

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Pasteurized Eggs, LLC		08/27/2008	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Harris Bank N.A.
Street Address:	111 W. Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78695409	DAVIDSON'S P
Serial Number:	77256848	P
Registration Number:	2992182	DAVIDSON'S SAFEST CHOICE PASTEURIZED SHELL EGGS
Registration Number:	3186176	DAVIDSON'S SAFEST CHOICE P PASTEURIZED SHELL EGGS WWW.SAFEEGGS.COM
Registration Number:	3200868	DAVIDSON'S P
Registration Number:	2473362	THE SAFER EGG
Registration Number:	2970608	DAVIDSON'S SAFEST CHOICE
Registration Number:	2446452	
Registration Number:	2467616	EAT 'EM ANY WAY YOU LIKE
Registration Number:	2596242	DAVIDSON' S PASTEURIZED EGGS
Registration Number:	2606118	PASTEURIZED FOR YOUR SAFETY

CORRESPONDENCE DATA

OP \$290.00 78695409

Fax Number: (312)275-7591  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: jmelnick@shesksylaw.com  
Correspondent Name: Jeff Melnick  
Address Line 1: 111 E. Wacker Drive  
Address Line 2: Suite 2800  
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Sean Etheridge
Signature:	/Sean Etheridge/
Date:	08/28/2008

**Total Attachments: 7**  
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**TRADEMARK COLLATERAL AGREEMENT**

This 27<sup>th</sup> day of August, 2008, National Pasteurized Eggs, LLC, an Illinois limited liability company ("*Debtor*") with its principal place of business and mailing address at 2963 Bernice Road, Lansing, Illinois 60438-1276, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 W. Monroe, Chicago, IL 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, all right, title and interest of Debtor in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, trademark application or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

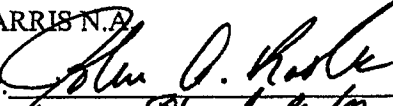
trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.



IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NATIONAL PASTEURIZED EGGS, INC.

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

HARRIS N.A.  
By:  \_\_\_\_\_  
Name: Alan D. Kaste  
Title: Senior Vice President

[Signature Page – Trademark Collateral Agreement]

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS  
AND  
PENDING FEDERAL TRADEMARK APPLICATIONS**

**SEE ATTACHED**

### Applied For and Unregistered Marks

Trademark	Owner	Jurisdiction	Serial No.
CIRCLE P	NPE, LLC	U.S. Federal	78695409
P Design			77256848
NATURE MADE THEM GOOD. WE MAKE THEM SAFER	NPE, LLC	All states & D.C.	common law
NATURE'S PERFECT FOOD MADE PERFECTLY SAFE	NPE, LLC	U.S. Federal	Pending Atty Docket # 461448-62

### Registered Marks

Trademark	Owner	Jurisdiction	Reg Number
DAVIDSON'S SAFEST CHOICE PASTEURIZED SHELL EGGS & design	NPE, LLC	U.S. Federal	2992182
DAVIDSON'S SAFEST CHOICE PASTEURIZED SHELL EGGS & design	NPE, LLC	U.S. Federal	3186176
DAVISON'S P & design	NPE, LLC	U.S. Federal	3200868
THE SAFER EGG	NPE, LLC	U.S. Federal	2473362
DAVIDSON'S SAFEST CHOICE	NPE, LLC	U.S. Federal	2970608
HENS ON EGGS w/Ribbon above	NPE, LLC	U.S. Federal	2446452
EAT 'EM ANY WAY YOU LIKE	NPE, LLC	U.S. Federal	2467616
DAVIDSON'S PASTERUIZED EGGS	NPE, LLC	U.S. Federal	2596242
PASTEURIZED FOR YOUR SAFETY	NPE, LLC	U.S. Federal	2606118



**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT  
TRADEMARK LICENSES**

**NONE.**

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