired after the date of this Agreement, or as the Security Trustee may reasonably require for the better granting, bargaining, selling, remising, releasing, confirming, conveying, warranting, assigning, transferring, mortgaging, pledging, delivering and setting over to the Security Trustee, and for perfecting the Security Trustee's rights in, every part of the Collateral, or as may be required in order to transfer to, or perfect the rights of any new trustee or trustees in, the Collateral. The Issuers will also take all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by the Security Trustee to be applicable in any relevant Uniform Commercial Code or other jurisdiction.

## **SECTION 4. DEFAULTS -- REMEDIES**

### **4.1. Nature of Events.**

An Event of Default shall exist if any of the following occurs and is continuing:

- (a) the Issuers shall fail to perform or observe any covenant contained in Section 3.2 or Section 3.3(b) hereof;
- (b) the Issuers shall fail to comply with any provision hereof, and such failure continues for more than 30 days after such failure shall first become known to any senior officer of any of the Issuers; or
- (c) an "**Event of Default**" shall have occurred and be continuing under, and as defined in, the Note Purchase Agreement.

#### **4.2. Default Remedies.**

(a) If an Event of Default exists, the Security Trustee and each holder of any Secured Obligation may exercise all of the rights and remedies conferred in this Agreement and in each of the other Financing Documents, it being expressly understood that no such remedy is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or now or hereafter existing at law or in equity or by statute, and may be exercised from time to time as often as may be deemed expedient by the Security Trustee and such holder.

(b) If an Event of Default exists, the Security Trustee may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and all of the rights and remedies in this Agreement or in any other Financing Document conferred, it being expressly understood that no such remedy is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or in any other Financing Document or now or hereafter existing at law or in equity or by statute, and may be exercised from time to time as often as may be deemed expedient by the Security Trustee and such holder.

(c) If an Event of Default exists, the Security Trustee shall have the right, at any time or from time to time, to take immediate possession of any or all Collateral that is tangible personal Property, and may require the Issuers to assemble such Collateral, at the expense of the Issuers, and to make it available to the Security Trustee at a place to be designated by the Security Trustee that is reasonably convenient to both parties, and may enter any of the premises of the Issuers (or wherever such Collateral shall be located) with or without force or process of law, and keep and store the same on such premises until sold (and if such premises be the Property of any of the Issuers, such Issuer agrees not to charge the Security Trustee for storage thereof for a period of at least 90 days after sale or disposition of such Collateral).

(d) The Issuers agree that ten (10) days' notice to the Issuers of any public or private sale or other disposition of Collateral shall be reasonable notice thereof, and such sale shall be at such reasonable locations as the Security Trustee shall designate in such notice. Any other requirement of notice, demand or advertisement for sale is, to the extent permitted by law, waived by the Issuers. Sales for cash, or on credit to a wholesaler, retailer or user of the Collateral, at any public or private sale are all hereby deemed (without limitation) to be commercially reasonable (as defined in the Uniform Commercial Code). The Security Trustee shall have the right to bid at any such sale on behalf of any one or more holders of Secured Obligations (who shall also have the right to bid individually). Proceeds arising from any such sale shall be applied in the manner set forth in Section 3.7 of the Trust Agreement.

(e) If an Event of Default exists, the Security Trustee may also, with or without proceeding with sale or foreclosure or demanding payment of the Secured Obligations, without notice, appropriate and apply to the payment of the Secured Obligations and the other obligations secured under this Agreement any and all Collateral in its possession and any and all balances, credits, deposit accounts, reserves or other moneys due or owing to the Issuers held by the Security Trustee under this Agreement or otherwise.

(f) Anything in this Agreement contained to the contrary notwithstanding, and in view of the fact that federal and state securities laws may impose certain restrictions on the method by which a sale of the Collateral that consists of Securities may be effected after an Event of Default, the Issuers agree that upon the occurrence and during the existence of an Event of Default, the Security Trustee may, from time to time, attempt to sell all or any part of such Collateral by means of a private placement restricting the bidders and prospective purchasers to those who will represent or agree as to their investment intent or method of resale or both in a manner reasonably required by the Security Trustee to assure compliance with applicable securities laws. In so doing, the Security Trustee may solicit offers to buy such Collateral, or any part of it, for cash, from a limited number of investors deemed by the Security Trustee, in its exclusive judgment, to be responsible parties who might be interested in purchasing such Collateral, and if the Security Trustee solicits such offers from not less than three such investors, then the acceptance by the Security Trustee of the highest offer obtained therefrom shall be deemed to be a commercially reasonable method of disposition of such Collateral unless applicable law provides otherwise.

