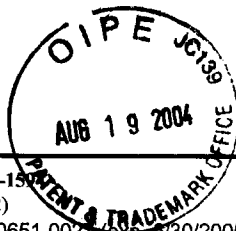


8/19/04



08-24-2004



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

Form PTO-135 (Rev. 10/02)
OMB No. 0651-0027 (Exp. 07/30/2005)
Tab settings

RECC
TF

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

1. Name of conveying party(ies):

McCall Farms, Inc., a South Carolina corp. &
Garcia Foods, LLC, a Delaware limited
liability company

- Individual(s)
- General Partnership
- Corporation-State
- Other see above
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 6/11/04

2. Name and address of receiving party(ies)

Name: Glory Foods, Inc.

Internal

Address: _____

Street Address: 901 Oak Street

City: Columbus State: OH Zip: 43205

- 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) _____

2137429, 1094646, 650610

Additional number(s) attached Yes No

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

Name: Laing P. Akers

Internal Address: _____

Street Address: 41 S. High Street, Suite 1300

City: Columbus State: OH Zip: 43215

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Laing P. Akers

Name of Person Signing

Laing P. Akers
Signature

August 5, 2004

Date

Total number of pages including cover sheet, attachments, and document: **13**

08/23/2004 MGETACHE 00000114 2137429

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

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

TRADEMARK
REEL: 003031 FRAME: 0696

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of June 30, 2004 by and between GARCIA FOODS, LLC, a Delaware limited liability company (the "Purchaser"), and McCALL FARMS, INC., a South Carolina corporation (the "Guarantor," and collectively with the Purchaser, the "Purchaser Parties"), both with a mailing address at 6615 South Irby Street, Effingham, South Carolina 29541, on the one hand, and GLORY FOODS, INC. (the "Seller"), a Delaware corporation with a mailing address at 901 Oak Street, Columbus, Ohio 43205, on the other hand.

Background

The following is a mutual statement by the parties of certain factual matters which form the basis of this Agreement.

A. Redemption. The Purchaser, the Guarantor and the Seller have entered into a Redemption Agreement of even date herewith (the "Redemption Agreement") pursuant to which the Seller has agreed to sell and the Purchaser has agreed to purchase the Seller's membership interest in the Purchaser consisting of fifty (50) units of membership interest in the Purchaser. A portion of the redemption price has been paid by the Purchaser to the Seller as of the date hereof; however, the remainder of the redemption price will be paid in four (4) annual installments with respect to each July 1- June 30 fiscal year of the Purchaser, commencing with the fiscal year beginning July 1, 2004, in accordance with the Redemption Agreement (the "Delayed Redemption Price"). Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings ascribed to them in the Redemption Agreement.

B. Security Interest. The Seller agreed to enter into the Redemption Agreement and to accept the Delayed Redemption Price upon the condition that the Purchaser Parties grant to and create in favor of the Seller security interests in certain property owned and/or used by the Purchaser as security for (i) the payment of the Delayed Redemption Price, (ii) the payment of all amounts owing pursuant to this Agreement, the Redemption Agreement or any other document related thereto and (iii) the performance by the Purchaser Parties of, and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained in this Agreement, the Redemption Agreement or any other document related thereto, (iv) the repayment of (a) any amounts the Seller may advance or spend for the maintenance or preservation of the Collateral (as defined hereinafter) and (b) any other expenditures that the Seller may make under the provisions of this Agreement or for the benefit of the Purchaser Parties, (v) all amounts owed under any modification, renewals or extensions of any of the foregoing obligations and (vi) any of the foregoing that arises after the filing of a petition by or against the Purchaser under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code §362 or otherwise (collectively, the "Secured Obligations").

Statement of Agreement

For and in consideration of the foregoing, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

Section 1. Grant of Security Interest in Collateral; Obligations Secured.

(a) The Purchaser Parties hereby pledge and grant to the Seller a security interest in, and acknowledge and agree that the Seller has and shall continue to have a continuing security interest in, any and all right, title and interest of the Purchaser Parties in and to all of the following in existence as of the date hereof:

(i) all trademarks, trade styles, service marks, trade dress, logos, trade names, and corporate names owned and/or used by the Purchaser in its business, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including without limitation each trademark, trademark application and trademark registration listed on Schedule A hereto;

(ii) all trade secrets and confidential business information of the Purchaser (including formulations for all products, ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals);

(iii) all computer software of the Purchaser (including data and related documentation);

(iv) all other proprietary rights of the Purchaser;

(v) all copies and tangible embodiments thereof (in whatever form or medium); and

(vi) all proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, including without limitation (A) any claims by the Purchaser Parties against third parties for damages by reason of past, present or future infringement or dilution of any trademark or of any trademark licensed under any trademark license, or for injury to the goodwill of the business connected with the use of, or symbolized by, any trademark or of any trademark licensed under any trademark license, (B) any claim by the Purchaser Parties against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (A) and (B).

