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2007 APR -2 AM 11:39

To the Director of the U. S. Patent a.

Documents or the new address(es) below.

4.2.07

1. Name of conveying party(ies):

Agar Supply Co., Inc.
225 John Hancock Road
Taunton, MA 02780

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Massachusetts
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank of Massachusetts

Internal

Address: _____

Street Address: 28 State Street

City: Boston

State: Massachusetts

Country: USA Zip: 02109

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- Other _____ Citizenship _____

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)

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

Execution Date(s) March 29, 2007

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

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)

R2958547

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Arielle (please see additional sheet attached for additional registrations)

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

Name: Louis J. DiFronzo, Jr., Esquire

Internal Address: _____

Street Address: Seyfarth Shaw LLP

Two Seaport Lane, Suite 300

City: Boston

State: MA Zip: 02210

Phone Number: 617-946-4870

Fax Number: 617-790-6786

Email Address: ldifronzo@seyfarth.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- 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

March 29, 2007

Date

04/03/2007 BYRNE 00000162 R2958547

Louis J. DiFronzo, Jr.

Total number of pages including cover sheet, attachments, and document: 14

40. Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Registration Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521
02 FC:8522

Additional Sheet to
Recordation Form Cover Sheet

Trademark	Status	International Classes	Registration Number	Serial Number
Flying Dragon	Registered	29	R2365295	75-590250
Flying Dragon	Registered	29	R2915003	78-047896
New England's Best	Registered	29	R2495443	75-766160
Agar	Registered	29	R1543095	73-757827

Agar Supply Co., Inc., a Massachusetts corporation (the "Debtor") having its principal place of business at Myles Standish Industrial Park, 225 John Hancock Road, Taunton, Massachusetts 02780 grants to Citizens Bank of Massachusetts, a Massachusetts banking corporation (the "Bank"), having an address at 28 State Street, Boston, Massachusetts 02109, a first security interest in all of the Debtor's present and future right, title and interest in and to any and all of the following property whether now existing or hereafter acquired and wherever located (all of which is hereinafter called the "Collateral"):

Copyrights; Trademarks; Patents; Licenses; Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable); Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings; Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses; Debtor's applications therefor and reissues, extensions, or renewals thereof; and Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of Intellectual Property and the goodwill associated therewith.

I. Reference is hereby made to that certain Credit Agreement of even date by and between the Debtor and the Bank and as the same may hereafter be amended or supplemented (the "Credit Agreement"). The security interest in the Collateral is being granted by the Debtor to the Bank to secure the payment and performance of all liabilities and obligations now or hereafter owing from the Debtor to the Bank of whatever kind of nature, whether or not currently contemplated as of the date hereof, whether such obligations be direct or indirect, absolute or contingent or due or to become due, including, without limitation, all obligations of the Debtor, now existing or hereafter arising under the Credit Agreement (collectively, the "Obligations"), which term shall include, without limitation, all interest and all reasonable costs and expenses, including reasonable attorney's fees, incurred or paid by the Bank in exercising, preserving, defending, collecting, enforcing, or protecting any of its rights under the Obligations or hereunder or with respect to the Collateral or in any litigation arising out of the transactions evidenced by the Obligations.

II. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents, warrants and covenants to the Bank that:

(a) The address shown at the beginning of this Agreement is the principal and, except as otherwise disclosed to the Bank in writing, sole place of business of the Debtor (the "Premises"). The Debtor will not, without at least thirty (30) days prior written notice to the Bank, change (i) its principal place of business, (ii) any other place of business, or (iii) the location of any single item or related group of items of Collateral having a value greater than \$100,000 if in case of either (ii) or (iii) above such change of location of Collateral would require the Bank to file any additional financing statement to perfect their security interests in such Collateral.

(b) Except for the security interest granted hereby, the Debtor is, and as to the Collateral acquired after the date hereof the Debtor will be, the owner of the Collateral free from any lien, security interest, or encumbrance (other than liens or encumbrances arising by operation of law), and the Debtor will defend the Collateral against all claims and demands of all other persons. No other financing statement covering any of the Collateral is on file nor will the Debtor permit any adverse financing statement to be on file in any public office.

(c) The Debtor will not sell or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of the Bank, except in the ordinary course of business.

(d) The Debtor will promptly execute and deliver, in form and substance satisfactory to the Bank (or if permitted by law, the Bank may themselves execute and file, and at the Bank's request, the Debtor will join with the Bank in executing, in all public offices wherever filing is deemed by the Bank to be necessary or desirable) such financing statements, certificates and other documents or instruments to enable the Bank to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security interest in any additional Collateral hereafter acquired by the Debtor or in any replacements or proceeds thereof.

(e) The Debtor does not, and in the absence of prior written notice to the Bank, the Debtor will not, conduct business under any trade name or name other than its corporate name.

