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TR

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Milk Specialties Company

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 2, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: LaSalle Bank National Association

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 135 S. LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other national banking association Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
Please see attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Diana Y. Tsai, Esq.

Internal Address: Schwartz Cooper Chartered

Street Address: 180 N. LaSalle Street,  
Suite 2700

City: Chicago

State: Illinois Zip: 60601

Phone Number: 312-516-4490

Fax Number: 312-264-2484

Email Address: dtsai@schwartzcooper.com

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 965.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: [Signature]

Signature

Diana Y. Tsai

Name of Person Signing

ASSIGNMENTS DIV 5/3/06  
7:2 PM 2:47

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be filed by 5/11/06, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/05/2006 DBYONE  
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955.00 OP  
01 FC:0521  
02 FC:0522

**ATTACHMENT**  
**to Trademarks Recordation Form Cover Sheet**

**Continuation of Item 4. Trademark Application/Registration Number(s)**

<b><u>Mark</u></b>	<b><u>Reg/App No.</u></b>	<b><u>Reg/Filing Date</u></b>	<b><u>Goods/Services</u></b>
ADVANCE	2,127,315	January 6, 1998	<b>(Int. Cl. 5)</b> Nutritional supplements for livestock <b>(Int. Cl. 31)</b> Animal feeds
ASAP	1,526,500	February 28, 1989	Fortified non-medicated feed supplements for correcting digestive disturbances in ruminant animals
CALF MEDIC	1,036,561	March 30, 1976	Medicated milk substitute for calves
CALORIE PAK	2,945,384	April 26, 2005	Animal feed supplement, namely, equine dry fat supplement
CALVITA	562,159	July 29, 1952, renewed October 17, 2002.	Feed supplement for live stock whose principal ingredients are protein, fat, fiber and vitamins
CAPSTONE NUTRITION, INC.	2,701,061	March 25, 2003	<b>(Int. Cl. 5)</b> Nutritional supplements, namely, vitamins and minerals for pets, livestock and farm animals <b>(Int. Cl. 31)</b> Feed for animals, namely, pets, livestock and farm animals <b>(Int. Cl. 40)</b> Treatment of materials, namely, preparation of feedstuffs for animals
ENERGY BOOSTER 100	1,484,492	April 12, 1988	Animal feeds which may also be used as an animal feed supplement
EXCELERATE	2,289,081	October 26, 1999	Milk replacer for dairy cattle
FAT PAK	1,549,664	July 25, 1989	Animal feeds; fats used as animal feeds and feed supplements
KWIX MIX & Design	2,355,962	June 6, 2000	Animal feed, namely, milk replacers

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LEADERS IN FEEDING CANINE ATHLETES LIQUI-WEAN	2,636,632	October 15, 2002	Dog food
MEGATTRACT	2,311,958	January 25, 2000	Animal feed, namely baby pig milk replacer
MS BIOSCIENCE	2,871,860	August 10, 2004	Animal feed additive, namely, an animal attractant for feeding
NATIONAL	2,101,200	September 30, 1997	Probiotic preparations used in food production, namely, compositions of bacteria for controlling other bacterial populations in the nature of pathogens in animals and humans, and bacterial populations which attack plants
NATIONAL	1,560,065	October 10, 1989	Complete line of animal feeds
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NUTRASTART	2,945,910	May 3, 2005	Animal feed, namely, calf milk replacer
PERFORMANCE PAK	78/300,832	September 16, 2003	Animal feed supplement, namely, equine dry fat supplement
POWER FRESHEN	2,974,386	July 19, 2005	Animal feed supplement, namely, cow feed supplement
PREEMPT	2,373,407	August 1, 2000	Dietary supplements for livestock in the nature of a preparation of pathogen free live bacteria for use in promoting the growth of healthy bacteria in livestock thereby decreasing risks of food borne illnesses in humans
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PRO-LYTE	1,377,862	January 14, 1986	Animal feed supplement

<u>Mark</u>	<u>Reg/App No.</u>	<u>Reg/Filing Date</u>	<u>Goods/Services</u>
PROVANCE	2,934,801	March 22, 2005	Microbial supplement for calves
PVF & Design	1,378,777	January 21, 1986	Medicated animal feed
START TO FINISH	1,058,909	February 15, 1977	Vitamin-mineral-protein supplement for animal feed
START TO FINISH MARE & FOAL PELLETS & Design	1,837,694	May 31, 1994	Nutritional supplements for use as, and for use with, horse feeds
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PEPPERMINT SNACKS	78/432,004	June 8, 2004	Horse feed
GROGEL	2,618,715	September 10, 2002	Non-medicated additives for poultry feed
GROGEL	4,518,146	November 2, 2001	Natural agricultural products
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FARMBELT BRAND MEAT PRODUCTS FARMBELT & Design	0,914,078	June 8, 1971	Fresh and frozen beef, veal, lamb, and pork carcasses and all wholesale and portion cuts derived therefrom, liver, sweetbreads, hearts, tongue, and brains
PLUM DE VEAU & Design	936,169	June 20, 1972	Fresh and frozen veal carcasses and all wholesale cuts derived therefrom
COOL OMEGA 40	78/624,679	May 6, 2005	Horse feed supplement, in Class 31.
PEPPERMINT SNACKS	78/432,004	June 8, 2004	Horse feed, in Class 31.
POWER BISCUITS	2,934,802	March 22, 2005	Dog food, in Class 31.

