

03-13-2003



Form PTO-1594
(Rev. 10/02)
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102388207 COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

3-13-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3.13.03
Buckeye Feed Mills, Inc.

- Individual(s)
- General Partnership
- Corporation-State (Ohio)
- 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: March 7, 2003

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association

Internal Address: _____
Address: _____

Street Address: 3201 North Ashland Avenue

City: Chicago State: IL Zip: 60657

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

Other National banking association

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) _____

2,262,136

Additional number(s) attached Yes No

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

Name: Diana Y. Tsai, Esq.

Internal Address: Schwartz, Cooper,
Greenberger & Krauss

Street Address: 180 North LaSalle Street

Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$465.00

- Enclosed
- Authorized to be charged to deposit account _____

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Diana Y. Tsai
Name of Person Signing

Diana Y. Tsai
Signature

3/12/03
Date

Total number of pages including cover sheet, attachments, and document: 11

03/13/2003 TBIAZI 0000093 2262136

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

01 FC:8521
02 FC:8522

40.00 OP
425.00 OP

TRADEMARK
REEL: 002689 FRAME: 0393

ATTACHMENT
to Recordation Form Cover Sheet

Continuation of Item 4. Application Number(s) or Registration Number(s)

Trademark Description	Trademark Application/ Registration No.	Application Date
BUCKEYE EQUINE ENERGY A HIGH ENERGY FORMULA FOR STRENGTH & ENDURANCE (and design related thereto)	Serial # 73/718,935 Reg. # 1,522,347	January 31, 1989
BUCKEYE FELINE SUPREME	Serial # 74/253,286 Reg. # 1,796,044	September 28, 1993
BUCKEYE NUTRITION (and design related thereto)	Serial # 75/356,532 Reg. # 2,358,091	June 13, 2000
Design	Serial # 73/507,938 Reg. # 1,367,982	October 29, 1985
Design	Serial # 75/356,531 Reg. # 2,373,314	August 1, 2000
BUCKEY SUPER BITS	Serial # 73/733,034 Reg. # 1,532,278	March 28, 1989
FOAL-AIDE	Serial # 74/123,963 Reg. # 1,709,153	August 18, 1992
GOLD'N BITS	Serial # 73/506,699 Reg. # 1,366,951	October 22, 1985
GRASS-PLUS	Serial # 74/019,676 Reg. #1,615,103	September 25, 1990
GRO'N WIN	Serial # 73/548,920 Reg. # 1,385,718	March 11, 1986
MATURITY/SENIOR FORMULA	Serial # 78,011,143 Reg. # 2,533,061	January 22, 2002
MUSTANG	Serial # 75/021,986 Reg. #2,131,662	January 27, 1998

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of this 7th day of March, 2003, by Buckeye Feed Mills, Inc., an Ohio corporation ("Buckeye") and Project Explorer Corporation, a Delaware corporation ("PEC," and collectively with Buckeye, Milk Specialties Company, a Delaware corporation, and MS BioScience, Inc., a Delaware corporation, the "Borrowers") in favor of LaSalle Bank National Association, with an office at 3201 North Ashland Avenue, Chicago, Illinois 60657 ("Lender"):

W I T N E S S E T H

WHEREAS, Borrowers and Lender are parties to a certain Amended and Restated Loan and Security Agreement of even date herewith (as further amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Borrower to Lender of a security interest in certain of such Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Buckeye and PEC agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Buckeye and PEC each hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Borrower's entire right, title and interest in and to all of its now-owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A-1 (with respect to Buckeye) and Schedule A-2 (with respect to PEC) attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Buckeye and PEC each warrants and represents to Lender that:

(a) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(b) such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by such Borrower not to sue third persons;

(c) such Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(d) such Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Buckeye and PEC each agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, such Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Buckeye and PEC each represents and warrants that, based on a diligent investigation by such Borrower, the Trademarks listed on Schedule A-1 (with respect to Buckeye) and Schedule A-2 (with respect to PEC), constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Borrower. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, such Borrower shall (i) become aware of any existing Trademarks of which such Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Borrower shall give to Lender prompt written notice thereof. Buckeye and PEC each hereby authorizes Lender to modify this Security Agreement by amending on Schedule A-1 (with respect to Buckeye) and Schedule A-2 (with respect to PEC) to include any such Trademarks.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Buckeye and PEC each agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to such Borrower.