(f) The Debtor will, in addition, from time to time at the request of the Bank, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Bank may require more completely to vest or confirm in and assure to the Bank its rights hereunder and in and to the Collateral.

(g) At their option, the Bank may discharge taxes (except those contested in good faith), liens, security interests, or other encumbrances (other than those permitted herein) at any time levied or placed on the Collateral, and may pay for and take any other action which they deem appropriate for the maintenance and preservation of the Collateral. The Debtor shall reimburse the Bank on demand for any payment made, or any expenses incurred, by the Bank pursuant to this Section 3(g).

(h) The Debtor shall notify the Bank promptly of all material claims against the Collateral. The Debtor shall not settle any material dispute or claim without the Bank's consent. Upon the occurrence of any Event of Default (as defined in Section 6 hereof), the Bank may settle or adjust disputes or claims directly with customers or account debtors for amounts and upon terms which they consider reasonably advisable; and where the Debtor receives collateral of any kind or nature by reason of transactions between itself and its customers or account debtors, they (or, as applicable, the Agent) will hold the same on the Bank's behalf, subject to the Bank's instructions, and as property forming part of the Collateral.

III. Rights of the Bank. Upon and after the occurrence of any Event of Default (as defined in Section V hereof), such default not having previously been remedied or cured, the Bank may declare all of the Obligations to be immediately due and payable and shall then have

the rights and remedies of a secured party under the Uniform Commercial Code or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Bank may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Bank) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Bank) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Obligations in such order of priority as the Bank shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the maximum rate provided in the Note and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

IV. Rights of Bank to Use and Operate Collateral. Upon the occurrence and during the continuance of any Event of Default (as defined in Section V hereof), but subject to the provisions of the Uniform Commercial Code or other applicable law, the Bank shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Bank from the Collateral shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Bank may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Bank may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Obligations in such order of priority as the Bank shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Bank shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Bank to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and

profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

V. Events of Default. The Debtor shall be in default under this Agreement upon the happening of an Event of Default, as such term is defined in the Credit Agreement (herein called "Events of Default").

VI. Waivers.

(a) THE BANK AND THE DEBTOR KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE BANK OR THE DEBTOR IN RESPECT OF THIS SECURITY AGREEMENT, ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS HEREBY SECURED OR THE COLLATERAL (THE "LOAN DOCUMENTS").

(b) THE DEBTOR HEREBY ACKNOWLEDGES THAT THIS SECURITY AGREEMENT IS PART OF A COMMERCIAL TRANSACTION.

(c) AFTER THE EXPIRATION OF ALL APPLICABLE GRACE AND CURE PERIODS, THE DEBTOR WAIVES NOTICE OF NON-PAYMENT, DEMAND, PRESENTMENT, PROTEST OR NOTICE OF PROTEST OF THE COLLATERAL AND ALL OTHER NOTICES, CONSENTS TO ANY RENEWALS OR EXTENSIONS OF TIME OF PAYMENT THEREOF AND GENERALLY WAIVES ANY AND ALL SURETYSHIP DEFENSES AND DEFENSES IN THE NATURE THEREOF.

VII. Termination and Assignment. This Agreement and the security interests in the Collateral created hereby shall terminate when the Obligations have been paid and finally discharged in full. No waiver by the Bank or by any other holder of Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment by the Bank of all or any of the Obligations held by the Bank, such Bank may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Bank hereunder, and such Bank shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

VIII. Governmental Approvals. The Bank acknowledges that in connection with any exercise by the Bank of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Bank nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then

existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Bank of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Bank may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

IX. General

(a) No waiver by the Bank of any failure to pay or perform shall be effective unless in writing nor operate as a waiver of any other failure to pay or perform or of the same failure to pay or perform on a future occasion, nor shall the failure or delay of the Bank to exercise, or the partial exercise of, any right, power or privilege provided for hereunder in any circumstances preclude the full exercise of such right, power or privilege in the same or similar circumstances in the future or the exercise of any other right or remedy.

(b) This Security Agreement is intended as the final, complete and exclusive statement of the provisions contained in this Security Agreement. No amendment, modification, termination or waiver of any provision of this Security Agreement or consent to any departure by the Debtor therefrom shall, in any event, be effective unless the same shall be in writing and signed by the Bank and the Debtor. Any waiver of, or consent to any departure from, any provision of this Security Agreement shall be effective only in the specific instance of and for the specific purpose for which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time. No notice to or demand upon the Debtor shall in any case entitle Debtor to any other or further notice or demand in similar or other circumstances.

(c) The Debtor hereby irrevocably authorizes the Bank at any time and from time to time to file initial financing statements, continuation statements and amendments thereto in such locations and offices as the Bank shall deem necessary or appropriate to perfect the security interest granted herein, which such initial financing statements may (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment. Without limiting the generality of the foregoing, such other information may include, among other things, (i) whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor, and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish such information to the Bank promptly upon request. The Debtor also ratifies its authorization of the filing by Bank of any initial financing statements or amendments thereto filed prior to the date hereof.

