

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schouten Industries B.V.		06/22/2004	A COMPANY LIMITED BY SHARES HAVING NO STOCK CERTIFICATES: NETHERLANDS

RECEIVING PARTY DATA	
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A.
Street Address:	Croeselaan 18
City:	Utrecht
State/Country:	NETHERLANDS
Postal Code:	3521 CB
Entity Type:	A Cooperative with Limited Liability: NETHERLANDS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2073367	SOYLIFE

CORRESPONDENCE DATA	
Fax Number:	(708)458-7300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	email@tmlawassociates.com
Correspondent Name:	TMLAW Associates
Address Line 1:	7646 West 63rd Street
Address Line 4:	Summit, ILLINOIS 60501

ATTORNEY DOCKET NUMBER:	TMLAW
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DOMESTIC REPRESENTATIVE	
Name:	TMLAW Associates
Address Line 1:	7646 West 63rd Street
Address Line 4:	Summit, ILLINOIS 60501

OP \$40.00 2073367

NAME OF SUBMITTER:

Dianna L. Daly

**Total Attachments: 14**

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**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Mark: SOYLIFE & Device - USA Trademark registration no. 2073367

Applicant hereby designates:

TMLAW Associates  
7646 West 63<sup>rd</sup> Street  
Summit, Illinois 60501  
Telephone: 708 458 7200  
Facsimile: 708 458 7300  
e-mail: email@tmalwassociates.com

as domestic representative upon whom may be served notices of process in proceedings affecting this mark.

Date: July 7, 2004

\_\_\_\_\_  
Telephone Number

Schouten Industries B.V.

Signature:

EGBERT PIEST (CEO)  
Print or type Name and Position

EXECUTION COPY

**DEED OF PLEDGE**  
**OF**  
**INTELLECTUAL PROPERTY RIGHTS**

DATED 22 June 2004

ROYAL SCHOUTEN GROUP N.V., SCHOUTEN PRODUCTS B.V. AND SCHOUTEN  
INDUSTRIES B.V.  
each as Pledgor

and

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.  
as Pledgee

**ALLEN & OVERY**  
ALLEN & OVERY LLP  
AMSTERDAM

**TRADEMARK**  
**REEL: 002897 FRAME: 0088**

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THIS DEED is dated 22 June 2004

**BETWEEN:**

- (1) SCHOUTEN PRODUCTS B.V., having its official seat in Giessen;
- (2) SCHOUTEN INDUSTRIES B.V., having its official seat in Giessen;
- (3) ROYAL SCHOUTEN GROUP N.V., having its official seat in Giessen;

(each a **PLEDGOR**); and

- (4) COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A having its official seat in Amsterdam (the **PLEDGEE**).

**BACKGROUND:**

- (A) Each of the Pledgors and the Pledgee are parties to the Credit Agreement (as defined in Clause 1 of this deed), pursuant to which the Pledgee has agreed to grant certain credit facilities to the Borrowers (as defined in the Credit Agreement); and
- (B) it is a condition under the Credit Agreement that each Pledgor grants a first right of pledge over its Rights (as defined in Clause 1 of this deed) to the Pledgee and each Pledgor is willing to provide such security.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS**

- 1.1 Except as otherwise defined herein, capitalised terms used herein and defined in the Credit Agreement shall be used herein as defined therein. In this deed:

**Credit Agreement** means the EUR 42,500,000 senior credit facilities dated 22 June, 2004 between, among others, Royal Schouten Group Holding B.V., the companies listed therein as Original Borrowers and Original Guarantors and the Pledgee as Lender.

**Event of Default** has the meaning given to that term in the Credit Agreement.

**Finance Documents** has the meaning given to that term in the Credit Agreement.

**Right of Pledge** means each right of pledge created by or pursuant to this deed.

**Rights** means:

- (a) all of the intellectual property rights that each Pledgor has and will at any time after the date of this deed acquire and that can be made subject to a right of pledge under Dutch law in connection with the trade mark (*merkrecht*) 'Soylife', including but not limited to the rights listed in Annex 1; and
- (b) all rights relating to any applications, deposits and registrations filed, lodged or made with the respective national or international competent intellectual property offices, registers or authorities for the purpose of obtaining and/or maintaining the rights

referred to under (a), that each Pledgor has and will at any time after the date of this deed acquire and that can be made subject to a right of pledge under Dutch law.

