

10-25-2001

OCT 15 2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼



101886592

T

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.

1. Name of conveying party(ies):

Harvest Meat Company, Inc. 121521

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 9/7/01

2. Name and address of receiving party(ies)

Name: Transamerica Business Capital Corporation,  
Internal as Agent

Address: \_\_\_\_\_

Street Address: 555 Theodore Fremd Avenue, C-301

City: Rye State: NY Zip: 10580

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,282,690

Additional number(s) attached  Yes  No

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

Name: Robert P. Blank, Esq.

Internal Address: Luskin, Stern & Eisler LLP

Street Address: 330 Madison Avenue, 34th floor

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert P. Blank

Name of Person Signing

Signature

10/9/01

Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002388 FRAME: 0513

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 7, 2001 (this "Agreement"), by each of the parties listed on the signature page(s) hereof (individually a "Grantor" and collectively the "Grantors"), in favor of Transamerica Business Capital Corporation, a Delaware corporation, as agent for the Lenders referred to below (in such capacity, the "Agent").

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

**WHEREAS**, Harvest Meat Company, Inc., a Delaware corporation ("Harvest"), and Western Boxed Meats Distributors, Inc., an Oregon corporation ("Western Boxed"; collectively with Harvest, the "Borrowers") are entering into a Loan and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms which are used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement) with Sand Dollar Holdings, Inc. ("Sand Dollar"), as Administrative Borrower, the Agent and the lenders from time to time party thereto (the "Lenders") pursuant to which the Lenders have agreed, among other things, to make Loans to, and to provide for the issuance of Letters of Credit for the account of, the Borrowers, subject to the terms and conditions set forth in the Loan Agreement;

**WHEREAS**, Sand Dollar is, directly or indirectly, the beneficial owner of all the shares of capital stock of the Borrowers, has an interest in the financial affairs and well being of each Borrower and will benefit from the transactions contemplated by the Loan Agreement;

**WHEREAS**, each other Grantor is a wholly-owned direct or indirect subsidiary of Sand Dollar, the ultimate shareholder, directly or indirectly, of both Borrowers, and therefore each other Grantor also has an interest in the financial affairs and well being of each Borrower and will benefit from the Loan Agreement; and

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to make Loans to, and to provide for the issuance of Letters of Credit for the account of, the Borrowers that each Grantor shall have executed and delivered this Agreement in favor of and for the benefit of the Agent.

**NOW, THEREFORE**, in consideration of the promises contained herein and to induce the Lenders to enter into the Loan Agreement and to make Loans to, and to provide for the issuance of Letters of Credit for the account of, the Borrowers thereunder, the Grantor hereby agrees as follows:

## AGREEMENT

### SECTION 1. Security for Obligations.

(a) Security Interest in Patents. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Grantor hereby grants and conveys to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of the now owned and hereafter acquired United States and foreign patents and all patent and design patent applications, and all issues, reissues, re-examinations, continuations, continuations-in-part or divisions thereof, and all proceeds thereof (hereinafter collectively referred to as the "Patents"). All unexpired patents and all currently pending patent applications in which such Grantor has an ownership interest are listed on Schedule A. Each Grantor hereby further grants, assigns and conveys to the Agent, for the ratable benefit of the Lenders, a valid security interest, having priority over all other security interests (other than Permitted Liens), in all of the right, title and interest of such Grantor in and to all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Patents.

(b) Security Interest in Trademarks. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Grantor hereby grants and conveys to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same (other than applications based on intent to use where no affidavit of use has yet been filed), and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof (hereinafter collectively referred to as the "Trademarks"). All trademark registrations and all currently pending trademark applications in which such Grantor has an ownership interest and all foreign trademark registrations and all currently pending trademark applications in which such Grantor has an ownership interest, are listed on Schedule B. Each Grantor hereby further grants to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in and to (i) all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks, (ii) all rights during the term of this Agreement to sue, collect and retain for the Agent's benefit damages and payments for past or future infringements of the Trademarks and (iii) all rights under or ownership interest in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, except such license agreements for which consent is required from a third party to grant such security interest and which has not been obtained, copies of which license agreements will be furnished by such Grantor to the Agent upon the Agent's request.

