

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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Registration Number:	0780682	CONTE THE ORIGINAL
Registration Number:	0700623	DECECCO
Registration Number:	0515081	FURMAN'S

CORRESPONDENCE DATA

Fax Number: (717)232-8773

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: uspto@h-hpc.com

Correspondent Name: Hooker & Habib, P.C.

Address Line 1: 100 Chestnut Street

Address Line 2: Suite 304

Address Line 4: Harrisburg, PENNSYLVANIA 17101

ATTORNEY DOCKET NUMBER:

1-1131

NAME OF SUBMITTER:

Thomas Hooker

Signature:

/Thomas Hooker/

Date:

11/06/2007

Total Attachments: 8

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TRADEMARK SECURITY ASSIGNMENT AGREEMENT

This TRADEMARK SECURITY ASSIGNMENT AGREEMENT (the "Agreement") is made this 29th day of October, 2007 by and between Furman Foods, Inc., a Pennsylvania corporation having a mail address at P.O. Box 500, Northumberland, Pennsylvania 17857-0500 ("*Borrower*"), and CommunityBanks, a Pennsylvania state-chartered banking institution having a mailing address at 55 Wetzel Drive, P.O. Box 233, Hanover, Pennsylvania 17331, (the "*Lender*") who are parties to that certain Revolving Line of Credit Loan and Security Agreement of even date herewith (as amended from time to time, the "Loan Agreement").

BACKGROUND:

Borrower has executed and delivered a certain Revolving Credit Demand Note (the "*Note*") to the Lender pursuant to the Loan Agreement. In order to induce the Lender to execute and deliver the Loan Agreement and provide credit to Borrower, Borrower has executed the Note and, as security for obligations under the Loan Agreement and the Note, Borrower has agreed to grant Lender a security interest in certain trademark rights, as hereinafter set forth. Pursuant to this Agreement, the Loan Documents and the Note, Lender shall have the right to foreclose on the Trademarks (as defined hereinbelow) in the event of the occurrence and continuance of an Event of Default under the Note, the Loan Documents and/or hereunder (subject, however, to any applicable grace periods specified therein or herein which must expire before such default occurs), in order that the Borrower may continue its use or manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Borrower hereby agrees with Lender as follows:

1. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Obligations, the Borrower hereby grants, assigns and conveys to the Lender a security interest in and to all of Borrower's trademark applications and trademarks, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. The Borrower covenants and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, subject only to existing licenses; (b) it has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks (excluding trademark applications) are subsisting and have not been adjudged invalid or unenforceable; (d) to the best of Borrower's knowledge, each of the Marks is valid and

enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; (g) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks; and (h) Borrower shall, in any event, for as long as Borrower retains legal and equitable title to the Marks, indemnify and hold the Lender harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Lender as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. Borrower hereby grants to Lender and its employees and agents the right to visit Borrower's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Borrower shall do any and all acts required by Lender to ensure Borrower's compliance with paragraph 2(g).

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Borrower shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.

5. Future Marks. The Borrower shall notify Lender promptly upon filing any additional applications for Marks or receiving any additional Marks and shall execute such further security assignments thereof or amendments of this Agreement as Lender may request in order to assign the same to Lender on the terms of this Agreement, provided that no recordings of such amendments shall be required in any office other than the U.S. Patent and Trademark Office and recordings of such amendments with the U.S. Patent and Trademark Office shall only be made upon the Lender's request and shall not occur more frequently than once during each period of six (6) months following the Closing Date. The Borrower authorizes the Lender to modify this Agreement by amending Schedule A to include any future trademarks, service marks or trade names which are Marks under paragraph 1 or paragraph 4 hereof.

6. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under this Agreement, the Note or the Loan Agreement; and (b) any violation by the Borrower of any representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within fifteen (15) calendar days after notice thereof to the Borrower.

7. Borrower's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Borrower shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Borrower from failing to renew or otherwise abandoning any item included within the Marks if, in the Borrower's good judgment, the

retention of such item is not material to the proper conduct of its business, provided, however, that Borrower shall give the Lender ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Lender's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Loan 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 the Marks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without advertisement, sell at public sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the Schedule A registrations and applications, the goodwill and equipment associated therewith, or any interest which the Borrower has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Borrower at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released. Anything else herein to the contrary notwithstanding, upon the occurrence of an Event of Default, Lender shall not sell or license the Marks or any interest therein for a period of 90 days ("Grace Period") during which time Borrower shall use its best efforts to sell in a commercially reasonable manner the whole or any part of the Marks or any interest the Borrower may have therein. Any sale of the Marks shall be subject to the Lender's approval, in its sole discretion, unless the proceeds of sale will pay the Obligations in full. The proceeds of any sale, after payment of the expenses of sale, shall be applied only to the payment of the Obligations until the Obligations have been paid in full, and thereafter as directed by Borrower. If, after such Grace Period, any part of the Obligations remains unpaid, Lender may exercise its right to sell or dispose of the remainder of the whole or any part of the Marks or any interest the Lender may have therein in the manner set forth above.