(g) In addition to any other rights and remedies of the Security Trustee hereunder, if an Event of Default occurs and is continuing, then upon notice by the Security Trustee to the Issuers (i) the licenses granted under Section 2.3(c) to the Issuers with respect to the Patents shall terminate, and (ii) the Issuers shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents.

(h) All covenants, conditions, provisions, warranties, guaranties, indemnities and other undertakings of the Issuers contained in this Agreement or any other Financing Document, or in any document referred to in this Agreement or any other Financing Document or contained in any agreement supplementary to this Agreement or any other Financing Document, shall be deemed cumulative to and not in derogation or substitution of any of the terms, covenants, conditions or agreements of the Issuers contained in this Agreement or any other Financing Document.

(i) The Issuers, jointly and severally, agree to pay to the Security Trustee all expenses (including court costs and attorneys' fees and expenses) of, or incident to, the enforcement of any of the provisions of this Agreement and all other charges due against the Collateral, including, without limitation, taxes, assessments, security interests, Liens or encumbrances upon the Collateral and any expenses, including transfer or other taxes, arising in connection with any sale, transfer or other disposition of Collateral.

#### **4.3. Other Enforcement Right.**

The Security Trustee may proceed to protect and enforce this Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement in this Agreement contained or in execution or aid of any power in this Agreement granted, or for foreclosure under this Agreement, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of judgment for the obligations secured by this Agreement or for the enforcement of any other legal or equitable remedy available under applicable law.

#### **4.4. Effect of Sale, etc.**

(a) Any sale or sales pursuant to the provisions of this Agreement, whether under any right or power granted hereby or thereby or pursuant to any legal proceedings, shall operate to divest the Issuers of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the Collateral, or any part thereof, so sold, and any Property so sold shall be free and clear of any and all rights of redemption by, through or under the Issuers. At any such sale the holder of any Secured Obligation may bid for and purchase the Property sold and may make payment therefor as set forth in clause (b) of this Section 4.4, and any such holder so purchasing any such Property, upon compliance with the terms of sale, may hold, retain and dispose of such Property without further accountability.

(b) The receipt by the Security Trustee, or by any Person authorized under any judicial proceedings to make any such sale, of the proceeds of any such sale shall be a sufficient discharge to any purchaser of the Collateral, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such proceeds, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event that, at any such sale, any holder of a Secured Obligation is the successful purchaser, it shall be entitled, for the purpose of making settlement or payment, to use and apply such Collateral to its Secured Obligations by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

#### **4.5. Delay or Omission; No Waiver.**

No course of dealing on the part of the Security Trustee or any holder of Secured Obligations nor any delay or failure on the part of the Security Trustee or any holder of Secured Obligations to exercise any right shall impair such right or operate as a waiver of such right or otherwise prejudice the Security Trustee's or such holder's rights, powers and remedies. No waiver by the Security Trustee or any holder of any Secured Obligation of any Default or Event of Default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent Default or Event of Default, or to impair the rights resulting therefrom except as may be otherwise expressly provided in this Agreement. Every right and remedy given by this Agreement, by any other Financing Document or by law to the Security Trustee may be exercised from time to time as often as may be deemed expedient by the Security Trustee.

#### **4.6. *Restoration of Rights and Remedies.***

If the Security Trustee shall have instituted any proceeding to enforce any right or remedy under this Agreement or under any other Financing Document and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Security Trustee, then and in every such case the Security Trustee, the Issuers and the holders of the Secured Obligations shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions under this Agreement and under the other Financing Documents, and thereafter all rights and remedies of the Security Trustee shall continue as though no such proceeding had been instituted.

#### **4.7. *Application of Proceeds.***

The proceeds of any exercise of rights with respect to the Collateral, or any part thereof, and the proceeds and the avails of any remedy under this Agreement shall be paid to and applied in accordance with the provisions of Section 3.7 of the Trust Agreement. If there is a deficiency, the Issuers shall, subject always to the other provisions of this Agreement, remain jointly and severally liable therefor and shall forthwith pay the amount of any such deficiency to the Security Trustee.