**Secured Obligations** means, in relation to each Pledgor, any and all of its present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) to pay an amount of money (*tot voldoening van een geldsom*) to the Pledgee under or in connection with the Finance Documents, together with all interest due under the Finance Documents and all costs incurred by the Pledgee in connection with the protection, preservation or enforcement of its rights under the Finance Documents, including all of its payment obligations to the Pledgee under this deed.

1.2 In this deed, unless the contrary intention appears, a reference to:

- (a) an amendment includes a supplement, restatement or re-enactment, including, without limitation, any increases in amount, and amended will be construed accordingly;
- (b) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type which any person to which it applies is accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (c) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- (d) a Clause or an Annex is a reference to a clause or an annex of this deed;
- (e) words importing the singular include the plural and vice versa; and
- (f) a Finance Document or another document is a reference to that Finance Document or other document as amended from time to time.

## 2. PLEDGE

2.1 As security for the Secured Obligations, each Pledgor grants, and grants in advance (*bij voorbaat*) to the Pledgee a right of pledge over the Rights, and the Pledgee hereby accepts such right of pledge. Each Pledgor warrants to the Pledgee that the right of pledge shall be first ranking in respect of all Rights.

2.2 The Right of Pledge is one and indivisible (*één en ondeelbaar*). The Right of Pledge created by this deed shall not be affected by one or more but not all of the Secured Obligations being discharged or the Secured Obligations being amended.

## 3. ACCESSORY RIGHTS AND ANCILLARY RIGHTS

The Right of Pledge created by and pursuant to this deed includes all accessory rights (*afhankelijke rechten*) and all ancillary rights (*nevenrechten*) attached to the Rights.

## 4. POWER OF ATTORNEY - REGISTRATION

4.1 Each Pledgor grants to the Pledgee an irrevocable power of attorney in accordance with Section 3:74 paragraph 1 of the Dutch Civil Code to take any action and execute any documents (including the authority to sign further deeds of pledge in accordance with this deed) deemed necessary or desirable by the Pledgee (i) in order to implement this deed on

behalf of that Pledgor; (ii) to create, maintain and exercise the rights of the Pledgee under this deed; (iii) to protect, perfect and preserve the right of pledge over the Rights; and (iv) to facilitate the exercise of any right, power or discretion exercisable by the Pledgee in respect of the Rights, provided that for so long as no Default is outstanding the Pledgee will only be authorised to exercise this power of attorney after it has requested a Pledgor to take the measures required by the Pledgee in connection with sub (i) through (iv), but that Pledgor has failed to do so within two days. This power of attorney is granted for the benefit of the Pledgee. The parties agree that Section 3:68 (*selbsteintritt*) of the Dutch Civil Code will not apply and, to the extent necessary, each Pledgor hereby waives any rights it may have under this Section 3:68, which waiver the Pledgee hereby accepts.

- 4.2 Each Pledgor, (or at the Pledgee's option the Pledgee) shall procure, at the cost and expense of the Pledgors, that the right of pledge created by this deed is (i) registered with the Dutch tax authorities (*Belastingdienst Ondernemingen*) as soon as possible after execution of this deed but in any event within 3 days after the date of this deed and (ii) offered for registration with all other relevant national and international competent intellectual property offices, registers or authorities within 30 days after the date of this deed. Each Pledgor shall lend all required co-operation in order to meet with all requirements relating thereto, and shall take all such action deemed desirable by the Pledgee in connection with such registration.

