

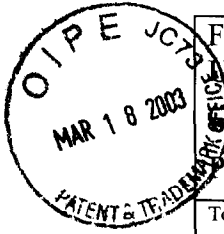
09-11-2003

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RE



FORM PTO-150 (2003)  
U.S. DEPARTMENT OF COMMERCE  
PATENT & TRADEMARK OFFICE (1/97)

## TRADEMARKS ONLY

Patent and Trademark Office

3-18-03

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

1. Name of conveying party(ies):

Entity: Davisco Foods International, Inc.

Additional name(s) of conveying party(ies) attached?

Yes ☐ No ☒

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

Name: The Prudential Insurance Company of America, as  
Collateral AgentAddress: c/o Prudential Capital Group  
Two Prudential Plaza, Suite 5600  
Chicago, IL 60601

Entity: New Jersey Corporation

If assignee is not domiciled in the United States, an appointment of  
domestic representative is attached: Yes ☐ No ☐Additional name(s) & address(es) attached: ☒ No

3. Nature of conveyance:

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

Date: 11/27/02

4. Application or Registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attached Schedule I

Please see attached Schedule I

Additional numbers attached? ☒ Yes5. Name and address of party to whom correspondence  
concerning document should be mailed:

Schiff Hardin & Waite  
6600 Sears Tower  
Chicago, IL 60606  
Attn: Todd Ramstrom

Ref. No(s):

6. Total number of trademark applications  
and registrations involved:

9

7. Total Fee (37 CFR 3.41) ..... \$240.00

A check is enclosed.  
Authorization is given to charge the deposit account for any  
additional fees required or to credit any overpayment.

8. Deposit Account Number:

DO NOT USE THIS SPACE

The PRO did not receive the following  
listed item(s) check for auto-  
\$

05/10/2003 LABELER 00000189 2155020

01 FC:0521  
02 FC:052240.00 UP  
200.00 UP

TRADEMARK  
REEL: 002821 FRAME: 0900

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.*

Todd Ramstrom  
Name of Person Signing

Todd Ramstrom  
Signature

March 13, 2003  
Date

Total number of pages including cover sheet and attached documents: 8

Mail documents to be recorded and required cover sheet information to:

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**

## **SCHEDULE I**

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.

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 27, 2002, by DAVISCO FOODS INTERNATIONAL, INC., a Minnesota corporation ("Grantor"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as Collateral Agent for the Holders.

### WITNESSETH:

WHEREAS, the Company has issued the Notes pursuant to the Note Agreement;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Holders, 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 Collateral Agent, for itself and the ratable benefit of the Holders, 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 Security 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 Collateral Agent, on behalf of itself, each Holder, 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

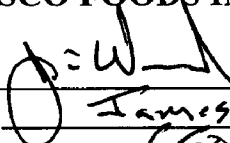
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark 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 Collateral Agent, on behalf of itself and the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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: James T. Ward  
Title: CFD

ACCEPTED AND ACKNOWLEDGED BY:

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,**  
as Collateral Agent

By: \_\_\_\_\_  
Vice President

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.**

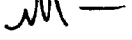
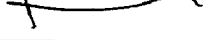

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,**  
as Collateral Agent

By:    \_\_\_\_\_  
Vice President

**SCHEDULE I**  
**TO**  
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**TRADEMARK REGISTRATIONS**

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