(c) Security Interest in Copyrights. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of

all of the Obligations, each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired copyrights, and all registrations and applications to register the same, all renewals thereof, any written agreement, naming such Grantor as licensor or licensee, granting any right under any copyright, any work which is or may be subject to copyright protection pursuant to Title 17 of the U.S. Code, and all physical things embodying such works (including, without limitation, copies thereof) created or otherwise used in the business of such Grantor, and all proceeds thereof (hereinafter collectively referred to as the "Copyrights"). All copyright registrations and all currently pending copyright applications in which such Grantor has an ownership interest are listed on Schedule C. Each Grantor hereby further grants to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in and to all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Copyrights and in and to all rights during the term of this Agreement to sue, collect and retain for the Grantor's benefit damages and payments for past or future infringements of the Copyrights.

(d) Security Interest in Proprietary Information. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired inventions, discoveries, trade secrets, improvements, processes, methods, formulae, applications, ideas, know-how, customer lists, corporate and other business records, license rights, advertising materials, operating manuals, sales literature, drawings, specifications, descriptions, name plates, catalogues, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, engineering contracts, proprietary information, and goodwill (and all other assets which uniquely reflect such goodwill), and to all income, royalties, damages and payments now and hereafter due or payable therefor or in respect thereof and all proceeds thereof (collectively, the "Proprietary Information" and, together with the Patents, the Trademarks, the Copyrights and all other assets described above, the "Intellectual Property Collateral").

(e) Certain Exclusions from Grant of Security Interests. Anything in this Agreement to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of security interests shall not extend to, and the term "Copyrights" shall not include, any item of Copyrights described in Section 1(c) above that is now or hereafter held by a Grantor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of security interests, such Grantor's rights in or with respect to such item of Copyrights would be forfeited or would become void, voidable, terminable, or revocable, or if such Grantor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Copyrights pursuant to the restrictions in the underlying license or other agreement that governs such item of Copyrights; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9-406(d) of the Code; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied or prevented by such Grantor using its reasonable efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the

foregoing grant, assignment, transfer, and conveyance of security interests shall extend to, and the term "Copyrights" shall include, (A) any and all proceeds of such item of Copyrights and (B) upon any such licensor's or other applicable party's consent with respect to any such otherwise excluded item of Copyrights being obtained, thereafter such item of Copyrights as well as any proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of security interests.

(f) Obligations Secured. Anything contained in this Agreement to the contrary notwithstanding, in the case of each Grantor other than Sand Dollar, the amount of the Obligations of such Grantor secured by the Lien created by this Agreement shall be the aggregate amount of the Obligations unless a court of competent jurisdiction adjudicates such Grantor's Obligations (or the amount thereof) to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers), in which case the amount of the Obligations of such Grantor secured by the Lien created hereby shall be limited to the maximum amount that could be secured by such Lien without rendering such Grantor's Obligations (or the amount thereof) secured by such Lien invalid or unenforceable under such applicable law.

## **SECTION 2. Representations, Warranties and Covenants of the Grantors.**

(a) Each Grantor is and will continue to be the owner of all its Intellectual Property Collateral, free from any adverse claim, security interest, lien or encumbrance in favor of any Person except for the security interest granted under the Loan Documents, Permitted Liens and where the failure to do so could have a Material Adverse Effect.

(b) None of the Intellectual Property Collateral is or shall become subject to any lien, security interest or other encumbrance in favor of any Person other than the Lien of the Agent and Permitted Liens, and each Grantor agrees not to license, transfer, convey or encumber any interest in or to its Intellectual Property Collateral except as permitted by the Loan Agreement. Notwithstanding the foregoing, each Grantor shall be permitted to license (on a non-exclusive basis) any of its Trademarks in the ordinary course of business to (i) third parties for the sole purpose of manufacturing, marketing, advertising, distributing or selling goods or (ii) third parties that do not manufacture, market, advertise, distribute, or sell goods in the United States or to others for sale in the United States. Any license of the Intellectual Property Collateral granted by a Grantor after the effective date of the Loan Agreement (each, a "License") shall be in writing and shall not prohibit such Grantor from assigning, transferring, selling, sublicensing or otherwise disposing of all or any of its right, title and interest thereunder to the Agent or its designees in accordance with Section 4 hereof.