7. Product Quality. Buckeye and PEC each agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Buckeye and PEC each agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing

Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrowers and until paid shall constitute Liabilities.

10. Duties of Borrower. Buckeye and PEC each shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the obligations under this Section 10 shall be borne by Borrowers.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Buckeye and PEC each shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between any Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Buckeye and PEC each hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power to (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any

other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Buckeye and PEC each hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Buckeye and PEC each acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each of Buckeye and PEC and their respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

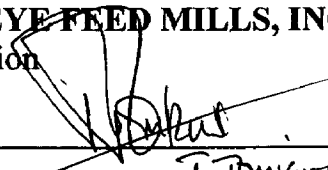
19. Further Assurances. Buckeye and PEC each agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of each of Buckeye and PEC contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

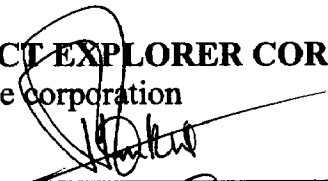
[Balance of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Buckeye and PEC each has duly executed this Trademark Security Agreement as of the date first written above.

BUCKEYE FEED MILLS, INC., an Ohio corporation


By 
Name T. Tomkins
Its PEC CEO

PROJECT EXPLORER CORPORATION, a Delaware corporation

By 
Name T. Tomkins
Its PEC CEO

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By 
Name Richard S. Fite
Its VP

SCHEDULE A-1

BUCKEYE FEED MILLS, INC.

TRADEMARK REGISTRATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
BUCKEYE	Serial # 75/356,843 Reg. # 2,262,136	July 20, 1999
BUCKEYE EQUINE ENERGY A HIGH ENERGY FORMULA FOR STRENGTH & ENDURANCE (and design related thereto)	Serial # 73/718,935 Reg. # 1,522,347	January 31, 1989
BUCKEYE FELINE SUPREME	Serial # 74/253,286 Reg. # 1,796,044	September 28, 1993
BUCKEYE NUTRITION (and design related thereto)	Serial # 75/356,532 Reg. # 2, 358, 091	June 13, 2000
Design	Serial # 73/507,938 Reg. # 1,367,982	October 29, 1985
Design	Serial # 75/356,531 Reg. # 2,373,314	August 1, 2000
BUCKEY SUPER BITS	Serial # 73/733,034 Reg. # 1,532,278	March 28, 1989
FOAL-AIDE	Serial # 74/123, 963 Reg. # 1,709,153	August 18, 1992
GOLD'N BITS	Serial # 73/506, 699 Reg. # 1,366,951	October 22, 1985
GRASS-PLUS	Serial # 74/019,676 Reg. #1,615,103	September 25, 1990
GRO'N WIN	Serial # 73/548,920 Reg. # 1,385,718	March 11, 1986
MATURITY/SENIOR FORMULA	Serial # 78,011,143 Reg. # 2,533,061	January 22, 2002
MUSTANG	Serial # 75/021,986 Reg. #2,131,662	January 27, 1998
PERFORM' N WIN	Serial # 75/742,548 Reg. # 2,330,011	March 14, 2000
PRO-BITS	Serial # 75/723,520 Reg. # 2,324,668	February 29, 2000
SHINE'N WIN	Serial # 74/558,398 Reg. # 1,962,464	March 12, 1996
SHO'N WIN	Serial # 74/454,011 Reg. # 1,909,407	August 1, 1995

TRADEMARK APPLICATIONS

Trademark Application
Description

U.S. Application No.

Date Applied

CAPSTONE NUTRITION, INC.

76/179,666

December 12, 2000

SCHEDULE A-2

PROJECT EXPLORER CORPORATION

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
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None

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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None

Trademark Description	Trademark Application/ Registration No.	Application Date
PERFORM' N WIN	Serial # 75/742,548 Reg. # 2,330,011	March 14, 2000
PRO-BITS	Serial # 75/723,520 Reg. # 2,324,668	February 29, 2000
SHINE'N WIN	Serial # 74/558,398 Reg. # 1,962,464	March 12, 1996
SHO'N WIN	Serial # 74/454,011 Reg. # 1,909,407	August 1, 1995
CAPSTONE NUTRITION, INC.	Serial # 76/179,666	December 12, 2000