## 5. OTHER OBLIGATIONS OF EACH PLEDGOR

- 5.1 Each Pledgor undertakes not to waive without the prior written consent of the Pledgee any accessory rights (*afhankelijke rechten*) or ancillary rights (*nevenrechten*) attached to the Rights and in general not to perform any acts which result in a reduction of the value of the Rights, except as expressly permitted under the Finance Documents.
- 5.2 No Pledgor shall, without the prior written consent of the Pledgee transfer (other than a transfer to Royal Schouten Group N.V.), change or in whole or in part waive or further pledge or otherwise encumber the Rights or make the rights subject to any obligations to transfer or, other than in the ordinary course of business, sub-license the Rights or part thereof;
- 5.3 Each Pledgor shall, at the Pledgee's first reasonable request, provide the Pledgee with copies of any and all statements pertaining the Rights and all information and supporting documentation relating to the Rights and for so long as a Default is outstanding allow the Pledgee to inspect its administrative records.
- 5.4 Each Pledgor shall forthwith inform the Pledgee and keep the Pledgee informed of all circumstances that may be of importance to the Pledgee in respect of the Rights, including but not limited to any infringement and attachment (*beslag*) of, and any claim and proceedings relating to, any of the Rights. However, for so long as no Event of Default is outstanding, the obligation on the Pledgor to inform the Pledgee of any infringement is limited to any infringement which, in the reasonable opinion of the Pledgor, could reduce the value of the security created by this deed in a material respect.
- 5.5 Each quarter the Pledgors shall provide the Pledgee with an update of the Rights (the "Update"). In relation to the first quarter the Update will show any changes to the information provided to the Pledgee on the date of this deed. Thereafter each Update will show any changes to the previous Update. The Update shall include any action undertaken by the Pledgors in preserving the value of the Rights. The Update shall also include any reported infringements and information which the Pledgor has received from the relevant trade mark register (*merkenbureau*), to the extent that, in the reasonable opinion of the Pledgor, this could reduce the value of the security created by this deed in a material respect.



**6. REPRESENTATIONS AND WARRANTIES**

Each Pledgor represents and warrants that the following is true and correct on the date of this deed and shall be deemed to repeat such representations and warranties on each date on which any of the representations and warranties set out in Clause 18 of the Credit Agreement are repeated with reference to the facts and circumstances then existing:

- 6.1 it holds full and exclusive title to the Rights and has the power to create a right of pledge thereover;
- 6.2 the Rights have not been encumbered with any attachment (*beslag*);
- 6.3 the Rights have not been encumbered with any rights in rem (*bepaalde rechten*), none of the Rights have been transferred or pledged in advance and all Rights can be pledged. None of the Rights are subject to an obligation to transfer any of the Rights; and
- 6.4 it has provided the Pledgee with all information and documentation regarding the Rights, which it understands or reasonably should be aware is important to the Pledgee.

**7. FURTHER ASSURANCE**

- 7.1 Each Pledgor will use the Rights in the ordinary course of its business and in accordance with their nature and the purpose for which they are intended. Each Pledgor undertakes to properly maintain and care for the Rights and defend the Rights against any adverse claims and demands as well as against any infringements. For so long as no Event of Default is outstanding, the obligation on the Pledgor to defend the Rights against any infringements is limited to any infringement which, in the reasonable opinion of the Pledgor, could reduce the value of the security created by this deed in a material respect. In addition, the Pledgee shall be entitled, upon the occurrence of Event of Default which is outstanding, to properly effectuate with respect to the Rights the applications, deposits and registrations with the applicable national or international competent intellectual and/or industrial property offices, registers or authorities.
- 7.2 Each Pledgor must, immediately upon reasonable request of the Pledgee, take any action and execute any documents deemed necessary or desirable by the Pledgee (i) in order to implement this deed on behalf of the Pledgee (ii) to create, maintain and exercise the rights of the Pledgee under this deed (iii) to protect, perfect and preserve the right of pledge over the Rights and (iv) to facilitate the exercise of any right, power or discretion exercisable by the Pledgee in respect of the Rights.
- 7.3 The Pledgee shall have the right to take all measures referred to in Clauses 7.1 and 7.2 at a Pledgor's expense and risk, provided that for so long as no Default is outstanding that Pledgor has failed to take these measures within two days after the Pledgee has requested that Pledgor to take such measures, without prejudice to any other rights which the Pledgee may have to claim compensation for the damages suffered by it as a consequence of a Pledgor's failure to perform its obligations under Clauses 7.1 and 7.2. Without prejudice to the foregoing and immediately upon the occurrence of an Event of Default which is outstanding the Pledgee will in any such case have the right to exercise, without that Pledgor's approval being required, on behalf of that Pledgor any of the rights which that Pledgor may have in relation to the Rights, including but not limited to the following rights:
  - (a) to give notices of infringement;

- (b) to take all legal action (*rechtsmaatregelen*) which the Pledgee deems desirable in order to protect any of the Rights against infringement;
- (c) to demand payment from third parties both in and out of court;
- (d) to enter into court settlements and out-of-court settlements (*gerechtelijke en buitengerechtelijke akkoorden*); and
- (e) to receive payments from third parties and discharge such third parties from their obligations (*finale kwijting geven*).