(c) No Grantor has made any previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment, transfer, or encumbrance of any of its Intellectual Property Collateral.

(d) There is no financing statement or other document or instrument now signed or on file in any public office granting a security interest in or otherwise encumbering any part of the Intellectual Property Collateral, except those showing the Agent as secured party. So long as any Obligations, including in respect of Letters of Credit, remain

outstanding or any Commitments remain in effect, no Grantor will execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of the Agent and except for the grant of any license.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Agent concerning the Intellectual Property Collateral and proceeds thereof is and will be accurate and correct in all material respects.

(f) All Intellectual Property Collateral consisting of applications for Patents and for registrations of Trademarks and Copyrights has been duly and properly filed and all Intellectual Property Collateral consisting of issued or granted Patents and of registrations of Trademarks and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) has been duly and properly maintained, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(g) During the term of this Agreement, each Grantor shall quarterly, or more frequently as the Agent shall request, provide written notice to the Agent identifying: (i) all United States patent applications filed by it or patents issued to it or acquired by it during the prior calendar quarter or preceding period, as the case may be, (ii) all trademark applications filed by it or trademark registrations issued to it or acquired by it during the prior calendar quarter or preceding period, as the case may be, and (iii) all United States copyright applications filed by it or copyright registrations issued to it or acquired by it during the prior calendar quarter or preceding period, as the case may be. Each Grantor authorizes the Agent to take all actions necessary or appropriate to perfect a security interest in such future Patents, Trademarks or Copyrights including, without limitation, unilaterally amending Schedule A, B or C to include such future Patents, Trademarks or Copyrights. Each Grantor shall, at the Agent's request, execute and deliver to the Agent any documentation as may reasonably be required to perfect such security interest in such future Patents, Trademarks or Copyrights.

(h) No Grantor shall take any action, or permit any action to be taken by others subject to such Grantor's control, including any licensees, or fail to take any action, or permit others subject to such Grantor's control, including any licensees, to fail to take any action, subject to the provisions of Section 2(g), which would, in the case of any such actions or failures to act taken singly or together, adversely affect the validity, grant or enforceability of the security interest granted to the Agent herein.

(i) Each Grantor shall promptly notify the Agent, in writing, of any suit, action, proceeding, claim or counterclaim brought against such Grantor that could reasonably be expected to materially affect adversely the Intellectual Property Collateral, and shall, on request, deliver to the Agent a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep the Agent duly advised in writing of the progress of any such suit.

(j) If requested by the Agent, each Grantor shall provide the Agent with a complete report with respect to its Intellectual Property Collateral and all licenses thereof granted by such Grantor. Upon request by the Agent, each Grantor shall deliver to counsel for

the Agent copies of any such Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of the Intellectual Property Collateral.

(k) Each Grantor shall notify the Agent in writing at its address and in the manner set forth in Section 15 of the Pledge Agreement of at least 30 days prior to any proposed voluntary abandonment of any of its Intellectual Property Collateral and obtain the prior written consent of the Agent thereto, provided that the Agent's consent shall not be required where such abandonment could not reasonably be expected to have a Material Adverse Effect.

(l) During the term of this Agreement, each Grantor agrees:

(i) whenever any of the registered Trademarks is used by or on behalf of such Grantor, if practicable and to the extent consistent with past practice, to affix or cause to be affixed a notice that the mark is a registered trademark or service mark, which notice shall be in a form accepted or required by the trademark marking laws of each country in which the mark is so used and registered; and

(ii) whenever any of the underlying works covered by registered Copyrights is published or distributed by or on behalf of such Grantor (only to the extent required under the laws of the relevant countries, jurisdictions, territories, or international accords) to affix or cause to be affixed a notice that such underlying works are so covered, which notice shall be in a form accepted or required by the copyright laws of such country in which such underlying works are so published or distributed and registered.

