

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harlan Holdings, Inc.		12/19/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as collateral agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1671291	SD	
Registration Number:	1321122	SPRAGUE DAWLEY	
Registration Number:	1718510	HOLTZMAN	
Registration Number:	2094396	APD	
Registration Number:	2807705	HARLAN TEKLAB GLOBAL DIETS	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Christine Wilson		

CH \$140.00 1671291

900038247

TRADEMARK
REEL: 003213 FRAME: 0845

Signature:

/CHRISTINE WILSON/

Date:

12/20/2005

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 19, 2005, by Harlan Holdings, Inc., a Delaware corporation (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a U.S. Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

FROM :

FAX NO. :3176362509

Dec. 18 2005 08:35PM P5

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

HARLAN HOLDINGS, INC.

By: 


Name: Gary L. Jacobson

Title: Director


Dated: December 19, 2005

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name:
Title:

Irja R. Otsa
Associate Director
Banking Products
Services, US

By: 
Name:
Title:

Satoru Shida
Associate Director
Banking Products
Services, US

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Harlan Holdings, Inc.	1,671,291	SD
Harlan Holdings, Inc.	1,321,122	Sprague Dawley
Harlan Holdings, Inc.	1,718,510	Holtzman
Harlan Holdings, Inc.	2,094,396	APID
Harlan Holdings, Inc.	2,807,705	Harlan Teklad Global Diets