

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barber Foods		02/11/2008	CORPORATION: MAINE

**RECEIVING PARTY DATA**

Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Attn: Asset Based Lending
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1108134	BARBER FOODS
Registration Number:	1364728	BARBER FOODS
Registration Number:	3077574	BLASTERS
Registration Number:	2294194	DISTINCTIONS
Registration Number:	1827586	REAL HOME-STYLE GOODNESS
Registration Number:	3253250	THE FEARLESS CHICKEN COMPANY

**CORRESPONDENCE DATA**

Fax Number: (216)566-5800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216-566-5570  
 Email: Wendy.Seifert@ThompsonHine.com  
 Correspondent Name: Nathan L. Wiedemann, Esq.  
 Address Line 1: 127 Public Square  
 Address Line 2: 3900 Key Center  
 Address Line 4: Cleveland, OHIO 44114

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	066410.00033
NAME OF SUBMITTER:	Nathan L. Wiedemann, Esq.
Signature:	/nlw/
Date:	03/17/2008

**Total Attachments: 27**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 11<sup>th</sup> day of February, 2008 by BARBER FOODS, a Maine subchapter S corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined ("Agent"), for the benefit of the Lenders, as hereinafter defined.

### 1. Recitals.

Pledgor and KDJS PARTNERS, LLC, a Maine limited liability company (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of February 11, 2008, with the lenders from time to time listed on Schedule 1 thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender") and Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that the Lenders grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor understands that the Lenders are willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to Borrowers by the Lenders, and for other valuable consideration.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other

commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to Agent, the Fronting Lender, or any Lender pursuant to the Credit Agreement, and includes the principal of and interest on all Loans and all obligations pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to Agent or any Lender pursuant to the Credit Agreement or any other Loan Document; (d) all obligations and liabilities of the Companies owing to Lenders under Hedge Agreements; (e) the Bank Product Obligations owing to Lenders under Bank Product Agreements; (f) every other liability, now or hereafter owing to Agent or any Lender by any Company or Borrower pursuant to the Credit Agreement or any other Loan Document; and (g) all Related Expenses.

“Proceeds” means (a) any proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds includes, without limitation, moneys, checks, and Deposit Accounts. Except as expressly authorized in this Agreement, the right of Agent and the Lenders to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Agent or any Lender to Pledgor’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Washington, D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Agent and each Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. To the best of Pledgor's knowledge, the Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Upon reasonable notice to Pledgor from Agent, Pledgor hereby grants to Agent, for the benefit of the Lenders, and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Event of Default.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Pledgor expressly acknowledges that Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Agent the Assignment, which Assignment shall have no

force and effect and shall be held by Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.3. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Agent shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits 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 otherwise protecting, maintaining or preserving the

Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Agent and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Subject to the provisions of Section 9 hereof and except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Agent's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent and the Lenders in connection with the provisions of this Section 11, in the event Agent, on behalf of the Lenders, elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor 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.

13. Agent's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Lenders, may, but is not obligated to, upon giving reasonable notice to Pledgor, do so in Pledgor's name or in the name of Agent, on behalf of the Lenders, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent, upon request, in full for all expenses, including attorneys' fees, incurred by Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Agent prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments required by Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Lenders, pursuant hereto.

18. Release of Collateral. In the event any part of the Collateral is sold in connection with a sale permitted by Section 5.12 of the Credit Agreement (or is otherwise released at the direction of Agent, the Required Lenders, or all of the Lenders, as may be required by Section 12.3 of the Credit Agreement), and the proceeds of such sale or sales or from such release are applied in accordance with the terms of the Credit Agreement to the extent required to be so applied, Agent, at the request and expense of Pledgor, will (a) release such Collateral from this Agreement, and (b) duly assign, transfer and deliver to Pledgor (without recourse and without any representation or warranty) such Collateral as is then (or has been) so sold or released and as may be in possession of Agent and has not theretofore been released pursuant to this Agreement.

19. No Waiver. No course of dealing between Pledgor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents 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 thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. 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.

22. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the respective successors and assigns of Agent and the Lenders. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of the Credit Agreement (with a courtesy copy to Bruce A. Coggeshall, Esq., Pierce Atwood, One Monument Square, Portland, Maine 04101), if to Agent or any Lender, mailed or delivered to it, addressed to the address of Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received by Agent or such Lender.

25. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, Agent and the Lenders hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws.

[Remainder of page intentionally left blank.]

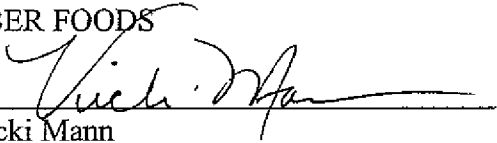
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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE LENDERS, BORROWERS AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

BARBER FOODS

By: \_\_\_\_\_

  
Vicki Mann

Treasurer

Signature Page to  
Intellectual Property Security Agreement

TRADEMARK  
REEL: 003741 FRAME: 0022

SCHEDULE 1

See attached.

Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

Page 1 of 15

Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Date	Date	Next Renewal
BARBER FOODS	1250/2872	United States of America	ORD	73-114,916 07-Feb-1977		1,108,134 05-Dec-1978	Registered 05-Dec-2008

Owner: Barber Foods  
 Client: Barber Foods  
 Agent:

Attorneys: GAP  
 Client Ref:  
 Agent Ref:

Designated Country/Status:

Images/Links:

Goods: 29 Int.

Classes 29 Int.

Frozen chicken breasts and frozen entres comprising chicken breasts and other ingredients.

Remarks: DISCLAIMER: Applicant disclaims the word "Foods" apart from the mark as shown.

Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

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Trademark	Case Number	SubCase	Application Number	Publication Number	Registration Number	Status
	Country	Case Type	Filing Date	Publication Date	Registration Date	Next Renewal
BARBER FOODS	1250/2872CABAR Canada	ORD	1,090,783 29-Jan-2001	08-Jan-2003	TMA 581,943 20-May-2003	Registered 20-May-2018

Owner: Barber Foods  
 Client: Barber Foods  
 Agent: Finlayson & Singelhurst  
 Classes N/A CA

Attorneys: W L W  
 Client Ref:  
 Agent Ref:

Designated Country/Status: Images/Links:  
 Goods: N/A CA frozen chicken breasts and frozen entrees comprising chicken breasts and other ingredients

Remarks: 7/11/02 - Letter from Hugh Campbell enclosing Canadian Office Action due 11/5/02. 9/10/02 Ordered certified copy of U.S. Registration No. 1,108,134. 11/5/02 Letter from Hugh Campbell filing response to Office Action, filing the required certified copy of U.S. Registration and amending the application to disclaim the word FOODS. 12/2/02 Letter from H. Campbell advising application approved for advertisement. 4/22/03 Letter from H. Campbell enclosing Notice of Allowance. 4/29/03 Letter to M. Dvorozniak forwarding Notice of Allowance and requesting instructions on payment of registration fee due 9/28/03. 5/2/03 Letter to H. Campbell advising to proceed with payment of registration fee. 5/8/03 Letter from H. Campbell advising registration fee has been paid. 7/11/03 Letter from H. Campbell enclosing Canadian Certificate of Registration.

Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

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Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Date	Date	Next Renewal
BARBER FOODS (and Design)	1250/2872CADES	Canada	ORD	1,090,782 29-Jan-2001	08-Jan-2003	TMA 581,944 20-May-2003	Registered 20-May-2018

Owner: Barber Foods  
 Client: Barber Foods  
 Agent: Finlayson & Singlehurst  
 Classes N/A CA

Attorneys: WLW  
 Client Ref:  
 Agent Ref:

Designated Country/Status:  
 Images/Links:

Goods: N/A CA prepared chicken entrees  
 Remarks: 7/11/02 - Letter from Hugh Campbell enclosing Canadian Office Action due 11/5/02. 9/10/02 Ordered certified copy of U. S. Registration No. 1,364,728. 11/5/02 Letter from Hugh Campbell filing response to Office Action, filing the required certified copy of U.S. Registration and amending the application to disclaim the word FOODS. 12/2/02 Letter from H. Campbell advising application approved for advertisement. 4/22/03 Letter from H. Campbell enclosing Notice of Allowance. 4/29/03 Letter to M. Dvorozniak forwarding Notice of Allowance and requesting instructions on payment of registration fee due 9/28/03. 5/2/03 Letter to H. Campbell advising to proceed with payment of registration fee. 5/8/03 Letter from H. Campbell advising registration fee has been paid. 7/11/03 Letter from H. Campbell enclosing Canadian Certificate of Registration.

Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

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Trademark	Case Number	Country	SubCase Case Type	Application Filing Date	Number	Publication Date	Registration Number	Status
BARBER FOODS (and design)	1250/2872DES	United States of America	ORD	73-527,538 18-Mar-1985	30-Jul-1985	1,364,728 08-Oct-1985	Registered 08-Oct-2015	

Owner: Barber Foods  
 Client: Barber Foods  
 Agent:

Attorneys: GAP  
 Client Ref:  
 Agent Ref:

Designated Country/Status:  
 Images/Links:



BARBER FOODS (and Design)

Goods: 29 Int. Prepared chicken entrees.  
 Remarks: DISCLAIMER: No claim is made to the exclusive right to use "Foods" apart from the mark as shown. 4/15/05 Reminder letter to client re Sec. 8 and Sec. 9 renewal. 10/4/05 PTO Online filing Section 8 and renewal; PTO receipt. 12/14/05 PTO Notice of Acceptance Section 8 and Notice of Renewal.

Client: 1250 Barber Foods

Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Publication Date	Registration Date	Next Renewal

BARBER FOODS (AND DESIGN)	1250/2872HNDE	Honduras	ORD			83312	Registered
						27-Dec-2001	27-Dec-2011

Owner: Barber Foods

Client: Barber Foods

Agent: J.R. Paz & Asociados, Abogados

Classes 29 Int.

Attorneys: WLW

Client Ref:

Agent Ref:

Designated Country/Status:

Images/Links:



BARBER FOODS (and Design)

Goods: 29 Int. Prepared chicken entrees.

Remarks: 2/18/02 e-mail communication from Honduras counsel advising mark is fully registered in Honduras; registration documents to follow.  
 4/26/02 e-mail communication Honduras counsel and request to forward registration documentation via FEDEX. 9/26/02 e-mail communication Honduras counsel and confirm address for mailing registration documentation. 9/14/02 Letter from J.R. Paz & Asociados enclosing Certificate of Registration. 2/6/07 E-mail from foreign counsel requesting confirmation of use or instructions to pay rehabilitation fees for non-use.



Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

Page 6 of 15

Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Publication Date	Registration Date	Next Renewal
BLASTERS	1250/2872BLAS	United States of America	ORD	78-401,443 14-Apr-2004	08-Feb-2005	3,077,574 04-Apr-2006	Registered 04-Apr-2016
Owner: Barber Foods Client: Barber Foods Agent:							
Designated Country/Status: Classes 29 Int.							
Images/Links: Goods: 29 Int. stuffed breaded chicken (First Use Date 06/00/2004)							
Remarks: ITU. 4/14/04 Filed (electronically) with PTO ITU Application; PTO confirmation receipt of same. 1/19/05 PTO Notice of Publication. 5/3/05 PTO Notice of Allowance. 10/31/05 Online PTO filing Statement of Use; PTO receipt. 2/24/06 PTO Notice of Acceptance of Statement of Use. 4/4/06 PTO Certificate of Registration.							

Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

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Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Publication Date	Registration Date	Next Renewal
CHICKENCHILADA	1250/2872A	United States of America	ORD	78-799,749 26-Jan-2006			Abandoned
Owner: Barber Foods Client: Barber Foods Agent:							
Classes 29 Int.							
Designated Country/Status:							
Images/Links:							
Goods: 29 Int. Chicken entrees.							
Remarks: 1/26/06 Filed (electronically) ITU Application with PTO; PTO confirmation receipt of same. 7/18/06 PTO Office Action. 7/26/06 E-mail B. Guttrite to let abandon. 1/4/07 E-mail to B. Guttrite reminder to let abandon. 1/5/07 E-mail from B. Guttrite confirming to let application abandon. 2/13/07 PTO Notice of Abandonment. (FINISH FILE BOX NO. 36892).							
Attorneys: GAP Client Ref: Agent Ref:							

Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

Trademark	Case Number	Country	SubCase	Case Type	Application Filing Date	Number	Publication Number	Registration Number	Status
DISTINCTONS	1250/2872C	Canada	ORD		29-Jan-2001	1,090,784		TMA578,624	Registered
								31-Mar-2003	Next Renewal
									31-Mar-2018

Owner: Barber Foods  
 Client: Barber Foods  
 Agent: Finlayson & Singlehurst  
 Classes N/A CA

Attorneys: WLW  
 Client Ref:  
 Agent Ref:

Designated Country/Status:

Images/Links:

Goods: N/A CA chicken breasts, including stuffed chicken breasts  
 Remarks: 5/30/02 Received Office Action from H. Campbell; response due 9/27/02. 9/11/02 Ordered certified copy of U. S. Registration No. 2,294,194. 9/20/02 Certified copy of U. S. Registration sent to H. Campbell. 9/25/02 Letter from Hugh Campbell responding to Office Action and filing the required U.S. Registration. 11/7/02 Letter from Hugh Campbell stating that the application has been approved for advertisement and enclosing Approval Notice. 2/18/03 Letter from H. Campbell enclosing Notice of Allowance. 3/3/03 Letter to M. Dvorziak forwarding Notice of Allowance and requesting instructions on payment of registration fee due 8/14/03. 3/11/03 Letter to H. Campbell advising to proceed with payment of registration fee. 3/18/03 Letter from H. Campbell confirming payment of registration fee. 7/22/03 Letter from H. Campbell enclosing Certificate of Registration.

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Trademark List by Client

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Client: 1250 Barber Foods

Trademark	Case Number	Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
DISTINCTIONS	1250/2872DIS	United States of America	ORD	75-495,091 02-Jun-1998	31-Aug-1999	2,294,194 23-Nov-1999	Registered 23-Nov-2009

Owner: Barber Foods  
 Client: Barber Foods  
 Agent:

Attorneys: WLW  
 Client Ref:  
 Agent Ref:

Classes 29 Int.

Designated Country/Status:

Images/Links:

Goods: 29 Int.

chicken breasts, including stuffed chicken breasts

Remarks: 1/10/04 Letter to M. Dvorozniak re filing Sec. 8 Affidavit. 6/9/05 Filed (electronically) Combined Declaration of Use & Incontestability under Secs. 8 & 15 with PTO; PTO confirmation receipt of same. 7/11/06 PTO Notice of Acceptance and Acknowledgement of Sec. 8 & Sec. 15.

Tuesday, January 8, 2008

Trademark List by Client

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Client: 1250 Barber Foods

Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Date	Date	Next Renewal
HOW CAN ANYTHING THIS	1250/2872HOW	United States of America	ORD	74-368,520	28-Dec-1993	1,827,587	Cancelled
GOOD BE SO EASY1				16-Mar-1993		22-Mar-1994	22-Mar-2004

Owner: Barber Foods

Client: Barber Foods

Agent:

Classes 29 Int.

Designated Country/Status:

Images/Links:

Goods: 29 Int.

Frozen chicken specialties, consisting of entrees, patties, fingers and nuggets.  
Remarks: 3/18/03 Letter Mark Dvorozniak re renewal reminder deadline. 3/15/04 E-mail to M. Dvorozniak advising specimen not acceptable and application will expire and be cancelled if Section 8 and renewal application not filed during grace period. (FINISH FILE BOX NO. 36892).

TRADEMARK

REEL: 003741 FRAME: 0033

Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

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Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Publication Date	Registration Date	Next Renewal
REAL HOME-STYLE GOODNESS	1250/2872HOM	Canada	ORD	1,090,785 29-Jan-2001		TMA 613,141 18-Jun-2004	Registered 18-Jun-2019

Owner: Barber Foods  
 Client: Barber Foods  
 Agent: Finlayson & Singlehurst  
 Classes N/A CA

Attorneys: W/LW  
 Client Ref:  
 Agent Ref:

Designated Country/Status:

Images/Links:

Goods: N/A CA Frozen chicken specialties, namely entrees, patties, fingers and nuggets.