(b) This Agreement, including the security interest granted hereunder, is made and given to secure, and shall secure, the prompt payment or performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations.

Section 2. Continuing Agreement; Termination and Release. This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations shall have been fully paid and satisfied. Upon such termination of this Agreement, the Seller shall, upon

the request and at the expense of the Purchaser Parties, forthwith release, assign and transfer, without recourse, and, to the extent applicable, deliver, against receipt and without recourse, to the Seller, such of the Collateral as may then be in the possession of the Seller and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Purchaser Parties. Said release, assignment, transfer and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office by which the Seller shall terminate, release and, without representation, recourse or warranty, reassign to the Purchaser Parties all rights in each trademark, including each registration thereof and application therefor, conveyed and transferred to the Seller pursuant to this Agreement.

Section 3. No Release. Nothing set forth in this Agreement shall relieve the Purchaser Parties from the performance of any term, covenant, condition or agreement on the Purchaser Parties' part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on the Seller to perform or observe any such term, covenant, condition or agreement on the Purchaser Parties' part to be so performed or observed or impose any liability on the Seller for any act or omission on the part of the Purchaser Parties relative thereto or for any breach of any representation or warranty on the part of the Purchaser Parties contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

Section 4. Representations and Warranties of Purchaser Parties. The Purchaser Parties hereby represent and warrant to the Seller as follows:

(a) The Purchaser Parties are the owners of all of the Collateral. The Purchaser Parties' rights in the Collateral are and shall remain free and clear of any lien, pledge, security interest, encumbrance, assignment, collateral assignment or charge of any kind, including without limitation any filing of, or agreement to file, a financing statement as debtor under the Uniform Commercial Code or any similar statute, except for the lien and security interest created by this Agreement. The Purchaser Parties have made no previous assignment, conveyance, transfer or agreement in conflict with the liens granted hereby. The Purchaser Parties further represent and warrant to the Seller that Schedule A hereto is a true and correct list of all trademarks owned and/or used by the Purchaser as of the date hereof and that Schedule A is true and correct in all material respects with respect to the matters set forth therein as of the date hereof.

(b) The Purchaser Parties have made all necessary filings and recordations to protect their interests in the Collateral.

(c) The Purchaser Parties own directly or have rights to use all the Collateral and all rights with respect to any of the foregoing used in or necessary for the business of the Purchaser in the ordinary course as presently conducted. The use of the Collateral and all rights with respect to the foregoing by the Purchaser does not, to the actual knowledge of the Purchaser Parties, infringe, in any material respect, on the rights of any party, nor has any claim of such infringement been made.

(d) Upon appropriate filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office, this Agreement will create a valid and duly perfected lien on and security interest in the Collateral

located in the United States of America effective against purchasers from and creditors of the Purchaser Parties, subject to no prior liens or encumbrances.

Section 5. Covenants and Agreements of Purchaser Parties. The Purchaser Parties hereby covenant and agree with the Seller as follows:

(a) On a continuing basis, the Purchaser Parties will, at their expense, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United States of America, all such instruments, including without limitation appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary or advisable by the Seller, (i) to carry out the intent and purposes of this Agreement, (ii) to assure and confirm to the Seller the grant or perfection of the security interest in the Collateral intended to be created hereby, subject to no prior Liens or encumbrances, for the benefit of the Seller, or (iii) to enable the Seller to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section 5, the Purchaser Parties (i) will not enter into any agreement that would impair or conflict with the Purchaser Parties' obligations hereunder; (ii) will, promptly following their becoming aware thereof, notify the Seller of (x) any final adverse determination in any proceeding in the United States Patent and Trademark Office that could reasonably be expected to have a material adverse effect on the Collateral or (y) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative body regarding the Purchaser Parties' claim of ownership in or right to use any of the Collateral, their right to register any such Collateral or their right to keep and maintain such registration; (iii) will preserve and maintain all rights in the Collateral; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof and will not execute any security agreement or financing statement covering any of the Collateral except in favor of the Seller; (v) will not permit to lapse or become abandoned, or settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Collateral that could reasonably be expected to have a material adverse effect on the Collateral without the prior written consent of the Seller (which consent shall not be unreasonably withheld), or contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Collateral or any portion thereof; (vi) upon the Purchaser Parties obtaining knowledge thereof, will promptly notify the Seller in writing of any event that could reasonably be expected to have a material adverse effect on the value of any of the Collateral, the ability of the Purchaser Parties or the Seller to dispose of any such Collateral or the rights and remedies of the Seller in relation thereto, including without limitation a levy or threat of levy or any legal process against any such Collateral; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorize the Seller, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of the Purchaser Parties where permitted by law; (ix) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and for which the Purchaser Parties have established adequate reserves) and do not interfere with the business of the