7.4 The Pledgee shall be fully entitled in respect of any and all benefits by way of compensation for loss or damage and any amounts payable to a Pledgor in respect of earned proceeds from proceedings pursuant to Clause 7.3. The Pledgee shall, except for liabilities arising from bad faith, gross negligence or wilful misconduct of the Pledgee, not be liable to the Pledgors in any way for the measures taken pursuant to Clause 7.3.

## 8. ENFORCEMENT

8.1 Upon the occurrence of an Event of Default which is outstanding (provided that there is a default (*verzuim*) in the performance of the Secured Obligations, the Pledgee shall have the right forthwith to sell the Rights or part thereof, in accordance with Section 3:248 of the Dutch Civil Code and the Pledgee may exercise any other right it may have as a pledgee of intellectual property under Dutch law.

8.2 Each Pledgor shall take all measures and render all assistance which the Pledgee deems desirable in connection with the selling of the Rights.

8.3 The Pledgee shall apply the proceeds of the Rights which it receives after deduction of all costs incurred by the Pledgee, including all fees of legal advisers and costs of litigation, towards payment of the Secured Obligations, to the extent that the Secured Obligations have become due and payable.

## 9. SETTLEMENTS

9.1 If the Pledgee has the right to collect the Rights under Clause 8 it shall also have the right to enter into court settlements or out-of-court settlements (*gerechtelijke of buitengerechtelijke akkoorden*) with respect to the Rights.

9.2 If the Pledgee contemplates entering into a settlement with a debtor of a Right, the Pledgee shall inform the relevant Pledgor in time, but in no event later than 4 days prior to the date on which the settlement concerned is to be entered into.

## 10. TERMINATION

10.1 This deed and the Right of Pledge will remain in full force and effect until the unconditional and irrevocable payment and discharge in full of all Secured Obligations and the termination of all commitments of the Lender under the Finance Documents.

10.2 The Pledgee is entitled to terminate (*opzeggen*) in whole or in part the right of pledge created over the Rights by this deed. Notice of termination must be given in writing by the Pledgee to each Pledgor.

**11. RECORDS OF PLEDGE**

Subject to proof to the contrary, the records of the Pledgee shall be conclusive evidence (*dwingend bewijs*) of the existence and amount of the Secured Obligations.

**12. ILLEGALITY AND UNENFORCEABILITY**

If a provision of this deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of any other provision of this deed and the legality, validity or enforceability in other jurisdictions of that or any other provision of this deed.

**13. COSTS**

All costs incurred in connection with the creation of the right of pledge and the performance by the parties hereto of their obligations under this deed, including the costs of filing for the purpose of registration of this deed or the right of pledge created thereby, the costs of selling the Rights, as well as all costs incurred in connection with the care of those Rights, shall be for the account of the Pledgors.

**14. NOTICES**

14.1 Any notices or other communication under or in connection with this deed shall be made as provided in Clause 33 of the Credit Agreement.

**15. WAIVER/INDEMNITY**

15.1 Each Pledgor and the Pledgee hereby waive, to the fullest extent permitted by law, their right to dissolve this deed pursuant to failure in the performance of one or more of their obligations as referred to in Section 6:265 of the Dutch Civil Code or on any other ground.

15.2 The Pledgee shall not be obliged to give notice of a sale to any Pledgor, to holders of a right in rem (*beperkt recht*) or those who have made an attachment (*beslag*) on the Rights as referred to in Sections 3:249 and 252 of the Dutch Civil Code.

15.3 No Pledgor is entitled to file a request with the *voorzieningenrechter* to sell the Rights in a manner which deviates from the sale in public as referred to in Section 3:251 paragraph 1 of the Dutch Civil Code.

15.4 The Pledgee shall not be responsible for any loss occasioned by the timing of the exercise of its powers under this deed other than by virtue of its bad faith, gross negligence or wilful misconduct (*opzet of grove schuld*). Each Pledgor shall indemnify the Pledgee in respect of all liabilities and reasonable expenses incurred by the Pledgee, in the execution of any rights, powers or discretions vested in it pursuant hereto, save for liabilities and expenses arising from the bad faith, gross negligence or wilful misconduct of the Pledgee.