Remarks: 6/11/02 - Letter from Hugh Campbell enclosing Canadian Office Action due October 6, 2002. 9/10/02 Ordered certified copy of U.S. Registration No. 1,827,586. 9/20/02 E-mail to H. Campbell requesting extension of time to respond to Canadian Office Action due October 6, 2002. 9/24/02 Letter from H. Campbell confirming extension request to respond to Office Action to April 6, 2003. 3/18/03 Letter H. Campbell requesting an additional extension of time to respond to Office Action. 4/4/03 Letter from H. Campbell confirming extension request to respond to Office Action to October 6, 2003. 4/16/03 Letter to M. Dvorozniak advising of same with request that he advise (9/27/03) if he wishes to proceed with Canadian Application. 10/1/03 Letter to H. Campbell enclosing certified copy of U.S. registration with instruction to respond to Office Action. 10/3/03 Letter from H. Campbell forwarding copy of Office Action Response. 11/10/03 Letter from H. Campbell advising application approved for advertisement. 3/2/04 Letter from H. Campbell enclosing Notice of Allowance. 3/31/04 Letter to M. Dvorozniak forwarding Notice of Allowance and requesting instructions on payment of registration fee due 8/27/04. 4/27/04 Letter to H. Campbell advising to proceed with payment of registration fee. 5/12/04 Letter from H. Campbell advising registration fee has been paid. 6/22/04 Letter from H. Campbell enclosing Canadian Certificate of Registration. 12/21/06 Letter to M. Dvorozniak proof of use reminder.

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Client: 1250 Barber Foods

Trademark List by Client

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Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Publication Date	Registration Date	Next Renewal
REAL HOME-STYLE GOODNESS	1250/2872REA	United States of America	ORD	74-368,519 16-Mar-1993	28-Dec-1993	1,827,586 22-Mar-1994	Registered 22-Mar-2014
Owner: Barber Foods Client: Barber Foods Agent:							
Designated Country/Status: Classes 29 Int. Images/Links:							
Goods: 29 Int. Frozen chicken specialties, consisting of entrees, patties, fingers and nuggets (First Use Date 01/00/1986; First Use in Commerce 01/00/1986).							
Remarks: 11/18/99: Section 8 and Section 15 Affidavits accepted. 3/18/03 Letter Mark Dvorozniak re renewal reminder deadline. 3/25/04 Filed (electronically) with PTO Combined Sections 8 & 9 Declaration/Application; PTO confirmation receipt of same. 5/24/04 PTO Notice of Acceptance of Section 8 and Notice of Renewal.							

Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

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Trademark	Case Number	Country	SubCase	Application Number	Publication Number	Registration Number	Status
			Case Type	Filing Date	Publication Date	Registration Date	Next Renewal
SO GOOD...SO EASY	1250/2872SO	United States of America	ORD	74-368,518 16-Mar-1993	21-Dec-1993	1,826,487 15-Mar-1994	Cancelled 15-Mar-2004

Owner: Barber Foods  
 Client: Barber Foods  
 Agent:

Attorneys: GAP  
 Client Ref:  
 Agent Ref:

Classes 29 Int.

Designated Country/Status:

Images/Links:

Goods: 29 Int. Frozen chicken specialties, consisting of entrees, patties, fingers and nuggets.  
 Remarks: 3/18/03 Letter Mark Dvorozniak re renewal reminder deadline. 9/13/04 E-mail to M. Dvorozniak on status filing Sec. 8 and 9. 9/14/04 E-mail from M. Dvorozniak advising mark not in use and let expire. (FINISH FILE BOX NO. 36892).



Tuesday, January 8, 2008

Client: 1250 Barber Foods

Trademark List by Client

Trademark	Case Number	SubCase	Application Number	Publication Number	Registration Number	Status
	Country	Case Type	Filing Date	Publication Date	Registration Date	Next Renewal
THE FEARLESS CHICKEN COMPANY	1250/2872B United States of America	ORD	78-809,634 08-Feb-2006	03-Apr-2007	3,253,250 19-Jun-2007	Registered 19-Jun-2017

Owner: Barber Foods  
 Client: Barber Foods  
 Agent:

Attorneys: GAP  
 Client Ref:  
 Agent Ref:

Classes 29 Int.