Purchaser in the ordinary course; and (x) comply in all material respects with all laws, rules and regulations applicable to the Collateral.

(c) The Purchaser Parties shall prosecute diligently applications for pending trademarks included in the Collateral, file and prosecute opposition and cancellation proceedings and perform all acts necessary to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with such actions shall be borne by the Purchaser Parties.

(d) The Purchaser Parties shall not abandon any right to file any material trademark application, service mark application or trademark included in the Collateral without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

Section 6. Supplements; Further Assurances. The Purchaser Parties (i) agree that they will join with the Seller in executing and, at their own expense, file and refile, or permit the Seller to file and refile, such financing statements, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including without limitation the United States Patent and Trademark Office) as the Seller may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Seller hereunder, (ii) hereby authorize the Seller to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of the Purchaser Parties where permitted by law and (iii) agree to do such further acts and things, and to execute and deliver to the Seller such additional instruments and documents, as the Seller may require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Seller its rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of the Purchaser Parties. Any reasonable costs of the foregoing incurred by the Seller shall be payable by the Purchaser Parties upon demand and shall constitute additional Secured Obligations.

Section 7. Seller May Perform. If the Purchaser Parties fail to perform any agreement contained herein after receipt of a written request to do so from the Seller, the Seller may itself (upon ten (10) days' prior written notice to the Purchaser Parties unless the Seller in good faith determines that immediate payment or performance is reasonably necessary to protect or preserve the Collateral), but shall not be obligated to, perform, or cause performance of, such agreement, and the reasonable expenses of the Seller, including the reasonable fees and expenses of its counsel, so incurred in connection therewith shall be payable by the Purchaser Parties.

Section 8. Remedies. Upon the occurrence and during the continuation of any breach of this Agreement or of the Redemption Agreement, the Seller shall have, in addition to all other rights provided herein, in the Redemption Agreement or by law, the rights and remedies of a creditor under the Uniform Commercial Code, and further the Seller may, without demand and without advertisement, notice (except as required by law), hearing or process of law, all of which the Purchaser Parties hereby waive, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Seller deems advisable, in its sole discretion. In addition to all other sums due the Seller hereunder, the Purchaser Parties shall pay the Seller all reasonable costs and expenses incurred by the Seller, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of the Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against the Seller or the Purchaser

Parties concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations.

Without in any way limiting the foregoing, upon the occurrence and during the continuation of any breach of this Agreement or of the Redemption Agreement, the Seller may to the full extent permitted by applicable law, with ten (10) days' prior notice to the Purchaser Parties, and without advertisement, notice, hearing or process of law of any kind, all of which the Purchaser Parties hereby waive, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including without limitation any and all consensual rights and powers with respect to the Collateral, and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use, any or all of the Collateral or any part hereof, in each case free of all rights and claims of the Purchaser Parties therein and thereto, but subject to any existing licenses in the Collateral permitted under the terms of this Agreement. In that connection, the Seller shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Seller or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Seller may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

Anything contained herein to the contrary notwithstanding, the Seller shall not sell, assign or otherwise transfer any trademark or trademark license without also transferring in connection therewith all of the business and goodwill associated therewith.

Failure by the Seller to exercise any right, remedy or option under this Agreement or any other agreement between the Purchaser Parties and the Seller or provided by law, or delay by the Seller in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. Neither the Seller nor any party acting as attorney for the Seller shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of the Seller under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Seller may have.