**16. AMENDMENT OF THIS DEED**

This deed may only be amended by a written agreement.

**17. GOVERNING LAW AND JURISDICTION**

17.1 This deed of pledge shall be governed by the laws of the Netherlands.

17.2 Each Pledgor and the Pledgee agree that the competent courts of Amsterdam, judging in first instance, shall have exclusive jurisdiction with regard to any and all disputes which may arise out of or in connection with this deed.

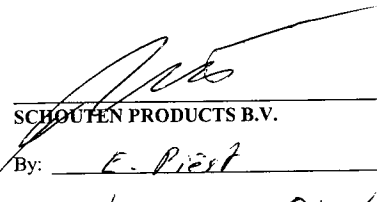
SIGNATORIES

This deed has been entered into in Amsterdam on 22 June, 2004.

  
COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A.

By: R.J. M. de Haas

Its: Vice President

  
SCHOUTEN PRODUCTS B.V.

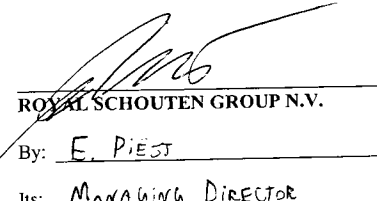
By: E. Piëst

Its: Managing Director

  
SCHOUTEN INDUSTRIES B.V.

By: E. PIËST

Its: MANAGING DIRECTOR

  
ROYAL SCHOUTEN GROUP N.V.

By: E. PIËST

Its: MANAGING DIRECTOR

ANNEX 1

LIST OF INTELLECTUAL PROPERTY RIGHTS DATED 22 JUNE 2004

Schouten Products B.V.

Trademark:	Soylife			
Countries of registration:				
SP	Argentina	BM	5 and 30	complete
SP	BENELUX	BM	5,30,32	complete
SP	Chili	BM	5 and 30	complete
SP	China	WM	5,29,30	pending
SP	Denmark	BM	5,30,32	complete
SP	Germany	BM	5,30,32	complete
SP	Finland	BM	5,30,32	complete
SP	France	BM	5,30,32	complete
SP	Great Britain	BM	5,30,32	complete
SP	Hong Kong	WM, BM	5 and 30	complete
SP	International	BM	5 and 30	complete
SP	Israel	WM, BM	5 and 30	complete
SP	Italy	BM	5,30,32	complete
SP	Mexico	BM	5 and 30	complete
SP	Norwegen	BM	5,30,32	complete
SP	Austria	BM	5,30,32	complete
SP	Portugal	BM	5,30,32	complete
SP	Spain	BM	5,30,32	complete
SP	USA	BM	30 and 32	complete
SP	South Africa	BM	5 and 30	complete
SP	Sweden	BM	5,30,32	complete
SP	Switzerland	BM	5,30,32	complete

Schouten Industries B.V.

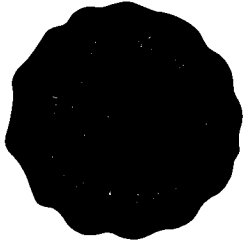
Trademark: Soylife  
 Countries of registration:

SP	Benelux	BM	29	complete
SP	Canada	BM	29	complete
SP	Denmark	BM	29	complete
SP	Germany	BM	29	complete
SP	Finland	BM	29	complete
SP	France	BM	29	complete
SP	Greece	BM	29	complete
SP	Great Britain	BM	29	complete
SP	Ireland	BM	29	complete
SP	Italy	BM	29	complete
SP	Japan	BM	29,30,32	complete
SP	Norwegen	BM	29	complete
SP	Austria	BM	29	complete

S	Portugal	BM	29	complete
S	Spain	BM	29	complete
S	Tanah	BM	36	complete
S	USA	BM	5 and 29	complete
S	Sweden	BM	29	complete
S	Switzerland	BM	29	complete

ISSUED FOR TRUE COPY, by me, Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands, of a document of which the original was shown to me, civil law notary, and after having been compared with this copy was given back to its owner.

Amsterdam, the Netherlands, 29 June 2004.



A handwritten signature in black ink, appearing to be 'C.M. Stokkermans', written to the right of the circular stamp.