

08-27-2003

8-26-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102528840

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

1. Name of conveying party(ies): Young Pecan Shelling Company, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State South Carolina [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: LaSalle Business Credit, LLC, Agent Internal Address: One Buckhead Plaza, Suite 890 Street Address: 3060 Peachtree Rd. City: Atlanta State: GA Zip: 30305 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Limited Liability Company 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

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Trademark Security Agreement Execution Date: 8/20/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76,423,837; 76429684; 75,578,447 B. Trademark Registration No.(s) 1,940,566; 2,295,863; 1,483,696 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gerald T. Woods Internal Address: Street Address: 191 Peachtree St. City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41) \$ 335.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 892140.00 852775.00 8523120.00 (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.

Gerald T. Woods Name of Person Signing

[Signature]

8/21/03 Date

Total number of pages including cover sheet, attachments, and document: 10

08/27/2003 ECDOPER 00000198 76423837

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

01 FC:8521 40.00 DP 02 FC:8522 125.00 DP 03 FC:8524 120.00 DP

TRADEMARK REEL: 002705 FRAME: 0501

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of August 20, 2003, by Young Pecan Shelling Company, Inc. a South Carolina corporation ("Borrower"), in favor of LaSalle Business Credit, LLC. ("LBC"), not individually but as agent for Standard Federal Bank National Association and for the other financial institutions from time to time parties to the Loan Agreement (as hereinafter defined) ("Lenders") (LBC, acting in such capacity, herein called "Agent") with an office at One Buckhead Plaza, 3060 Peachtree Road, Suite 890, Atlanta, Georgia 30305.

Reference is made to that certain Loan and Security Agreement, dated as of August 15, 2003, made among Borrower, Lenders and Agent (as it may be amended or modified from time to time, the "Loan Agreement"). Capitalized terms used herein (including those terms set off by quotes above), but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement. The Loan Agreement provides (i) for Lenders, from time to time, to make Revolving Loans to Borrower, and (ii) for the grant by Borrower to Agent of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications as security therefor;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Agent, and hereby reaffirms its prior grant to Agent pursuant to the Loan Agreement of, a continuing security interest in 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 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 the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent that:

(i) 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, other than those Trademarks which are noted on Schedule A as being "likely to be abandoned";

(ii) 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 Borrower not to sue third persons, except for Permitted Encumbrances;

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

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

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower shall not, without the prior written consent of Agent, 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 Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A 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 Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Loan Agreement has been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, 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 Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Loan Agreement. Borrower agrees that upon the occurrence and during the continuance of an Event of Default and the acceleration of the Liabilities pursuant to Section 16 of the Loan Agreement, the use by Agent of all Trademarks in connection with the enforcement of Agent's rights therein or in the other Collateral pursuant to the Loan Agreement and the Other Agreements shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower 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 and the acceleration

of the Liabilities pursuant to Section 16 of the Loan Agreement, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right in connection with the enforcement of Agent's rights in the Trademarks or in the other Collateral pursuant to the Loan Agreement and the Other Agreements to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Loan Agreement, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Agreement.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent 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 Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, as commercially reasonable, until Borrower's Liabilities shall have been paid in full and the Loan Agreement has 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 Borrower's Liabilities under this Section 10 shall be borne by Borrower.

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

12. Waivers. No course of dealing between Borrower, Lenders or Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under the Loan Agreement 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 Loan Agreement. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default and the acceleration of the Liabilities pursuant to Section 16 of the Loan Agreement, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, 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. Borrower 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 Borrower's Liabilities shall have been paid in full and the Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, 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 Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and 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. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent 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 Borrower 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 Loan Agreement.

[signature page follows]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

“Borrower”

YOUNG PECAN SHELLING COMPANY,
INC., a South Carolina corporation

By: *James Swink*

Name: James Swink

Title: President

ACKNOWLEDGMENT

STATE OF *South Carolina*

COUNTY OF *Florence*) SS

I, *Sylvia W. Saleeby*, a Notary Public in and for and residing in said County and State, do hereby certify that James Swink, the President of YOUNG PECAN SHELLING COMPANY, INC., a South Carolina corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he(she) signed and delivered said instrument as his(her) own free and voluntary act and as the free and voluntary act of said corporation, partnership or other entity described therein for the uses and purposes therein set forth.

Given under my hand and notarial seal on August *15*, 2003.