(m) Subject to the provisions of Section 4(g) hereof, all income, royalties, payments and damages due and payable to a Grantor under or in respect of the Intellectual Property Collateral shall be paid to such Grantor.

(n) Each Grantor agrees, upon the request by the Agent, during the term of this Agreement:

(i) to execute, acknowledge and deliver all additional instruments and documents reasonably necessary to effect the purposes and intents of this Agreement, in a form reasonably acceptable to counsel for the Agent; and

(ii) to do all such other acts as may be necessary to carry out the purposes and intents of this Agreement, and to create, evidence, perfect (except to the extent not perfectible by using commercially reasonable efforts pursuant to the laws of the relevant country, jurisdiction or territory) and continue the security interests of the Agent in its Intellectual Property Collateral.

Without limiting the generality of the foregoing, such Grantor:

(A) authorizes the Agent, in the Agent's sole discretion, to modify this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending Schedule A, B or C hereto to include a reference to any right, title or interest in any existing Copyright, Patent or Trademark acquired or developed by such Grantor after the execution hereof, or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which such Grantor no longer has or claims any right, title or interest; and

(B) hereby authorizes the Agent, in the Agent's sole discretion, to file one or more initial financing or continuation statements or other notices of security interest, and amendments thereto, relative to all or any portion of the Intellectual Property Collateral without the signature of the Grantor where permitted by law, in all jurisdictions and with all filing offices as the Agent may determine, in its sole discretion, are necessary or advisable to perfect any security interest created or contemplated hereby, including by filing any initial financing or continuation statements, and amendments thereto, describing the Intellectual Property Collateral in supergeneric terms, such as "all debtor's personal property."

(o) Each Grantor represents and warrants to the Agent that:

(i) the security interests granted to the Agent hereunder in United States patents and patent applications (the "U.S. Patents") and in the United States trademark registrations and applications (the "U.S. Trademarks"), upon the filing of appropriate filings with the United States Patent and Trademark Office (the "PTO") and appropriate financing statements under the Code, shall constitute first priority, perfected security interests in the U.S. Patents and U.S. Trademarks; provided, however, that recordation, filing or registration of such security interests may be required to perfect such security interest in U.S. Patents and U.S. Trademarks acquired by such Grantor after the date hereof;

(ii) the security interest granted to the Agent hereunder in the registered Copyrights and Copyright applications (the "U.S. Copyrights"), upon the filing of appropriate filings with the United States Copyright Office and appropriate financing statements under the Code, shall constitute a first priority, perfected security interest in the U.S. Copyrights; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Copyrights acquired by such Grantor after the date hereof; and

(iii) the security interest granted to the Agent hereunder in the Proprietary Information located in the United States, upon the filing of any appropriate filings with the PTO or United States Copyright Office and appropriate financing statements under the Code, shall constitute a first priority, perfected security interest in such Proprietary Information, to the extent that a first security interest can be created through such filings; provided, however, that recordation, filing or registration of such security interest may be required to

perfect such security interest in the Proprietary Information acquired by such Grantor after the date hereof.

**SECTION 3. Indemnity.** Each Grantor agrees to indemnify the Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement and any actions taken pursuant to Section 4 hereof or any failure to act thereunder), except for claims, losses or liabilities resulting from the gross negligence or willful misconduct of the Agent.

**SECTION 4. Rights and Remedies Upon an Event of Default.**

(a) If any Event of Default shall have occurred and be continuing, then and in every such case, the Agent, in addition to other rights and remedies provided for herein and any rights now or hereafter existing under applicable law, shall have all rights and remedies as a secured creditor under the Code in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Intellectual Property Collateral or any part thereof, from any Grantor or any other Person who then has possession of any part thereof, with or without notice or process of law, and for that purpose may enter upon such Grantor's premises where any of the Intellectual Property Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of such Grantor;

(ii) sell, assign or otherwise liquidate, or direct any Grantor to sell, assign or otherwise liquidate, any or all of the Intellectual Property Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment or liquidation;

