

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Holten Meat, Inc.		08/27/2007	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	U.S. Bank National Association
Street Address:	7th and Washington Avenues
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1629299	EXTRA VALUE MEATS
Registration Number:	2521198	CLAIM TO FAME
Registration Number:	2738927	TNJ
Registration Number:	1910285	THICK N JUICY
Registration Number:	2728270	THICK N JUICY
Registration Number:	2923320	THICK N JUICY
Registration Number:	1369640	LEAN & LOW

**CORRESPONDENCE DATA**

Fax Number: (314)552-7179  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (314) 552-6297  
 Email: ipdocket@thompsoncoburn.com  
 Correspondent Name: Kenneth Solomon  
 Address Line 1: Thompson Coburn LLP  
 Address Line 2: One U.S. Bank Plaza

CH \$190.00 1629299

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 299/69400

NAME OF SUBMITTER: Kenneth Solomon

Signature: /Kenneth Solomon/

Date: 08/30/2007

**Total Attachments: 12**

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## **PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 27, 2007, by **HOLTEN MEAT, INC.**, an Illinois corporation ("Debtor"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, "Agent") for Lenders from time to time party to the Loan Agreement dated as of the date hereof by and among Debtor, Agent, and Lenders, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement), and has reference to the following facts and circumstances:

A. As a condition precedent to Agent and Lenders entering into the Loan Agreement, and in order to secure, among other things, the present and future indebtedness, liabilities and obligations under the Guaranty dated of even date herewith executed by Debtor and the other Guarantors in favor of Agent (as so amended, restated, or replaced from time to time, the "Guaranty"), Agent and Lenders have required that Debtor execute and deliver this Agreement to Agent for the ratable benefit of Lenders.

B. In order to induce Agent and Lenders to enter into the Loan Agreement, Debtor has agreed to execute and deliver the Guaranty and this Agreement to Agent for the ratable benefit of Lenders to secure, among other things, the present and future indebtedness, liabilities and obligations of Debtor to Agent and Lenders under the Guaranty.

C. This Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Debtor in favor of Agent pursuant to which Debtor has granted to Agent a security interest in and lien on, among other things, all Accounts, Inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to Agent for the ratable benefit of Lenders a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule B, attached

hereto and incorporated herein by reference, but excluding any intent-to-use trademark applications; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule C attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all present and future Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor to Agent and/or any Lender evidenced by or arising under or in respect of this Agreement and/or any other Transaction Document (including the Guaranties) and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by Agent and/or any Lender upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing Agent and/or any Lender in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Agent, and covenants and agrees with Agent and each Lender, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons except for licenses granted in the ordinary course of business;

(e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of all material registered Patents and Trademarks;

(g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement except in the ordinary course of business or with the prior consent of Secured Party.; and

(h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Agent and any Lender during normal business hours and at other reasonable times. Debtor will reimburse Agent and Lenders upon demand for all costs and expenses incurred by Agent in connection with any such inspection conducted by Agent while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Agent or any Lender, upon Agent's or any Agent's reasonable request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.

4. Further Assurances. Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been paid in full, (b) Agent and/or any Lender has no further commitment or obligation to make any Loans or advances or other extensions of credit to Debtor under the Loan Agreement or otherwise and (c) the Loan Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of Agent and Lenders, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent and Lenders under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Agent and Lenders any and all further instruments and documents and take any and all further action that Agent may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Agent and Lenders to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Agent, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on

the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Agent prompt written notice thereof.

6. Modification by Agent. Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, and/or C to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Sections 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold or licensed by Debtor, for Debtor's own benefit and account or Debtor's licensees' benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Agent may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Agent of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Agent to Debtor. If an Event of Default shall occur and be continuing, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and Lenders) to enforce any and all of the Patents, Trademarks and Licenses, and, if Agent shall commence any such suit, Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) Debtor shall pay all of the Secured Obligations in full, (b) no Letters of Credit shall remain outstanding, (c) Agent and/or any Lender shall have no further commitment or obligation to make any Loans or advances or other extensions of credit to Debtor under the Loan Agreement or otherwise and (d) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Agent's security

interest therein, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at an annual rate per equal to the lesser of Two Percent (2%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. 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.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Agent, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written

**(SIGNATURES ON FOLLOWING PAGE)**



**SIGNATURE PAGE-  
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Debtor:

**HOLTEN MEAT, INC.**

By: 

R. Scott Hudspeth, Chief Operating Officer &  
Secretary

Address: 1682 Sauget Business Boulevard  
Sauget, Illinois 62206  
Attention: R. Scott Hudspeth

Telecopy No.: (618) 337-3292

Accepted by and agreed to by Agent as of August 27, 2007:

Agent:

**U.S. BANK NATIONAL ASSOCIATION, as Agent**

By: 

Juli Van Hook, Senior Vice President

SCHEDULE A

(Patents and Patent Applications)

SCHEDULE B

(Trademarks and Trademark Applications)

Holten Meat Inc. Trademarks

Mark	Registration /Serial No.	Registration Date/ Date of Filing	Security Interest(s)?	Status
EXTRA VALUE MEATS and Design	1,629,299	Dec. 25, 1990	No	Registered - Renewed on Dec. 25, 2000
CLAIM TO FAME (Stylized)	2,521,198	Dec. 18, 2001	No	Registered - Sect. 8&15 filed on March 12, 2007
TNJ	2,738,927	July 15, 2003	No	Registered
THICK N JUICY	1,910,285	Aug. 8, 1995	No	Registered - Renewal filed Aug. 8, 2005
THICK N JUICY (Supplemental Register)	2,728,270	June 17, 2003	No	Registered
THICK N JUICY	2,923,320	Feb. 1, 2005	No	Registered
NACHO JIM'S	2,071,350	June 17, 1997	No	Cancelled as of March 20, 2004
LEAN & LOW (Supplemental Register)	1,369,640	Nov. 5, 1985	No	Registered as of February 23, 1995 (no further action has been taken)
THICK N JUICY	78/109,454	Feb. 18, 2002	No	Abandoned as of May 13, 2003
HEALTHY ANSWER and Design	1,960,651	March 5, 1996	No	Cancelled as of Dec. 7, 2002

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ST. LOUIS RIB	74/233,323	Dec. 24, 1991	No	Abandoned as of Jan. 13, 1993
HOLBEE	986,098	June 11, 1974	No	Expired as of March 12, 2005
ST. LOUIS RIB	1,271,325	March 20, 1984	No	Cancelled as of Aug. 2, 1990
TACO DELIGHT (Stylized)	73/416,224	March 7, 1983	No	Abandoned as of Aug. 2, 1984
THICK 'N JUICY (Supplemental Register)	1,635,170	Feb. 12, 1991	No	Cancelled as of Aug. 18, 1997
THICK AND JUICY (Stylized)	73/785,810	Feb. 5, 1990	No	Abandoned as of Feb. 5, 1990

SCHEDULE C

(Licenses)