#### **4.8. *Cumulative Remedies.***

No remedy under this Agreement or under any other Financing Document is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and in addition to any and every other remedy given under this Agreement or under any other Financing Document or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment or performance of the Secured Obligations operate to prejudice, waive or affect the security of this Agreement or any rights, powers or remedies under this Agreement, nor shall the Security Trustee or the holder of any Secured Obligation be required to look first to, enforce or exhaust any such other or additional security, collateral or guaranties.

#### **4.9. *Waivers by the Issuers.***

(a) The Issuers hereby waive notice of acceptance of this Agreement and of extensions of credit, loans, advances or other financial assistance under the Financing Documents or under any other agreement, note, document or instrument now or at any time or times hereafter executed by the Issuers and delivered to the Security Trustee or any holder of any Secured Obligation. The Issuers further waive presentment and demand for payment of any of the Secured Obligations, protest and notice of dishonor or default with respect to any of the Secured Obligations, and all other notices to which the Issuers might otherwise be entitled, except as otherwise expressly provided in this Agreement or in the other Financing Documents.

(b) The Issuers (to the extent that it may lawfully do so) covenant that they will not at any time insist upon or plead, or in any manner claim or take the benefit or advantage of, any stay (except in connection with a pending appeal), valuation, appraisal, redemption or extension law now or at any time hereafter in force that, but for this waiver, might be applicable to any sale made under any judgment, order or decree based on this Agreement



or any other Financing Document; and the Issuers (to the extent that they may lawfully do so) hereby expressly waive and relinquish all benefit and advantage of any and all such laws and hereby covenant that they will not hinder, delay or impede the execution of any power in this Agreement or therein granted and delegated to the Security Trustee, but that they will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

#### **4.10. *Consent.***

The Issuers hereby consent that from time to time, before or after the occurrence or existence of any Event of Default, with or without notice to or assent from the Issuers, any security at any time held by or available to the Security Trustee for any of the Secured Obligations, or any other security at any time held by or available to the Security Trustee for any obligation of any other Person secondarily or otherwise liable for any of the Secured Obligations, may be exchanged, surrendered, or released and any of the Secured Obligations may be changed, altered, renewed, extended, continued, surrendered, compromised, waived or released, in whole or in part, as the Security Trustee or the holder thereof may see fit, and the Issuers shall remain bound under this Agreement notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, compromise, waiver or release.

### **SECTION 5. COPYRIGHT, PATENT AND TRADEMARK PROSECUTION**

#### **5.1. *Issuers Responsible.***

Each of the Issuers shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the such Issuer's Copyrights, Patents and Trademarks, and shall hold the Security Trustee and the holders of the Secured Obligations harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Security Trustee or the holders of the Secured Obligations in connection with their interests in the Copyrights, Patents and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Issuers shall retain copyright, patent and trademark counsel acceptable to the Security Trustee.

#### **5.2. *Issuers' Duties, etc.***

The Issuers shall have the right and the duty, through counsel acceptable to the Security Trustee, to prosecute diligently any Copyright, Patent or Trademark registration applications pending as of the date of this Agreement or thereafter, to make application for unpatented but reasonably patentable inventions which are necessary for the conduct of the Issuers' business, and to preserve and maintain all rights in the Copyrights, Patents and Trademarks, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademarks and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Copyrights, Patents or Trademarks. Any expenses incurred in connection with such applications and actions shall be borne, jointly and severally, by the Issuers. The Issuers shall not abandon any filed

patent or trademark registration application, or any Trademark rights, without the consent of the Security Trustee, which consent shall not be unreasonably withheld or delayed.

### **5.3. *Issuers' Enforcement Rights.***

Each Issuer shall have the right and the duty to bring suit or other action in such Issuer's own name, with the consent of the Security Trustee, which consent shall not be unreasonably withheld or delayed, to maintain and enforce the such Issuer's Copyrights, Patents and Trademarks. The Issuers may require the Security Trustee and the holders of the Secured Obligations to join in such suit or action as necessary to assure the such Issuer's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Security Trustee is completely satisfied that such joinder will not subject the Security Trustee or the holders of the Secured Obligations to any risk of liability. The Issuers shall promptly, upon demand, jointly and severally reimburse and indemnify the Security Trustee and the holders of the Secured Obligations for all damages, costs and expenses, including legal fees, incurred by the Security Trustee and the holders of the Secured Obligations pursuant to this Section 5.3.