9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Borrower hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select in its exclusive discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse the Borrower's names on all applications, documents, papers and instruments necessary for the Lender to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Termination. At such time as the Borrower shall completely satisfy all of the Obligations and all other liabilities of the Borrower to the Lender under the Loan Agreement and the obligations of the Lender under the Loan Agreement have terminated, or an agreement between the Borrower and the Lender is executed in connection therewith, this Agreement shall terminate and the Lender shall execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrower the full unencumbered title to the Marks, registrations and applications, and the goodwill associated therewith, subject to any proper disposition thereof which may have been made by the Lender pursuant hereto.

11. Fees and Expenses of Lender. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lender in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Borrower on demand by the Lender, and until so paid shall be added to the principal amount of the Borrower and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Protection of Marks.

(a) The Borrower shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Lender shall, upon the reasonable request of the Borrower, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and the Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in connection therewith.

(b) If an Event of Default shall have occurred and be continuing, the Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Borrower shall at the request of the Lender do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement, and the Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 12, so long as such costs and expenses do not arise from gross negligence or willful misconduct of Lender..

13. No Waiver. No course of dealing between the Borrower and the Lender nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Agreement 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 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. Manufacture and Sale. The parties understand and agree that the security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Lender pursuant to the Loan Agreement and the other Loan Documents referred to therein, will permit the Lender, upon the happening of an Event of Default as provided herein and subject to prior grant licenses, to make use of all rights to the Marks, the goodwill associated therewith, all of which will permit the Lender to use of the Marks for substantially the same product specifications and quality as maintained by Borrower.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

19. Judicial Proceedings. Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. **EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.** Further, the Borrower waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. **THE BORROWER ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE LENDER WOULD NOT EXTEND CREDIT TO THE BORROWER IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

WITNESS/ATTEST:

COMMUNITYBANKS

Tricia A. Shaffer
Tricia A. Shaffer

By: Steven B. Barth
Steven B. Barth, Regional President

WITNESS/ATTEST:

FURMAN FOODS, INC.

Franklin G. Furman
FRANKLIN G. FURMAN

By: David N. Geise
David N. Geise, President

CERTIFICATE OF ACKNOWLEDGMENT

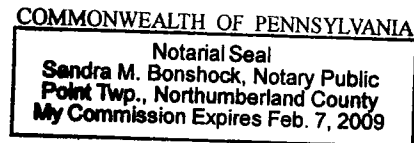
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF NORTHUMBERLAND :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29th day of October, 2007, personally appeared David N. Geise, to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Furman Foods, Inc., a Pennsylvania corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.







Notary Public

My Commission Expires:



Schedule A

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
MARZANO	2,128,831	January 13, 1998	January 13, 2008
FURMANO'S PRIMARIO (stylized)	2,157,205	May 12, 1998	May 12, 2008
			
FURMAN'S	1,824,521	March 1, 1994	March 1, 2014
FURMANO'S	1,785,732	August 3, 1993	August 3, 2013
NOMIS	1,813,923	December 28, 1993	December 28, 2013
BELLA VISTA	1,845,785	July 19, 1994	July 19, 2014
BELLA VISTA	1,071,558	August 16, 1977	August 16, 2017
CONTE	1,404,266	August 5, 1986	August 5, 2016
DELTERRA	1,243,001	June 21, 1983	June 21, 2013
NOMIS	1,121,949	July 10, 1979	July 10, 2009
FURMANO'S	1,121,948	July 10, 1979	July 10, 2009
RED CROSS BRAND (and design)	591,342	June 15, 1954	June 15, 2014
			
RED CROSS BRAND (and design)	50,291	March 6, 1906	March 6, 2016
			
NATURE'S ACRES	955,343	March 13, 1973	March 13, 2013
POINT VIEW	911,282	April 13, 1971	April 13, 2011
CONTE THE ORIGINAL (stylized)	780,682	November 24, 1964	November 24, 2014
			
DECECCO	700,623	July 5, 1960	July 5, 2010
FURMAN'S (stylized)	515,081	September 13, 1949	September 13, 2009
