

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
Maple Leaf Technologies, Inc.		09/15/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	111 East Wayne Street
Internal Address:	MAC N8622-02A
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46802
Entity Type:	National Association:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3386487	ANIMAL WELL-BEING ASSURED
Registration Number:	3076491	C&D
Registration Number:	3089858	C&D DUCKLING
Registration Number:	1431363	CANARD DE BARBARIE
Registration Number:	1985961	CHEF TANG
Registration Number:	1946103	FARM RAISED
Registration Number:	1616901	FCH
Registration Number:	2695531	GOOD FOOD MADE EASY
Registration Number:	3231645	IMPROVING HEALTH AND FOOD SAFETY, NATURALLY
Registration Number:	3477456	INTRODUCTIONS
Registration Number:	3231647	LIV-PRO
Registration Number:	3325421	LIV-PRO
Registration Number:	1140921	MAPLE LEAF

TRADEMARK

REEL: 003857 FRAME: 0435

900116706

CH \$665.00 3386487

Registration Number:	0221457	MAPLE LEAF BRAND
Registration Number:	1558244	MAPLE LEAF FARMS
Registration Number:	2731709	MAPLE LEAF FARMS
Registration Number:	3321511	MILFORD VALLEY FARMS
Registration Number:	3231638	MLF BIOTECH, INC.
Registration Number:	3332742	NATURALLY DUCK
Registration Number:	3442039	ROASTING MADE EASY
Registration Number:	3321509	SIMPLY DUCK
Registration Number:	2726833	THE MEALS YOU REMEMBER
Registration Number:	3321652	TIMELESS GOURMET
Registration Number:	2326885	WOODLAND FARMS
Registration Number:	3335789	WOODLAND FARMS PREMIUM PEKIN DUCK
Serial Number:	77123632	TOXISCREEN

CORRESPONDENCE DATA

Fax Number: (202)659-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-457-0160
 Email: trademark@dickinsonwright.com
 Correspondent Name: Rebecca Gan, Esq. Dickinson Wright PLLC
 Address Line 1: 1901 L St., N.W.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	29824-4
NAME OF SUBMITTER:	Rebecca Gan
Signature:	/rgan/
Date:	09/23/2008

Total Attachments: 11
 source=MLT#page1.tif
 source=MLT#page2.tif
 source=MLT#page3.tif
 source=MLT#page4.tif
 source=MLT#page5.tif
 source=MLT#page6.tif
 source=MLT#page7.tif
 source=MLT#page8.tif
 source=MLT#page9.tif
 source=MLT#page10.tif
 source=MLT#page11.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 15, 2008 is made by and between Maple Leaf Technologies, Inc., a Delaware corporation having a business location at the address set forth below next to its signature (the "**Company**"), and Wells Fargo Bank, National Association (the "**Wells Fargo**"), and having a business location at the address set forth below next to its signature.

RECITALS

Company and certain other affiliates of the Company party thereto (collectively, the "Debtors") and Wells Fargo are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "**Credit Agreement**") setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtors.

As a condition to extending credit to or for the account of Debtors, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "**Security Interest**") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any

trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Debtor's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

4. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in the Credit Agreement relating to this Agreement shall prove to have been incorrect in any material respect when made.

5. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

6. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure

of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Indiana without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

7. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

103 Foulk Road, Suite 202
Wilmington, DE 19803

Maple Leaf Technologies, Inc.,
a Delaware corporation

By Matt Casner
Matt Casner, President

MAC N8622-02A
111 East Wayne Street
Fort Wayne, IN 46802

Wells Fargo Bank,
National Association

By _____
Lynn A. Gruber, Vice President

STATE OF INDIANA)
COUNTY OF KOSCIUSKO)

The foregoing instrument was acknowledged before me this 12 day of September, 2008, by Matt Casner, the President of Maple Leaf Technologies, Inc., a Delaware corporation, on behalf of the corporation.

Jacqueline Gruber
Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Lynn A. Gruber, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

103 Foulk Road, Suite 202
Wilmington, DE 19803

Maple Leaf Technologies, Inc.,
a Delaware corporation

By _____
Matt Casner, President

MAC N8622-02A
111 East Wayne Street
Fort Wayne, IN 46802

Wells Fargo Bank,
National Association

By Lynn A. Gruber
Lynn A. Gruber, Vice President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Matt Casner, the President of Maple Leaf Technologies, Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

STATE OF IN)
COUNTY OF Allen)

September The foregoing instrument was acknowledged before me this 12th day of _____, 2008, by Lynn A. Gruber, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.



KELLY J. WEHR
Notary Public - Seal
State of Indiana
My Commission Expires June 06, 2009

Kelly J. Wehr
Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Method and apparatus for producing imitation grill marks on food without using heat	5,762,968	June 9, 1998

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
None		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
None			

FOREIGN PATENT APPLICATIONS


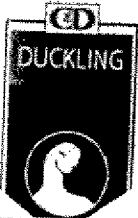


<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
None		








EXHIBIT B

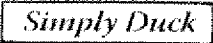

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS


U.S. REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
	3,386,487	February 19, 2008
C&D	3,076,491	April 4, 2006
	3,089,858	May 9, 2006
	1,431,363	March 3, 1987
CHEF TANG	1,985,961	July 9, 1996
	1,946,103	January 2, 1996
FCH	1,616,901	October 9, 1990
GOOD FOOD MADE EASY	2,695,531	March 11, 2003
IMPROVING HEALTH & FOOD	3,231,645	April 17, 2007

SAFETY, NATURALLY		
INTRODUCTIONS	3,477,456	July 29, 2008
LIV-PRO	3,231,647	April 17, 2007
	3,325,421	October 30, 2007
	1,140,921	October 28, 1980
	221,457	November 30, 1926
	1,558,244	September 26, 1989
	2,731,709	July 1, 2003
MILFORD VALLEY FARMS	3,321,511	October 23, 2007
	3,231,638	April 17, 2007
	3,332,742	November 6, 2007
ROASTING MADE EASY	3,442,039	June 3, 2008

	3,321,509	October 23, 2007
THE MEALS YOU REMEMBER	2,726,833	June 17, 2003
TIMELESS GOURMET	3,321,652	October 23, 2007
WOODLAND FARMS	2,326,885	March 7, 2000
	3,335,789	November 13, 2007

U.S. APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
	77/123,632	March 6, 2007	Notice of Allowance issued on July 1, 2008

COLLECTIVE MEMBERSHIP MARKS




None

UNREGISTERED MARKS

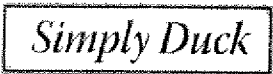

None

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
-------------	----------------	----------------------------	--------------------------

	European Union	4332433	March 22, 2006
CHEF TANG	Canada	452,103	December 22, 1995
	Canada	660,908	March 17, 2006
	Canada	712,746	April 24, 2008

FOREIGN APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
	Canada	1,359,659	August 14, 2007	Allowed
 (MAPLE DUCK - Chinese translation)	China	5958629	March 23, 2007	Filed
MAPLE DUCK	China	5946810	March 16, 2007	Filed

枫叶鸭 (MAPLE LEAF DUCK – Chinese translation)	China	5946812	March 16, 2007	Filed
MAPLE LEAF DUCK	China	5946809	March 16, 2007	Filed
	China	5571536	August 28, 2006	Filed
枫叶畜牧场 (MAPLE LEAF FARMS – Chinese translation)	China	5946811	March 16, 2007	Filed
	China	5575676	August 30, 2006	Filed
MLF 生物技术 (MLF BIOTECH – Chinese translation)	China	6173639	July 19, 2007	Filed

ANNARBOR 29824-4 101525v2