### **5.4. *Protection of Copyrights, Patents and Trademarks.***

In general, the Issuers shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Copyrights, Patents and Trademarks forming a part of the Collateral hereunder. The Issuers shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Copyrights, Patents and Trademarks.

### **5.5. *Notification by Issuers.***

Promptly upon obtaining knowledge thereof, the Issuers will notify the Security Trustee in writing of the institution of, or any final adverse determination in, any proceeding in the PTO, United States Copyright Office or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Copyrights, Patents or Trademarks or the Issuers' rights, title or interests in and to the Copyrights, Patents or Trademarks, and of any event that does or could reasonably be expected to materially and adversely affect the value of any of the Copyrights, Patents or Trademarks, the ability of the Issuers or the Security Trustee to dispose of any of the Copyrights, Patents or Trademarks or the rights and remedies of the Security Trustee in relation thereto (including but not limited to the levy of any legal process against any of the Copyrights, Patents or Trademarks).

## **SECTION 6. CONCERNING ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE**

### **6.1. *Perfection by Filing.***

The Security Trustee may at any time and from time to time, pursuant to the provisions of Section 3.4, file financing statements, continuation statements and amendments thereto reasonably necessary to insure the continued perfection and priority of the Security Trustee's security interest in the Collateral and which contain any other information required by Part 5 of Article 9 for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether each Issuer is an organization, the type of organization and any organization identification number issued to such Issuer. The Issuers agree to furnish any such information to the Security Trustee promptly upon request. Any such financing statements, continuation statements or amendments may be signed by the Security Trustee on behalf of the Issuer, as provided in Section 3.4, and may be filed at any time in any applicable jurisdiction.

### **6.2. *Other Perfection, etc.***

The Issuers shall at any time and from time to time, take such steps as the Security Trustee may reasonably request for the Security Trustee to insure the continued perfection and priority of the Security Trustee's security interest in any of the Collateral and of the preservation of its rights therein.

### **6.3. *Savings Clause.***

Nothing contained in this Section 6 shall be construed to narrow the scope of the Security Trustee's security interest in any of the Collateral or the perfection or priority thereof or to impair or otherwise limit any of the rights, powers, privileges or remedies of the Security Trustee or any Secured Party hereunder except (and then only to the extent) mandated by Article 9 to the extent then applicable.

## **SECTION 7. MISCELLANEOUS**

### **7.1. *Communications.***

All communications under this Agreement shall be in writing and shall be made to the Persons and addresses, and in the manner, provided in Section 8.1 of the Trust Agreement.

### **7.2. *Successors and Assigns.***

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. The provisions hereof are intended to be for the benefit of the Security Trustee and all holders of the Secured Obligations, and shall be enforceable by any such Person, whether or not an express assignment to such Person of rights hereunder shall have been made.

**7.3. *Waiver and Amendment.***

No provision of this Agreement shall be waived, amended, modified or supplemented except by a written instrument executed by the Issuers and the Security Trustee in accordance with Section 7 of the Trust Agreement.

**7.4. *Partial Invalidity.***

The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions contained herein unenforceable or invalid.

**7.5. *Duplicate Originals; Execution in Counterpart.***

Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts which, collectively, show execution by each party hereto shall constitute one duplicate original.

**7.6. *Subject to Trust Agreement.***

Any and all rights granted to the Security Trustee under this Agreement are to be held and exercised by the Security Trustee as security trustee for the benefit of the holders of the Secured Obligations pursuant to the provisions of the Trust Agreement. Each of the holders of the Secured Obligations shall be a beneficiary of the terms of this Agreement. Any and all obligations hereunder of the parties to this Agreement, and the rights and indemnities granted to the Security Trustee hereunder, are created and granted subject to, and in furtherance (and not in limitation) of, the terms of the Trust Agreement and the rights and indemnities of the holders of the Secured Obligations contained therein shall apply equally to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give to any Person other than the Issuers, the holders of the Secured Obligations and the Security Trustee any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the Issuers, the holders of the Secured Obligations and the Security Trustee. Notwithstanding anything herein to the contrary, the Security Trustee shall exercise its rights and powers subject to the direction of the holders of the Secured Obligations as provided in the Trust Agreement.