(b) Any collateral repossessed by the Agent under or pursuant to Section 4(a) and any other Intellectual Property Collateral whether or not so repossessed by the Agent may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Agent may determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than ten days' written notice to the applicable Grantor. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than ten days' written notice to such Grantor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the option of the Agent, be subject to reserve), after publication of notice of such auction not less than ten days prior thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. To the extent permitted by any such requirement of law, the Agent may bid for and become the purchaser of the Intellectual Property Collateral or any item thereof offered for sale in accordance with this Section without accountability to such Grantor (except to the extent of surplus money received). If the Agent shall be required to make disposition of the Intellectual Property Collateral within a period of time which does not permit the giving of notice to such Grantor as hereinabove specified, the Agent need give such Grantor only such notice of

disposition as shall be reasonably practicable. The Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right at any time to make any payments and do any other acts the Agent may deem necessary to protect its security interests in the Intellectual Property Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any Lien which appears to be prior to or superior to the security interests granted hereunder, and appear in and defend any action or proceeding purporting to affect its security interests in, or the value of, the Intellectual Property Collateral. Each Grantor hereby agrees to reimburse the Agent for all payments made and expenses incurred under this subsection (c) including reasonable fees, expenses and disbursements of attorneys and paralegals acting for the Agent, including any of the foregoing payments under, or acts taken to protect its security interests in, the Intellectual Property Collateral, which amounts shall be secured under this Agreement, and agrees that it shall be bound by any payment made or act taken by the Agent hereunder absent the Agent's gross negligence or willful misconduct. The Agent shall have no obligation to make any of the foregoing payments or perform any of the foregoing acts.

(d) Each Grantor hereby irrevocably authorizes and appoints the Agent, or any Person or agent the Agent may designate, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such Grantor's cost and expense, in the Agent's discretion, to, upon the occurrence and during the continuance of an Event of Default, take any action and to execute any instrument that the Agent may deem necessary to accomplish the purposes and intents of this Agreement and to exercise all of the following powers, which powers, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been indefeasibly paid and satisfied in full:

(i) ask for, demand, collect, bring suit, recover, compromise, administer, accelerate or extend the time of payment, issue credits, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(ii) receive, take, endorse, negotiate, sign, assign and deliver and collect any checks, notes, drafts or other instruments, documents and chattel paper, in connection with clause (i) above;

(iii) receive, open and dispose of all mail addressed to such Grantor and notify postal authorities to change the address for delivery thereof to such address as the Agent may designate;

(iv) give customers indebted on the Intellectual Property Collateral of such Grantor notice of the Agent's interest therein, instruct such customers to make payment directly to the Agent for such Grantor's account or request, at any time from customers indebted on the Intellectual Property

Collateral, verification of information concerning the Intellectual Property Collateral and the amounts owing thereon;

- (v) convey any item of Intellectual Property Collateral to any purchaser thereof;
- (vi) record any instruments under Section 2(g) hereof;
- (vii) make any payments or take any acts under Section 4(c) hereof; and
- (viii) file any claims or take any action or institute any proceedings that the Agent may deem necessary for the collection of any of the Intellectual Property Collateral or otherwise to enforce the rights of the Agent with respect to any of the Intellectual Property Collateral.

The Agent's authority under this Section shall include, without limitation, the authority to execute and give receipt for any certificate of ownership or any document, transfer title to any item of Intellectual Property Collateral, sign any Grantor's name on or any documents necessary to preserve, protect or perfect the security interest in the Intellectual Property Collateral and to file the same, prepare, file and sign any Grantor's name on any notice of lien, assignment or satisfaction of lien or similar document in connection with any Intellectual Property Collateral and prepare, file and sign any Grantor's name on a proof of claim in bankruptcy or similar document against any obligor of such Grantor, and to take any other actions arising from or incident to the rights, powers and remedies granted to the Agent in this Agreement. This power of attorney is coupled with an interest and is irrevocable by the Grantors.

(e) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Collateral shall be applied by the Agent against the Obligations in such order as the Agent may determine.

(f) Upon the occurrence and during the continuance of an Event of Default, all income, royalties, payments and damages under or in respect of the Intellectual Property Collateral, if any, received thereafter shall be held by each Grantor in trust for the benefit of the Agent, separate from such Grantor's own property or funds and immediately turned over to the Agent with proper assignments or endorsements. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right to notify payors of income, royalties, payments and damages under or in respect of the Intellectual Property Collateral to make payment directly to the Agent.

