

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North American Foods, LLC		07/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ING Capital LLC
Street Address:	1325 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2606531	
Registration Number:	2809767	CREAMY MASH
Registration Number:	1971991	CREAMY MASH
Registration Number:	2009429	PARADISE VALLEY
Registration Number:	2646323	NATURAL MASH
Registration Number:	2503310	U.S. FOODS
Registration Number:	2849339	U.S. FOODS
Serial Number:	77048263	GET OUT OF THE COLD AND INTO THE GOLD.
Serial Number:	77043033	INSTAMASH
Registration Number:	2969189	LOADED BAKED
Registration Number:	2701370	BORN TO BE FAMOUS
Registration Number:	2990728	BABY REDS
Registration Number:	2938656	HOMEMADE HAS MET ITS MATCH!
Registration Number:	2928123	IDAHO NATURALLY

CH \$915.00 2606531

Registration Number:	2919386	DO ONE THING. DO IT WELL.
Registration Number:	2798107	POTATO MATES
Registration Number:	2259179	CHEESE PLEASE
Registration Number:	1085621	INSTAMASH
Serial Number:	77043112	IDAHOAN PREMIUM THE IRRESISTIBLE FLAVOR OF FRESH
Serial Number:	77043108	IDAHOAN REAL DELICIOUS QUICK AND SIMPLE
Serial Number:	77043100	IDAHOAN NATURALLY A HEALTHIER, ALL-PURPOSE MASHED LOW SODIUM & DAIRY-FREE
Registration Number:	3216119	IDAHOAN REAL
Registration Number:	3113411	IDAHOAN REAL
Registration Number:	2972018	THE IDAHOAN GUARANTEE REAL IDAHO POTATOES GUARANTEED TO BE THE FINEST YOU'VE EVER EATEN OR YOUR MONEY BACK!
Registration Number:	2819044	IDAHOAN
Registration Number:	2948970	IDAHOAN NATURALLY
Registration Number:	0578703	IDAHOAN
Registration Number:	2833787	IDAHOAN
Registration Number:	2083624	IDAHOAN COMPLETE
Registration Number:	2183734	IDAHOAN
Registration Number:	0814136	IDAHOAN
Registration Number:	2833788	IDAHO'S BEST -- THE NATION'S FINEST
Registration Number:	2837467	IDAHO'S BEST
Registration Number:	2920333	THE NATION'S FINEST
Registration Number:	0774745	IDAHO'S BEST-THE NATION'S FINEST
Registration Number:	0814137	IDAHO'S BEST-THE NATION'S FINEST

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: slee@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1180 Peachtree Street, N.E.
Address Line 2: c/o Semi Lee
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	59941.015062
NAME OF SUBMITTER:	Semi Lee
Signature:	/semi lee/

TRADEMARK

Date:

07/25/2007

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of July 17, 2007, by and between North American Foods, LLC, a Delaware limited liability company (the "Pledgor"), and ING CAPITAL LLC ("ING"), as Agent (in such capacity, the "Agent") for the Secured Parties referenced herein.

WITNESSETH:

RECITALS.

A. The Pledgor owns and uses certain trademarks and trademark licenses which are registered in the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. Pursuant to that certain Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Pledgor, the lenders from time to time party thereto (the "Lenders"), and ING Capital LLC, a Delaware limited liability company ("ING"), as agent (in such capacity, the "Agent"; Agent and Lenders, collectively the "Secured Parties"), the Lenders have agreed to make certain Loans to the Borrower, as more specifically described in the Credit Agreement; and

C. The Pledgor has executed a Security Agreement, dated as of even date herewith in favor of the Agent for the benefit of the Secured Parties (the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement); and

D. Pursuant to the Security Agreement, the Pledgor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for the benefit of the Secured Parties, all of the Pledgor's right, title and interest in and to, and granted to the Agent, for the benefit of the Secured Parties, a security interest in, the property described therein, including, without limitation, (a) all of Pledgor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Pledgor now has or hereafter acquires rights and wherever located; (b) all of the Pledgor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Pledgor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and

E. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, the Agent and Secured Parties have required that Pledgor grant to the Agent, for the benefit of Secured Parties, a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Pledgor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, 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, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, 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 thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for the payment and performance of the Secured Obligations, the Pledgor hereby grants, assigns and conveys to the Agent, for the benefit of the Secured Parties for security purposes a security interest in all of the Pledgor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Pledgor or in which Pledgor now has or hereafter acquires rights and wherever located; and

(b) each Trademark License now or hereafter held by the Pledgor or in which the Pledgor now has or hereafter acquires rights and wherever located to the extent such assignment is not prohibited by the terms of such Trademark License;

(c) any claim by the Pledgor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I; and

(d) all products and proceeds of the foregoing.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, unless and until the Agent exercises the rights and remedies accorded to it hereunder or under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Pledgor shall own, and may use and enjoy the Property in connection with its business operations in accordance with the terms of the Security Agreement.

3. The Pledgor hereby further acknowledges and affirms that the representations, warranties and covenants of the Pledgor with respect to the Property and the rights and remedies of the Agent with respect to the collateral assignment of the Property 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.

4. This Agreement shall terminate upon payment and performance in full of all Secured Obligations and termination of the Commitments of the Lenders, under and as defined in, the Credit Agreement. At any time and from time to time prior to such payment in full and termination, the Agent may terminate its security interest in, or reconvey to the Pledgor any rights with respect to, any or all of the Property. Upon termination of this Agreement or any termination of the security interest in any of the Property pursuant to the Security Agreement and following a request from the Pledgor, the Agent shall, at the expense of the Pledgor, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Pledgor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement pursuant to Section 4 hereof, the Pledgor shall obtain or acquire rights to any new Trademark or Trademark License, whether under a license or otherwise, the provisions of Section 2 hereof shall automatically apply thereto and the Pledgor shall comply with the terms of the Security Agreement with respect thereto. The Pledgor agrees to execute such further agreements or assignments as Agent shall request with respect to such after acquired property. The Pledgor authorizes the Agent to modify this Agreement by amending Schedule I to include any future Trademarks, trademark applications and trademark licenses covered by Section 2 hereof or by this Section 5.

6. The Pledgor further agrees that neither the Agent nor any Secured Party shall have any obligation or responsibility to protect or defend the Property and the Pledgor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement.

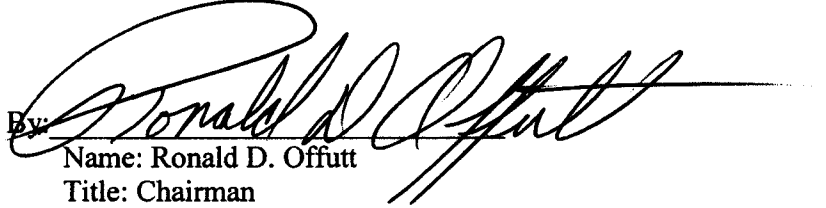
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

8. To the extent there is any actual irreconcilable conflict between the provisions of the Agreement and the Security Agreement, the provisions of the Security Agreement shall prevail.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed by its duly authorized officers as of the date first above written.

NORTH AMERICAN FOODS, LLC

By: 
Name: Ronald D. Offutt
Title: Chairman

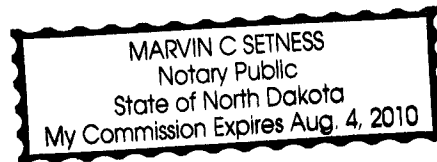
[CORPORATE SEAL]

STATE OF North Dakota)
) ss.:
COUNTY OF Cass)

On the 14 day of July, 2007 before me personally came Ronald D. Offutt, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Chairman of North American Foods, LLC, who being by me duly sworn, did depose and say that he is the Chairman of North American Foods, LLC, the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public M. C. Setness
My Commission Expires: 8/4/10

[NOTARIAL SEAL]



[Acknowledgement Page to TM Security Agreement]

TRADEMARK
REEL: 003590 FRAME: 0121

ING CAPITAL LLC, as Agent

By: 

Name:

William B. Redmond

Title:

Managing Director

[Signature Page to TM Security Agreement]