Sylvia W. Saleeby
Notary Public

SCHEDULE A**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Reg. No. or Serial No.	Registration or Filing Date	Owner	Status
MINGO RIVER (Stylized)	Serial No. 76,423,837 Class 29	Filed June 20, 2002	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Application pending
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	Registration No. 1,940,566 Class 29	Registered: 12/12/95	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Section 8 & 15 filed 6/3/02
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	Serial No. 76429684 Class 30	Filed July 2, 2002	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Application pending
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	South Carolina (no number assigned)	Registered: 08/20/93	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Registered
INCREDIBLY (sp) DELICIOUS AND SINFULLY DIVINE	Registration No. 2,295,863 Classes 29 and 30	Registered: 11/30/99	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Section 8 & 15 due 11/30/05
INCREDIBLY DELICIOUS AND SINFULLY DIVINE	South Carolina (no number assigned)	Registered: 10/19/98	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Registered

Mark	Reg. No. or Serial No.	Registration or Filing Date	Owner	Status
A TASTE OF OUR SOUTHERN HOSPITALITY	Serial No. 75,578,447 Classes 29 and 30	Filed: 10/28/98	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Opposition pending. Filed by International Trading & Marketing, Inc. on their trademark A TASTE OF THE SOUTH, Reg. No. 2,384,418. Motion to Suspend filed 02/21/02. Motion to dismiss filed by Young 2/25/02
A TASTE OF OUR SOUTHERN HOSPITALITY	South Carolina (no number assigned)	Registered: 04/19/97	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Expired
MINGO RIVER	South Carolina (no number assigned)	Registered: 08/20/93	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Registered
GOODBEE PECAN PLANTATIONS and Design	United States Reg. No. 1,483,696 Class 29	04/05/88	Young Pecan Sale Company (sic), 1200 Pecan St. Florence, SC	Inactive; likely to be abandoned by Borrower
GOODBEE PECAN PLANTATIONS	Georgia Reg. No. T3758	10/20/77	Young Pecan Company, 551 West Lucas Florence, SC	Inactive; likely to be abandoned by Borrower
GOODBEE PECAN PLANTATIONS	Georgia Reg. No. T7338	02/06/87	Young Pecan Company, 551 West Lucas Florence, SC	Inactive; likely to be abandoned by Borrower

YOUNG PECAN PLANTATIONS	Classes 29 and 30		Young Pecan Shelling Company, Inc. 551 West Lucas Florence, SC	To be filed
YOUNG PECAN	Classes 29 and 30		Young Pecan Shelling Company, Inc. 551 West Lucas Florence, SC	To be filed
PECAN PLANTATIONS	Classes 29 and 30		Young Pecan Shelling Company, Inc. 551 West Lucas Florence, SC	To be filed (if trademark is available)

Gerald T. Woods
Direct Dial: 404/572-4786
Direct Fax: 404/572-5149
gwoods@kslaw.com

August 25, 2003



BY UPS

US Patent and Trademark Office
Crystal Gateway 4
3rd Floor
1213 Jefferson Davis Highway
Arlington, Virginia 22202
Attn: Customer Services Counter

Re: Expedited Filing of Trademark Security Agreement
LaSalle Business Credit, LLC/Young Pecan Shelling Company, Inc.

Ladies and Gentlemen:

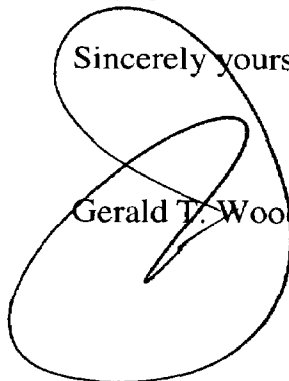
Enclosed is a Trademark Security Agreement for filing in the United States Patent and Trademark Office. We hereby request expedited filing of this Agreement. Also enclosed is our firm's check in the amount of \$285.00 in payment of your expedited recording fees. A cover sheet for this document is enclosed, and a pre-addressed return postcard to which we request that the mailroom affix their stamp, and return to the undersigned.

This document is to be filed on an expedited basis to avoid the possibility that the grant of a lien on the patent described in the Agreement may be considered a preference under § 547 of the United States Bankruptcy Code.

Please call me at (404) 572-4786 if you have any questions regarding this filing.

Sincerely yours,

Gerald T. Woods



GTW/ep
Enclosures