<u>Mark</u>	<u>Reg/App No.</u>	<u>Reg/Filing Date</u>	<u>Goods/Services</u>
FARMBELT	1,046,478	August 17, 1976	Fresh and frozen beef, veal, lamb, and pork carcasses and all wholesale and portion cuts derived therefrom, liver, sweetbreads, hearts, tongue, and brains, in Class 29.
PLUM DE VEAU	794,886	August 24, 1965	Fresh and frozen veal carcasses and all wholesale cuts derived therefrom, in Class 29.

# AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 2nd day of May, 2006, by Milk Specialties Company, a Delaware corporation ("**Borrower**"), having its principal place of business at Illinois and Water Street, Dundee, Illinois 60118, in favor of LaSalle Bank National Association, with an office at 1000 South York Road, 2nd Floor, Elmhurst, Illinois 60126 ("**Lender**");

## W I T N E S S E T H

WHEREAS, in connection with that certain Loan and Security Agreement dated as of April 4, 2002 by and among Borrower, MS BioScience, Inc., a Delaware corporation ("**BioScience**", and together with Borrower, the "**Original Borrowers**"), and Lender (the "**Original Loan Agreement**"), the Original Borrowers entered into that certain Trademark Security Agreement dated as of April 4, 2002 in favor of Lender (the "**Original Trademark Security Agreement**"), pursuant to which each Original Borrower granted to Lender a security interest in such Original Borrower's trademarks and trademark applications to secure certain debt owing from Original Borrowers to Lender;

WHEREAS, pursuant to that certain Certificate of Ownership and Merger Pursuant to Section 253 of the Delaware General Corporation Law dated as of June 9, 2004, BioScience merged with and into Borrower, with Borrower being the surviving corporation and the separate corporate existence of BioScience ceasing;

WHEREAS, Borrower and Lender are entering into (i) that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Amended Loan Agreement**"), which amends and restates the Original Loan Agreement, as amended from time to time, in its entirety, and (ii) other related loan documents dated as of even date herewith (collectively, with the Amended Loan Agreement, and as each may be amended, restated, modified or supplemented and in effect from time to time, the "**Financing Agreements**"), which Financing Agreements provide (A) for Lender to, from time to time, extend credit to or for the account of Borrower and (B) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications; and

WHEREAS, as a condition to Lender entering into the Amended Loan Agreement and Lender's willingness to continue to make loans and otherwise extend credit to Borrower, Lender has required that Borrower execute and deliver to Lender this Agreement, which amends and restates the Original Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances (other than those subordinate liens in favor of Mezzanine Opportunities LLC, as collateral agent for the Purchasers pursuant to the terms of the Note Purchase Agreement), including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, which shall not be unreasonably withheld, conditioned or delayed, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A, constitute all of the federally registered and state registered Trademarks, and federal applications and state applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuation of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuation of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Interest. This Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, reasonable costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting,



maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty, if and as commercially reasonable, (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, and (iii) to ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. Upon the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender

in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with the foregoing. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

*[Remainder of page intentionally left blank; signature page follows]*

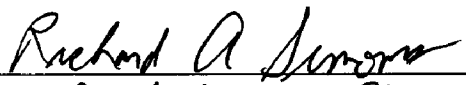
IN WITNESS WHEREOF, Borrower has duly executed this Amended and Restated Trademark Security Agreement as of the date first written above.

**MILK SPECIALTIES COMPANY**, a Delaware corporation

By:   
Name: PETER G. NAVES  
Its: CHAIRMAN

Agreed and Accepted  
As of the Date First Written Above

**LASALLE BANK NATIONAL ASSOCIATION**, a national banking association

By:   
Name: RICHARD A. SIMONS  
Its: Senior VP.

SCHEDULE A

STATE TRADEMARKS

<u>Mark</u>	<u>Reg/App No.</u>	<u>Reg/Filing Date</u>	<u>State of Reg.</u>	<u>Goods/Services</u>
PEPPERMINT SNACKS	1,179,885	August 10, 2000	Ohio	Food for horses

FEDERAL TRADEMARKS

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