**7.7. *Power of Attorney.***

The Issuers hereby make, constitute and appoint the Security Trustee the true and lawful agent and attorney in fact of the Issuers, with full power of substitution

(a) if an Event of Default exists and any of the Secured Obligations shall be declared or shall otherwise become due prior to their stated maturity in accordance with the provisions of Section 8.2 of the Note Purchase Agreement, and to the fullest extent permitted by applicable law, to receive, open and dispose of all mail addressed to the

Issuers relating to the Collateral and remove therefrom any notes, checks, acceptances, drafts, money orders or other instruments included in the Collateral, with full power to endorse the name of the Issuers upon any such notes, checks, acceptances, drafts, money orders, instruments or other documents relating to the Collateral and to effect the deposit and collection thereof, and the further right and power to endorse the name of the Issuers on any document relating to the Collateral;

(b) if an Event of Default exists and any of the Secured Obligations shall be declared or shall otherwise become due prior to their stated maturity in accordance with the provisions of Section 8.2 of the Note Purchase Agreement, to sign the name of the Issuers to drafts against its debtors, to provide notices to such debtors, to file assignments and notices of assignments, financing statements, continuation statements or other public records or notices and to execute and deliver all other instruments and documents; and

(c) if an Event of Default exists and any of the Secured Obligations shall be declared or shall otherwise become due prior to their stated maturity in accordance with the provisions of Section 8.2 of the Note Purchase Agreement, (i) to sign the name of the Issuers to all applications, documents, papers and instruments necessary for the Security Trustee to use the Issuers' Copyrights, Patents or Trademarks, (ii) to practice, make, use or sell the inventions disclosed or claimed in any of the Issuers' Patents, (iii) to grant or issue any exclusive or nonexclusive license of any of the Copyrights, Patents or Trademarks to any third person, or (iv) to take any and all actions necessary for the Security Trustee to assign, pledge, convey or otherwise transfer title in or dispose of any of the Copyrights, Patents or Trademarks or any interests of the Issuers therein to any third person;

(d) after a request by the Security Trustee to take any reasonable action, and the failure or refusal of the Issuers to comply with such reasonable request within five days, to do any and all things necessary to take such action in the name and on behalf of the Issuers to carry out the provisions of this Agreement, including, without limitation, the grant of the security interest granted to the Security Trustee with respect to the Collateral and the Security Trustee's rights created under this Agreement.

The Issuers agree that, in the absence of willful wrongdoing or gross negligence, neither the Security Trustee nor any of its agents, designees or attorneys-in-fact will be liable for any acts of commission or omission, or for any error of judgment or mistake of fact or law with respect to the exercise of the power of attorney granted under this Section 7.7. The power of attorney granted under this Section 7.7 is coupled with an interest and shall be irrevocable so long as any Secured Obligation remains outstanding.

#### **7.8. Termination.**

At such time as all of the Secured Obligations have been finally paid and satisfied in full, this Agreement shall terminate and the Security Trustee shall, upon the written request and at the expense of the Issuers, execute and deliver to the Issuers all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Issuers the entire right, title and interest to the Collateral previously granted, assigned, transferred and

conveyed to the Security Trustee by the Issuers hereunder, including any Copyrights, Patents and Trademarks, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Security Trustee pursuant to this Agreement.

**[Remainder of page intentionally left blank; next page is signature page.]**

IN WITNESS WHEREOF, the Issuers have caused this Agreement to be executed by an authorized officer, and the Security Trustee has caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

**PACKERLAND PROCESSING  
COMPANY, INC. (formerly known as  
Packerland Packing Company, Inc.)**

By 

Name: Richard V. Vesta

Title: CEO, President and Secretary

**SUN LAND BEEF COMPANY**

By 

Name: Richard V. Vesta

Title: CEO, President and Secretary

**MURCO FOODS, INC.**

By 

Name: Richard V. Vesta

Title: CEO and Secretary

**STATE STREET BANK AND TRUST COMPANY,  
as Security Trustee**

By \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the Issuers have caused this Agreement to be executed by an authorized officer, and the Security Trustee has caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