Designated Country/Status:

Images/Links:

Goods: 29 Int.

Frozen chicken breasts and frozen chicken entrees comprising chicken breasts and other ingredients; chicken entrees; stuffed breaded chicken; stuffed chicken breast; frozen chicken specialties, namely, patties, fingers, and nuggets.

Remarks: 2/8/06 Online PTO filing Use Application; PTO filing receipt. 7/18/06 PTO Office Action. 1/4/07 Online PTO filing Response to Office Action; PTO receipt. 1/8/07 PTO Office Action. 1/9/07 Online PTO filing Response to Office Action; PTO receipt. 3/14/07 PTO Notice of Publication. 6/19/07 PTO Certificate of Registration. Disclaimer "CHICKEN COMPANY".

Sort Order: by Client

Report Format: Comprehensive

Print Goods?: Yes

Print Remarks?: Yes

Print Images/Links?: Yes

Print Designated Countries?: Yes

Filing Date:

From:

To:

Case Number:

Trademark:

Client: Barber Foods

Agent:

Attorney:

Owner:

Country:

Area:

Keyword:

Status Code: All

Case Type(s):

Status(es):



United States Patent and Trademark Office

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Publication Number: 07134861

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Sections:

- Front Page
Drawings
Specifications
Claims

(12) United States Patent Shorey

(10) Patent No.: US 7,134,861 B2
(45) Date of Patent: Nov. 14, 2006

- (54) EXTRUSION NOZZLE
(75) Inventor: Jeff Shorey, Yarmouth, ME (US)
(73) Assignee: Barber Foods, Portland, ME (US)
(\*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 257 days.
(21) Appl. No.: 10/314,752
(22) Filed: Dec. 9, 2002
(65) Prior Publication Data US 2003/0082254 A1 May 1, 2003

Related U.S. Application Data
(63) Continuation of application No. 09/496,161, filed on Feb. 1, 2000, now abandoned.

- (51) Int. Cl. A21C 11/16 (2006.01)
(52) U.S. Cl. 425/133.1; 425/191; 425/463; 426/283; 426/448; 426/516
(58) Field of Classification Search 425/133.1, 425/580, 461, 462, 113, 114, 191, 463, 291; 426/516, 283, 448
See application file for complete search history.

- (56) References Cited
U.S. PATENT DOCUMENTS
3,252,183 A \* 3/1966 Bronzer 425/114

\* cited by examiner
Primary Examiner—Joseph S Del Sole
(74) Attorney, Agent, or Firm—Pierce Atwood LLP; Kevin M. Farrell

(37) ABSTRACT
An extrusion nozzle including an outlet port having a single opening with a first region, second region, and a pinched region between the two. The pinched region reduces the dimensions of the extrudate in relation to the dimensions associated with the first and second regions. In that way, the extrudate is joined together but may be easily separated into two separate pieces with dimensions related to the dimensions of the first and second region.

2 Claims, 4 Drawing Sheets

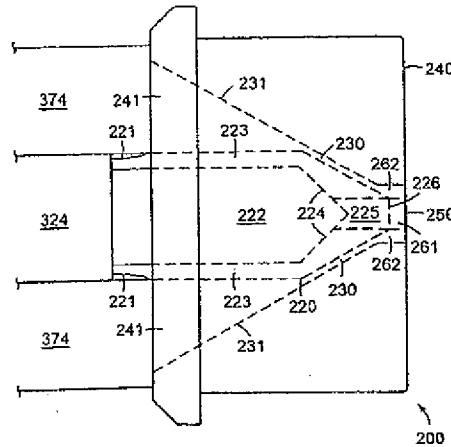


EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF FEBRUARY 11, 2008, EXECUTED BY BARBER FOODS, A MAINE SUBCHAPTER S CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT

WHEREAS, BARBER FOODS, a Maine subchapter S corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of February 11, 2008 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION, as Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, "Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on February 11, 2008.

BARBER FOODS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_