(d) All rights of the Bank hereunder shall inure to the benefit of its successors and assigns, and all obligations of the Debtor shall bind its successors and assigns. The Bank shall

have the unrestricted right at any time or from time to time, and without the Debtor's consent, to assign all or any portion of its rights and obligations hereunder to one or more banks or other financial institutions (each, an "Assignee"), and the Debtor agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments hereto and to any other documents executed in connection herewith or pursuant hereto as the Bank shall deem necessary to effect the foregoing. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by the Bank in connection with such assignment, and the payment by Assignee of the purchase price agreed to by the Bank and such Assignee, such Assignee shall have all of the rights and obligations of the Bank hereunder (and under any and all other Loan Documents) to the extent that such rights and obligations have been assigned by the Bank pursuant to the assignment documentation between the Bank and such Assignee, and the Bank shall be released from its obligations hereunder and thereunder to a corresponding extent.

(e) The Debtor shall pay to the Bank on demand all reasonable costs and expenses, including reasonable attorney's fees (including out of pocket costs and expenses of the Bank's internal Legal Department) incurred or paid by the Bank in exercising, collecting, establishing, defending, preserving, protecting, or enforcing any of its rights in the Collateral or under any of the Obligations, and reasonable costs and expenses relating to the appraisal and/or valuation of Collateral.

(f) This Agreement and the security interest created hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(g) Whenever possible, each provision of this Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Security Agreement shall not be affected.

(h) Upon receipt of an affidavit of an officer of the Bank as to the loss, theft, destruction or mutilation of this Security Agreement, and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of such Security Agreement, the Debtor shall issue, in lieu thereof, a replacement agreement and the Debtor shall not be obligated to reimburse the Bank for any costs incurred by the Bank in connection therewith.

(i) The Debtor hereby acknowledges receipt of a complete, executed copy of this Security Agreement.

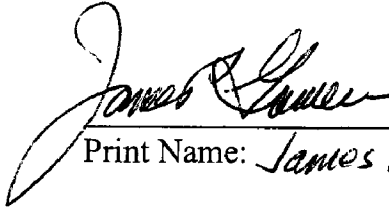
X. Governing Law and Jurisdiction. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of The Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it

may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 12 of this Agreement or as otherwise provided under the laws of The Commonwealth of Massachusetts.

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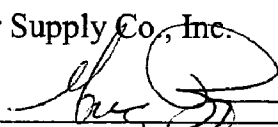
IN WITNESS WHEREOF, the Debtor has duly authorized and executed this Security Agreement as a sealed agreement on this 29th day of March, 2007.

Witness

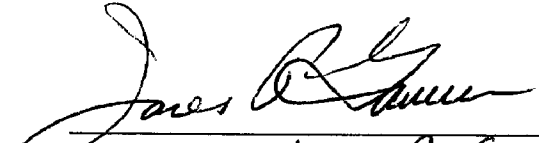

Print Name: James P. Gamerman

The "Debtor"

Agar Supply Co., Inc.

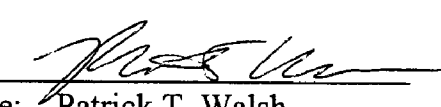
By: 
Name: Greg Burgess
Title: Treasurer

Witness:


Print Name: James P. Gamerman

The "Bank"

Citizens Bank of Massachusetts

By: 
Name: Patrick T. Walsh
Title: Vice President

Signature Page of Intellectual Property Security Agreement

SCHEDULE A

Copyrights

[To be completed by Debtor]

None

SCHEDULE B

Patents

[To be completed by Debtor]

None

SCHEDULE C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

[To be completed by Debtor]

SCHEDULE D

COUNTRY	REFERENCE#	FILED	APPL#	REGT	REG#	STATUS	CLASSES
AGAR	9949-4	10/17/1988	73/757,852	6/6/1989	1,543,095	Registered	42
United States	6/6/2009	Renewal					
ARIELLE	9949-5	10/21/2003	76/316,214	5/31/2005	2,958,547	Registered	29
United States	5/31/2011	Affidavit of Use					
	5/31/2015	Renewal					
FLYING DRAGON							
United States	9949-6	2/12/2001	76/047,896	12/28/2004	2,915,003	Registered	29
	12/28/2010	Affidavit of Use					
	10/9/2011	Renewal					
FLYING DRAGON (Styled)							
United States	9949-6	11/19/1988	75/590,250	7/4/2000	2,365,295	Registered	29
	7/4/2010	Renewal					
NEW ENDLAND'S BEST							
United States	9949-6	8/2/1999	75/766,160	10/9/2001	2,495,443	Registered	29
	10/9/2007	Affidavit of Use					
	10/9/2011	Renewal					