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08-09-2004

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

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

## 1. Name of conveying party(ies):

Davisco Foods International, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: 7/30/2004

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

Name: Merrill Lynch Capital, a division of

Internal

Address: Merrill Lynch Business Financial Services Inc.

Street Address: 222 North LaSalle Street, 16th Floor

City: Chicago State: IL Zip: 60601

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

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) 2,155,020;

2,156,884; 2,156,885; 2,156,887;

Additional number(s) attached ☒ Yes ☐ No

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

Name: George F. Jones, Esq.

Internal Address: Ober, Kaler, Grimes &amp; Shriver

Street Address: 120 E. Baltimore Street

City: Baltimore State: MD Zip: 21202-1643

## 6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

George F. Jones

Name of Person Signing

Signature

8/4/04

Date

Total number of pages including cover sheet, attachments, and document: 7

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

08/06/2004 MGETACHE 00000002 2155020

01 FC:0521  
02 FC:052240.00 OP  
250.00 OPTRADEMARK  
REEL: 003022 FRAME: 0591

Additional Numbers:

A. Trademark Registration No.(s)

2,156,886

2,156,888

1,438,645

2,292,247

2,396,681

2,677,798

2,674,962

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2004, by DAVISCO FOODS INTERNATIONAL, INC., a Minnesota corporation ("Grantor"), in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., and its successors and assigns (the "Lender").

## WITNESSETH:

WHEREAS, pursuant to the terms and conditions of a certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") dated on or about even date herewith by and between the Grantor and the Lender, the Lender has or will extend certain financing accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Lender have entered into a certain Pledge and Security Agreement dated on or about even date herewith (amended, restated and supplemented from time to time, the "Security Agreement"); and

WHEREAS, as a condition of extending the financial accommodations as provided in the Credit Agreement, the Lender has required that the Grantor execute and deliver to the Lender 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 the Lender, on behalf of itself and for its successors and assigns, a continuing second position security interest (subject only to the first position security interest

created in favor of Bank One, N.A.) 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 the Lender, on behalf of itself and for its successors and assigns, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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]

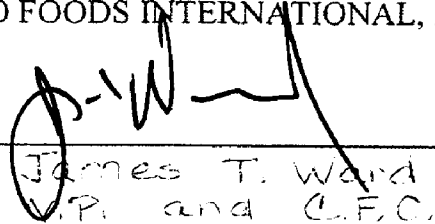
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DAVISCO FOODS INTERNATIONAL, INC.

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

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

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

  
James T. Ward  
V.P. and C.F.O.

ACCEPTED AND ACKNOWLEDGED BY:

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
And its successors and assigns

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:

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
And its successors and assigns

By: \_\_\_\_\_  
Name:  
Title: Ferris W. Mapes  
Vice President