

11-29-2007

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103464951

To the Director of the U. S. Patent and

Documents or the new address(es) below.

1. Name of conveying party(ies):

Draper Valley Holdings LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware State Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) September 6, 2007

- 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: Northwest Farm Credit Services, PCA

Internal

Address: P.O. Box 2515

Street Address: 1700 South Assembly Street

City: Spokane

State: Washington

Country: USA Zip: 99220-2515

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other PCA

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)

1,942,084 DRAPER VALLEY FARMS

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: Mark W. Hendricksen

Internal Address: 601 West First Avenue

Street Address: 601 West First Avenue

City: Spokane

State: Washington Zip: 99201-3828

Phone Number: 509-624-4276

Fax Number: 509-838-3424

Email Address: mhendricksen@wellsstjohn.com

6. Total number of applications and registrations involved:

3

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

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed check #154919

8. Payment Information:

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

b. Deposit Account Number 11/28/2007 MGETACHE 00000071 1942084

Authorized User Name 40.00  
01 FC:8521 50.00  
02 FC:8522

9. Signature:

Mark W. Hendricksen

Signature

11-27-07

Date

Mark W. Hendricksen

Name of Person Signing

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

10

**CONTINUATION OF THE INFORMATION IN ITEM 4**

Registration No. 2,316,826	RANGER
Registration No. 2,319,565	RANGER THE FREE RANGE CHICKEN & Design

**Draper Valley Holdings LLC**  
**Customer No. 54998**

**SECURITY AGREEMENT AND LICENSE  
OF INTELLECTUAL PROPERTY**

THIS SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY (this "Agreement") dated as of September 5, 2007, and is by and between **DRAPER VALLEY HOLDINGS LLC**, a Delaware limited liability company, whose principal place of business is c/o Booth Creek Management Corporation, 950 Red Sandstone Road #43, Vail, Colorado, 81657 (hereinafter individually and collectively "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is 1700 South Assembly Street, Spokane, Washington 99224-2121, P.O. Box 2515, Spokane, Washington 99220-2515 (hereinafter "Secured Party").

Debtor and Secured Party have executed a certain General Business Security Agreement of even date herewith (hereinafter the "Security Agreement") which grants to Secured Party a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, and general intangibles and intellectual property, including, but not limited to trademarks, trademark applications, patents, patent applications trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

Debtor and Secured Party wish to make specific provision in this Agreement for Debtor's intangibles and intellectual property identified herein, including for the recording thereof in the appropriate offices;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

**A. Incorporation of Security Agreement.** All of the terms and provisions of the Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

**B. Grant of Security Interest in Intellectual and Intangible Property.** Debtor hereby irrevocably grants a security interest to Secured Party all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Secured Party:

1. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without

**SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 1**  
**Draper Valley Holdings LLC; Customer No. 54998**

**TRADEMARK**  
**REEL: 003671 FRAME: 0051**

limitation, the trademarks, service marks and applications (if any) listed on Schedule A attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

2. All copyrights, including, without limitation, all unregistered or common law copyrights.

3. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule B and attached hereto (herein the "Patents"); and

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

4. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by Debtor and which is covered by such Licenses to the extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

5. The goodwill of each of Debtor's businesses connected with and or symbolized by the business, the Trademarks (hereinafter "Goodwill").

6. The trade secrets, recipes, formulas and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtor, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all formulas and winemaking techniques and processes; and ingredient standards, ingredient supplier and customer lists, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

7. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Secured Party's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the Security Agreement), Secured Party may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and or product lines of Debtor. Secured Party shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Secured Party's other rights and interests herein, Debtor grants to Secured Party an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Secured Party to manufacture, use, sub-license and or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Secured Party. Secured Party shall have no liability to Debtor or any other party for any royalties or other charges arising from Secured Party's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of Secured Party or its agents, and except for any such liability resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Secured Party from any royalties, expenses, charges, and or liabilities incurred by Secured Party under this Agreement (or otherwise) and from any litigation, claims, actions and or proceedings against Secured Party regarding the use and or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees), except for any such liability arising from the gross negligence or willful misconduct of Secured Party or its agents, and except for any such liability resulting from the

knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition.

**F. Termination of this Security Agreement and License.** The term of the security agreement and license granted to Secured Party herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or
2. Full satisfaction of all of Debtor's obligations to Secured Party, as set forth in the Security Agreement.

