

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|------------------------|
| DAVISCO FOODS INTERNATIONAL, INC. | | 07/30/2004 | CORPORATION: MINNESOTA |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------------|
| Name: | BANK ONE, NA, AS AGENT |
| Street Address: | 111 E. WISCONSIN AVE. |
| Internal Address: | SUITE 1600 |
| City: | MILWAUKEE |
| State/Country: | WISCONSIN |
| Postal Code: | 53202 |
| Entity Type: | A NATIONAL BANKING ASSOCIATION: |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2155020 | VERSAPRO |
| Registration Number: | 2156884 | VERSAPRO C |
| Registration Number: | 2156885 | VERSAPRO D |
| Registration Number: | 2156887 | VERSAPRO M |
| Registration Number: | 2156886 | VERSAPRO N |
| Registration Number: | 2156888 | VERSAPRO S |
| Registration Number: | 1438645 | BIPRO |
| Registration Number: | 2292247 | BIPRO THE ORIGINAL & PATENTED ION-EXCHANGE WHEY PROTEIN |
| Registration Number: | 2396681 | DAVISCO FOODS INTERNATIONAL, INC. |
| Registration Number: | 2677798 | BIOZATE |
| Registration Number: | 2674962 | BIOZATE |

CORRESPONDENCE DATA

900011068

TRADEMARK
REEL: 002906 FRAME: 0776

CH \$290.00 2155020

Fax Number: (612)977-8650

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (612) 977-8400

Email: sbourdaux@briggs.com

Correspondent Name: Sarina I. Bourdaux

Address Line 1: 80 South Eighth Street

Address Line 2: 2200 IDS Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:

280346

NAME OF SUBMITTER:

Sarina I. Bourdaux

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2004, by DAVISCO FOODS INTERNATIONAL, INC., a Minnesota corporation ("Grantor"), in favor of BANK ONE, NA, a national banking association, in its capacity as agent for the Lenders (defined below) (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of a certain Credit Agreement (the "Credit Agreement") dated on or about even date herewith by and among the Grantor, the Agent and the lending institutions from time to time party thereto (the "Lenders"), the Agent and the Lenders have or will extend certain financing accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Agent have entered into a certain Pledge and Security Agreement dated on or about even date herewith (the "Security Agreement"); and

WHEREAS, as a condition of extending the financial accommodations as provided in the Credit Agreement, the Agent has required that the Grantor execute and deliver to the Agent the Security Agreement and 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. In addition the following terms shall have the following meanings:

"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 the Lenders, a continuing 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

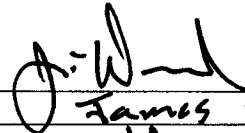
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

ACCEPTED AND ACKNOWLEDGED BY:

BANK ONE, NA

By: _____
Name: _____
Title: _____

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:

BANK ONE, NA

By: Anthony W. Bartell
Name: Anthony W. Bartell
Title: First Vice President

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

1. *VersaPRO* as evidenced by trademark registration #2,155,020, Serial 75300743.
2. *VersaPRO C* as evidenced by trademark registration #2,156,884, Serial 75300744.
3. *VersaPRO D* as evidenced by trademark registration #2,156,885, Serial 75300745.
4. *VersaPRO M* as evidenced by trademark registration #2,156,887, Serial 75300747.
5. *VersaPRO N* as evidenced by trademark registration #2,156,886, Serial 75300746.
6. *VersaPRO S* as evidenced by trademark registration #2,156,888, Serial 75300749.
7. *BiPRO* as evidenced by trademark registration #1,438,645, Serial 73467894.
8. "BiPro the Original & Patented Ion-Exchange Whey Protein" as evidenced by trademark registration #2,292,247, Serial 75467011.
9. Davisco Foods International, Inc. (design plus circular globe shape in rectangular box) as evidenced by trademark registration #2,396,681, Serial 75300741.
10. BioZate as evidenced by trademark registration #2,677,798, Serial 76394506.
11. BioZate and design as evidenced by trademark registration #2,674,962, Serial 76395078.