(g) Each and every right, power and remedy hereby specifically given to the Agent shall be in addition to every other right, power and remedy specifically given under this Agreement or under the other Loan Documents or now or hereafter existing at law or in equity, or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other right, power or remedy. No delay or omission

of the Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or any acquiescence therein.

**SECTION 5. Miscellaneous Provisions.**

(a) Notices. All notices and other communications hereunder shall be in writing and given in the manner and at the address set forth in Section 15 of the Pledge Agreement for a "Pledgor" (as defined in the Pledge Agreement).

(b) Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect, in that jurisdiction only, such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

(d) Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and any consent to any departure by a Grantor from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by such Grantor and the Agent and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) Interpretation. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Loan Agreement shall have the meaning set forth in the Code, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with herein with more specificity, the Loan Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(f) Continuing Security Interest. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (i) remain in full force and effect until the indefeasible payment in full in cash of the Obligations and the termination of the Commitments and all outstanding Letters of Credit, (ii) be binding upon each Grantor and its successors and assigns and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, for the ratable benefit of the Lenders, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Agent may, in accordance with the terms of the Loan Agreement, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement to any other Person that is a successor to the Agent under the Loan Agreement, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Agent herein or otherwise, in each case as provided in the Loan Agreement.

(g) Reinstatement. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated if at any time any amount received by the Agent or any Lender in respect of the Obligations is rescinded or must otherwise be restored or returned by the Agent or any Lender upon the occurrence or during the pendency of any bankruptcy, reorganization or other similar proceeding applicable to the Grantor, or upon or during the occurrence of any dissolution, liquidation or winding up of a Grantor, all as though such payments had not been made.

(h) Survival of Provisions. All representations, warranties and covenants of the Grantors contained herein shall terminate only upon the full and final payment and performance of the Obligations secured hereby and termination of the Commitments.

(i) Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor and shall constitute Obligations secured by this Agreement.

(j) GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT FEDERAL LAW IS APPLICABLE.

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

HARVEST MEAT COMPANY, INC.

By: Kevin E. Leavy  
Name: KEVIN E. LEAVY  
Title: PRESIDENT

WESTERN BOXED MEATS DISTRIBUTORS, INC.

By: John J. Leavy  
Name: JOHN J. LEAVY  
Title: CHIEF EXECUTIVE OFFICER

SAND DOLLAR HOLDINGS, INC.

By: Kevin E. Leavy  
Name: KEVIN E. LEAVY  
Title: SECRETARY

AAS HOLDING CO., INC.

By: John J. Leavy  
Name: JOHN J. LEAVY  
Title: CHIEF EXECUTIVE OFFICER

CASCADE FOOD BROKERS, INC.

By: John J. Leavy  
Name: JOHN J. LEAVY  
Title: CHIEF EXECUTIVE OFFICER

**Patents**

**U.S. PATENT APPLICATIONS**

None.

**U.S. PATENTS**

None.

**FOREIGN PATENTS**

None.

**Trademarks**

**U.S. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>NO.</b>	<b>ISSUE DATE</b>	<b>EXPIRATION/ RENEWAL DATE</b>
Iowa Gold	1,282,690	6/19/94	6/19/04

**FOREIGN TRADEMARK REGISTRATIONS**

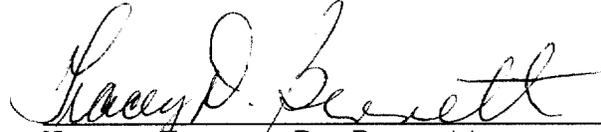
**None.**

Copyright Registrations

None.

**Certificate of Express Mail Under 37 C.F.R. §1.10**

The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service as Express Mail Label No. EK013089355US, Postage Prepaid, in an Envelope Addressed to: Box Assignments, U.S. Patent and Trademark Office, Washington, D.C. 20231 on this 12th day of October, 2001.



Name: Tracey D. Bennett  
Express Mail No: EK013089355US  
Date of Deposit: 10/12/01