Upon payment in full of the obligations, Secured Party shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Secured Party's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Secured Party during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

**G. Duties of Debtor.** Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;
2. Prosecute diligently any Patent rights and Trademark rights and/or application acquired by Debtor now or hereafter until the Obligations shall have been paid in full;
3. Preserve and maintain all of Secured Party's rights in and to the Patent(s), Trademark(s), Copyright(s) and License(s), including without limitation, filing all necessary declarations, renewals and government fees in connection therewith; and
4. Promptly notify Secured Party in writing of any new Patent, Trademark, Copyright or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Secured Party shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Secured Party's use thereof; nor shall Secured Party have any duties in connection with the application for, protection and or maintenance of the Intellectual and Intangible Property. Other than in debtor's good faith business judgment, Debtor shall not abandon any rights in and to any patentable invention or in any Trademark or Copyright which are material to Debtor's business operations without the prior written consent of Secured Party.

**SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 4**  
**Draper Valley Holdings LLC; Customer No. 54998**

**TRADEMARK**  
**REEL: 003671 FRAME: 0054**

**H. Secured Party's Rights to Protect Intellectual and Intangible Property.** After the occurrence of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Secured Party shall commence any such permitted suit, Debtor shall, at the request of Secured Party, do all lawful acts and execute all proper documents reasonably required by Secured Party in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses incurred by Secured Party in exercise of its rights under this Agreement. In the event Secured Party incurs any expense or cost in protecting and or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Secured Party, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Secured Party to properly record or evidence this pledge and mortgage with the appropriate domestic and or foreign governmental authorities.

**I. Waivers.** No course of dealing between Debtor and Secured Party, nor any failure to exercise, or any delay in exercising, on the part of Secured Party, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Secured Party from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

**J. Severability.** The provisions of this Agreement are severable. 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.

**K. Entire Agreement.** This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Secured Party.

**L. Cumulative Remedies.** All of Secured Party's rights and remedies with respect to the Intellectual and Intangible Property, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

**M. Beneficiaries.** This Agreement shall be binding upon Debtor and its successors and assigns and shall inure to the benefit of Secured Party and its respective successors and assigns.

**N. Default Limited.** Wherever this Agreement provides that Secured Party shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by Secured Party in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of

determining whether Secured Party may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

**O. WAIVER OF JURY TRIAL.** DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Dated as of the day and year first above written.

**DRAPER VALLEY HOLDINGS LLC**

By: James G. Skidmore  
James G. Skidmore, Vice President

STATE OF Illinois )  
 ) ss.  
County of Cook )

On this 6th day of September, 2007, before me personally appeared James G. Skidmore, known to me to be the Vice President of Draper Valley Holdings LLC, the limited liability company that executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.



Michelle Pontarelli  
Notary Public for the State of \_\_\_\_\_  
Residing at Chicago, IL  
My commission expires \_\_\_\_\_  
Printed Name Michelle Pontarelli

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**SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 6**  
**Draper Valley Holdings LLC; Customer No. 54998**



**SCHEDULE A**

to

**Security Agreement and License of Intellectual Property**

<b>TRADEMARK</b>	<b>U.S. TRADEMARK REGISTRATION NUMBER</b>
DRAPER VALLEY FARMS	1,942,084
RANGER	2,316,826
RANGER THE FREE RANGE CHICKEN & Design	2,319,565

<b>TRADEMARK</b>	<b>STATE OF WASHINGTON TRADEMARK REGISTRATION NUMBER</b>
CASCADE POULTRY CO.	15424
GOURMET ON * THE * GO	22307
NORTHWEST FARMS WITH 2 CHICKENS AND MOUNTAINS	21321
SUPPORT YOUR LOCAL CHICKEN	15503

<b>UNREGISTERED TRADEMARKS</b>
ART'S FRYER
DRAPER VALLEY
RANGER CHICKEN
JIM'S HAULING

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**SCHEDULE B**

to

**Security Agreement and License of Intellectual Property**

**PATENTS**

**NONE**

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**SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 8**  
**Draper Valley Holdings LLC; Customer No. 54998**

**TRADEMARK**  
**REEL: 003671 FRAME: 0058**

**CONTINUATION OF THE INFORMATION IN ITEM 4**

Registration No. 2,316,826	RANGER
Registration No. 2,319,565	RANGER THE FREE RANGE CHICKEN & Design