**PACKERLAND PROCESSING  
COMPANY, INC. (formerly known as  
Packerland Packing Company, Inc.)**

By \_\_\_\_\_  
Name: Richard V. Vesta  
Title: CEO, President and Secretary

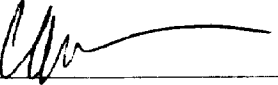
**SUN LAND BEEF COMPANY**

By \_\_\_\_\_  
Name: Richard V. Vesta  
Title: CEO, President and Secretary

**MURCO FOODS, INC.**

By \_\_\_\_\_  
Name: Richard V. Vesta  
Title: CEO and Secretary

**STATE STREET BANK AND TRUST COMPANY,  
as Security Trustee**

By  \_\_\_\_\_  
Name: CHI C. MA  
Title: VICE PRESIDENT



## **Schedule A**

### **Patents**

None.

**Schedule B****Trademarks*****Packerland*****U.S. Trademarks Issued**

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
Packerland Packing	1,869,793	12/27/94
PP	1,906,712	7/18/95
Showcase Supreme	1,914,233	8/22/95
SV	1,998,756	9/3/96
Simply Better Beef	2,034,067	1/28/97
Grand River	2,333,673	3/21/00

**U.S. Trademarks Applied For**

<u>Trademark</u>	<u>Application No.</u>	<u>Filed</u>
Western Reserve	75/553,215	9/15/98
Sun Land	75/763,121	7/29/99
Tricor	75/767,187	8/3/99
Murco	75/823,711	10/15/99
Natural Reserve	75/872,552	12/15/99
Grand River Ranch	76/009,831	3/24/00
Premium Preferred logo	76/087,361	7/11/00
Grand River Ranch and Design	76/088,438	7/13/00
Supreme Valu	78/073,155	7/10/01
Simply Better Value	78/073,157	7/10/01
Supreme Valu and Design	78/073,331	7/11/01

**Other Trademarks Issued**

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
Showcase Supreme (Korea)	331051	1/11/96
Showcase Supreme (Canada)	463558	9/20/96
Showcase Supreme (Japan)	4034221	7/25/97
Showcase Supreme (Korea)	377223	10/4/97
Showcase Supreme (Mexico)	221661	1/16/95

***Murco***

None.

***Sun Land***

None.

## **Schedule C**

### **Copyrights**

None.

## **Schedule D**

### **U.S. Filing Offices**

<b><u>Issuer</u></b>	<b><u>Filing Office</u></b>
Packerland	<ul style="list-style-type: none"><li>• Secretary of State of Delaware</li><li>• The office where deeds are recorded in Brown County, Wisconsin</li><li>• The office where deeds are recorded in Scotts Bluff County, Nebraska</li><li>• U.S. Patent and Trademark Office</li></ul>
Murco	<ul style="list-style-type: none"><li>• Secretary of State of Delaware</li><li>• The office where deeds are recorded in Kalamazoo County, Michigan and Allegan County, Michigan</li><li>• U.S. Patent and Trademark Office</li></ul>
Sun Land	<ul style="list-style-type: none"><li>• Secretary of State of Arizona</li><li>• The office where deeds are recorded in Maricopa County, Arizona</li><li>• U.S. Patent and Trademark Office</li></ul>

**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, , a corporation organized and existing under the laws of the State of \*, having a place of business at (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \*, a \* organized and existing under the laws of the State of \*, having a place of business at \* (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \* day of \*, 200\*.

\*

By: \_\_\_\_\_  
Title: \*

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \* day of \*, 200\*.

\*

By: \_\_\_\_\_  
Title: \*

COMMONWEALTH OR STATE OF \* \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \* \_\_\_\_\_ )

On this the \* day of \*, 200\*, before me appeared \*, the person who signed this instrument, who acknowledged that (s)he is the \* of and that being duly authorized (s)he signed such instrument as a free act on behalf of .

[Seal]

\_\_\_\_\_  
Notary Public  
My commission expires:

**Annex**

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**Registrations -- United States Patent and Trademark Office**

Trademark or Service Mark

Registration No.

Registration Date

*[List chronologically in ascending numerical order]*

**Pending Applications -- United States Patent and Trademark Office**

Trademark or Service Mark

Serial No.

Filing Date

*[List chronologically in ascending numerical order]*

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