**TRADEMARK
REEL: 003590 FRAME: 0122**

New York
STATE OF ~~GEORGIA~~)
Putnam) ss.:
COUNTY OF ~~FULTON~~)

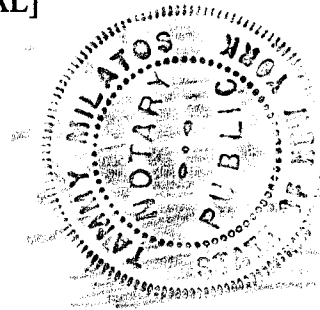
On the 16th day of July, 2007 before me personally came William Redmond to me personally known and known to me to be the person described in and who executed the foregoing instrument as a Officer of ING Capital LLC, who being by me duly sworn, did depose and say that he is a Managing Director of ING Capital LLC; that the said instrument was signed on behalf of said limited liability company in its capacity as Agent; that he signed his name thereto at the direction of the limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company in its capacity as Agent.

Tammy Milatos
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

TAMMY MILATOS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6139869
Qualified in Putnam County
My Commission Expires January 17, 2010



[Acknowledgement Page to TM Security Agreement]

TRADEMARK
REEL: 003590 FRAME: 0123

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>MARK</u>
2606531	Harvest Time
2809767	Creamy Mash
1971991	Creamy Mash
2009429	Paradise Valley
2646323	Natural Mash
2503310	US Foods
2849339	US Foods
77-048263	GET OUT OF THE COLD AND INTO THE GOLD
77-043033	INSTAMASH
2969189	LOADED BAKED
2701370	BORN TO BE FAMOUS
2990728	BABY REDS
2938656	HOMEMADE HAS MET ITS MATCH!
2928123	IDAHO NATURALLY (Design plus words)
2919386	DO ONE THING. DO IT WELL.
2798107	POTATO MATES
2259179	CHEESE PLEASE
1085621	INSTAMASH (Design plus words)
77-043112	IDAHOAN PREMIUM THE IRRESISTIBLE FLAVOR OF FRESH (Design plus words)
77-043108	IDAHOAN REAL DELICIOUS QUICK AND SIMPLE (Design plus words)
77-043100	IDAHOAN NATURALLY A HEALTHIER, ALL-PURPOSE MASHED LOW SODIUM & DIARY FREE (Design plus words)
3216119	IDAHOAN REAL (Design plus words)
3113411	IDAHOAN REAL (Design plus words)
2972018	THE IDAHOAN GUARANTEE REAL IDAHO POTATOES GUARANTEED TO BE THE FINEST YOU'VE EVER EATEN OR YOUR MONEY BACK! (Design plus words)
2819044	IDAHOAN (Design plus words)
2948970	IDAHOAN NATURALLY
0578703	IDAHOAN
2833787	IDAHOAN
2083624	IDAHOAN COMPLETE
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2833788	IDAHO'S BEST - THE NATION'S FINEST
2837467	IDAHO'S BEST
2920333	THE NATION'S FINEST
0774745	IDAHO'S BEST - THE NATION'S FINEST
0814137	IDAHO'S BEST - THE NATION'S FINEST

PENDING U.S. TRADEMARKS APPLICATIONS

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>MARK</u>
None		

TRADEMARKS LICENSES

Trademark Licenses with respect to which
Pledgor is a licensor

<u>Licensee</u>	<u>License</u>	<u>Trademark and Registration or Serial Number</u>
J. R. Simplot Company	IDAHOAN	0814136
J. R. Simplot Company	IDAHOAN	2183734
J. R. Simplot Company	IDAHOAN	2819044
J. R. Simplot Company	Other trademarks owned & licensed	
Idagrown, Limited	IDAHOAN	0578703
Idagrown, Limited	CHEESE PLEASE	2259179
Access Business Group LLC	IDAHOAN	0578703
Access Business Group LLC	IDAHO'S BEST – THE NATION'S FINEST	0774745
Nestle Canada	All Idaho Fresh-Pak Trademarks	
United Potato Growers of Idaho, Inc	IDAHOAN	0578703

Trademarks and Trademark Applications with respect to which
Pledgor is a licensee

<u>Trademark and Registration or Serial Number</u>	<u>Mark</u>
None	