Section 9. Power of Attorney. The Purchaser Parties hereby irrevocably appoint the Seller, its nominee, or any other person whom the Seller may designate as the Purchaser Parties' attorney-in-fact, with full authority in the place and stead of the Purchaser Parties and in the name of either or both of the Purchaser Parties, the Seller or otherwise, upon the occurrence and during the continuation of any breach of this Agreement or of the Redemption Agreement, or if the Purchaser Parties fail to perform any agreement contained herein within ten (10) days after the Seller's written request, then to the extent necessary to enable the Seller to perform such agreement itself, from time to time in the Seller's discretion, to take any action and to execute any instrument which the Seller may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation to record an assignment of the trademarks (provided that the business and goodwill associated therewith are also assigned), if any, to the Seller with the United States Patent and Trademark Office, to prosecute diligently any trademark or any application for trademarks pending as of the date of this Agreement until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, to do all other acts necessary or desirable to preserve all rights in Collateral and

otherwise to file any claims or take any action or institute any proceedings which the Seller may deem necessary or desirable to accomplish the purposes of this Agreement. The Purchaser Parties hereby ratify and approve all acts of any such attorney and agree that neither the Seller nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Secured Obligations have been fully paid and satisfied.

Section 10. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Seller upon the occurrence and during the continuation of any breach of this Agreement or of the Redemption Agreement shall, when received by the Seller in cash or its equivalent, be applied by or at the direction of the Seller in the following manner:

(a) First, to the payment or reimbursement of all reasonable advances, expenses and disbursements of the Seller (including, without limitation, the reasonable fees and disbursements of its counsel and agents) incurred in connection with the administration and enforcement of, or the preservation of any rights under, this Agreement or the Redemption Agreement; and

(b) Second, in any manner desired by the Seller to the satisfaction of the Secured Obligations.

Section 11. Miscellaneous.

(a) The Purchaser Parties hereby indemnify the Seller for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs, reasonable expenses or disbursements (including reasonable attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Seller, in any way relating to or arising out of, directly or indirectly, (i) the manufacture, use or sale or other disposition of products or processes utilizing or embodying any Collateral or (ii) any transactions contemplated hereby or any enforcement of the terms hereof, including, without limitation, any action of, or failure to act by, the Seller in connection with this Agreement; provided, however, that the Purchaser Parties shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Seller.

(b) All communications hereunder shall be in writing and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with Section 7(b) of the Redemption Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law, except as required by

mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Delaware. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

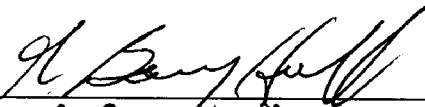
(e) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

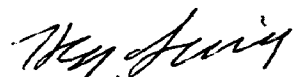
IN WITNESS WHEREOF, the Purchaser Parties have caused this Agreement to be duly executed as of the date first above written.

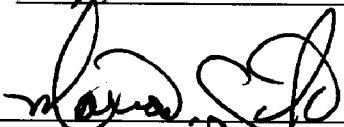
PURCHASER PARTIES:

GARCIA FOODS, LLC,
a Delaware limited liability company

By: 
Name: G. Barry Huff
Title: Manager

McCALL FARMS, INC.,
a South Carolina corporation

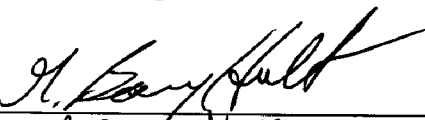
By: 
Name: Thomas Swink
Title: Pres

By: 
Name: MARION SWINK
Title: VP

Accepted and agreed to by the Seller as of the date first above written.

SELLER:

GLORY FOODS, INC.,
a Delaware corporation

By: 
Name: G. Barry Huff
Title: President

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that G. Barry Huff, Manager of Garcia Foods, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of August, 2004.



LAING P. AKERS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Laing P. Akers
Notary Public

Laing P. Akers
(Type or Print Name)

My Commission Expires: _____

STATE OF South Carolina)
) SS
COUNTY OF Florence)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Henry Swink, President, and Marion Swink, Vice President, of McCall Farms, Inc., a South Carolina corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of August, 2004.

(Notarial Seal)

Bonnie L. Stuber
Notary Public

Bonnie L. Stuber
(Type or Print Name)

My Commission Expires: 2-22-2006

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that G. Barry Huff, President of Glory Foods, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of August, 2004.



LAING P. AKERS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Laing P. Akers
Notary Public

Laing P. Akers
(Type or Print Name)

My Commission Expires: _____