

12-03-2002

12-302

Form PTO-1594

(Rev. 03/01)

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EET  
YU.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):

Davisco Foods International, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State MN  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 11/27/02

## 2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association, as Agent

Internal

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

Street Address: 135 S. LaSalle Street

City: Chicago State: IL Zip: 60603

- ☐ 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) N/A

B. Trademark Registration No.(s) See Continuation of Item 4 attached hereto

Additional number(s) attached ☒ Yes ☐ No

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

Name: Linda R. Kastner

Internal Address: c/o Latham &amp; Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

## 6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Linda R. Kastner

Name of Person Signing

  
 Signature

12/2/02

Date

Total number of pages including cover sheet, attachments, and document: 16

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

12/04/2002 BT0N11 00000047 2155020

01 FC:8521  
02 FC:852240.00 OP  
175.00 OPTRADEMARK  
REEL: 002626 FRAME: 0464

CONTINUATION OF ITEM 4

TRADEMARK REGISTRATION NUMBERS

2,155,020

2,156,884

2,156,885

2,156,887

2,156,886

2,156,888

2,292,247

2,396,681

## **TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of November 27 2002, by DAVISCO FOODS INTERNATIONAL, INC., a Minnesota corporation ("Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as Agent for the Banks.

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

WHEREAS, the Grantor has entered into a Credit Agreement dated as of November 27, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Banks and the Agent, pursuant to which such Banks have agreed to make Loans to, and issue or participate in Letters of Credit for the account of the Grantor;

WHEREAS, Agent and the Banks are willing to make the Loans and to issue or participate in Letters of Credit for the account of the Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Banks, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to Section 6 of the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Banks, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by the Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by the Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, 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 (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself, each Bank and any Affiliate of such a Bank which is a party to a Hedging Agreement with the Company, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

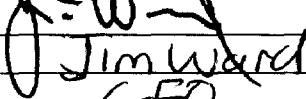
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[Signature page follows]**

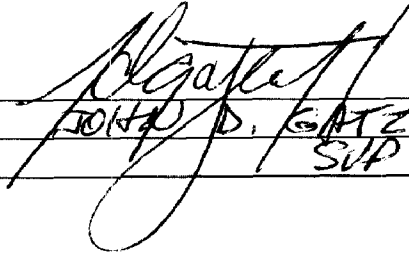
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DAVISCO FOODS INTERNATIONAL, INC.**

By:   
Name: Jim Ward  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

**LASALLE BANK NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: JOHN D. GATZLAFF  
Title: SVP

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

1. *VersaPRO* as evidenced by trademark #2,155,020.
2. *VersaPRO C* as evidenced by trademark #2,156,884.
3. *VersaPRO D* as evidenced by trademark #2,156,885.
4. *VersaPRO M* as evidenced by trademark #2,156,887.
5. *VersaPRO N* as evidenced by trademark #2,156,886.
6. *VersaPRO S* as evidenced by trademark #2,156,888.
7. *BiPRO* as evidenced by trademark #2,292,247.
8. "BiPro the Original & Patented Ion-Exchange Whey Protein" as evidenced by trademark #2,292,247.
9. Davisco Foods International, inc. (design plus circular globe shape in rectangular box) as evidenced by trademark #2,396,681.