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
Kehe Distributors, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Kehe Enterprises, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Kehe Eye Level, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Kehe Foods Texas, L.P.		01/29/2010	LIMITED PARTNERSHIP: TEXAS
J & J Romeoville Property, L.P.		01/29/2010	LIMITED PARTNERSHIP: ILLINOIS
Organic & Pure, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Kehe TX Limited Partner LLC		01/29/2010	LIMITED LIABILITY COMPANY: ILLINOIS
A-1 International Foods, LLC		01/29/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Tree of Life Logistics, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Treehouse Vitamins, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
J & J Romeoville Property, L.L.C.		01/29/2010	LIMITED LIABILITY COMPANY: ILLINOIS
Tree of Life, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Kehe Distributors Holdings, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE

CH $1215.00 77801082

RECEIVING PARTY DATA

Name:	Harris N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Serial Number:	77801082	A SENSE OF TASTE
Registration Number:	1625323	AMERICAN NATURAL SNACKS
Registration Number:	2490067	AMERICAN NATURAL SNACKS
Registration Number:	2348865	BAKER'S ROW
Registration Number:	0992089	BONAVITA
Registration Number:	2659269	CANOPY
Registration Number:	2990466	CARBCARE
Registration Number:	1823021	COOKIE LOVER'S
Serial Number:	77811286	EITZ CHAIM
Registration Number:	1663520	ESCULENT
Registration Number:	1758011	GOURMET AWARD
Registration Number:	1856349	HARVEST MOON
Serial Number:	77801527	HARVEST MOON
Registration Number:	1710896	HEALTHY
Registration Number:	1338308	HEALTHY VALUES
Registration Number:	0609425	LION CROSS
Registration Number:	1586991	LION CROSS
Registration Number:	1560035	OLD STONE MILL
Registration Number:	1970637	ONE POT COFFEE
Registration Number:	2542292	PREMIO AL SABOR
Registration Number:	2030803	READY GROUND
Serial Number:	77708118	RIGHT FROM THE OVEN
Serial Number:	77632314	SAGE VALLEY
Registration Number:	2466173	SOY WONDER
Registration Number:	3336056	SMART ASSORTMENT
Registration Number:	3397829	SMART ASSORTMENT A TREE OF LIFE PROGRAM
Registration Number:	2749712	THE SOURCE!
Registration Number:	2686270	THE SOURCE!
Serial Number:	77461573	SUNSHINE ACRES
Registration Number:	2915125	SWIGGIT
Serial Number:	77607431	TERRA SUMMA

Registration Number:	1171499	TREE OF LIFE
Registration Number:	1559965	TREE OF LIFE
Registration Number:	2362993	TREE OF LIFE
Registration Number:	2976215	TREE OF LIFE
Registration Number:	1253107	TREE OF LIFE
Registration Number:	1559979	TREE OF LIFE
Registration Number:	2989504	TREE OF LIFE
Registration Number:	1649597	
Registration Number:	2172951	
Registration Number:	1693436	TWIN MOUNTAIN
Registration Number:	1669605	VENECIA
Registration Number:	3252880	KEHE FOOD DISTRIBUTORS
Registration Number:	2671586	EYE LEVEL SOLUTIONS
Registration Number:	3704463	BRINGING CATEGORIES TO LIFE
Registration Number:	3346285	NATURAL AND PURE
Registration Number:	3679009	ORGANIC & PURE
Registration Number:	3337117	ORGANIC AND PURE

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40870.00.0010
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	03/02/2010

Total Attachments: 52

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GUARANTY AND COLLATERAL AGREEMENT

Dated as of January 29, 2010

among

KEHE DISTRIBUTORS, LLC

and

THE OTHER PARTIES HERETO
as Grantors,

and

HARRIS N.A.,
as the Administrative Agent

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GUARANTY AND COLLATERAL AGREEMENT

THIS GUARANTY AND COLLATERAL AGREEMENT dated as of January 29, 2010 (this "Agreement") is entered into among Kehe Distributors, LLC, a Delaware limited liability company ("Kehe"), the direct and indirect Domestic Subsidiaries (other than Dormant Subsidiaries) of Kehe that shall become parties to the Loan Agreement (as defined below) from time to time as "US Borrowers" (together with Kehe, each being a "US Borrower" and collectively being "US Borrowers") or as "Guarantors" ("Guarantors"), and Kehe Distributors Holdings, LLC, a Delaware limited liability company ("Holdings" and, together with US Borrowers and Guarantors and any other Person that becomes a party hereto as provided herein being, collectively, the "Grantors" and each, individually, a "Grantor"), in favor of HARRIS N.A., as the administrative agent (in such capacity, the "Administrative Agent") for the Lenders and Bank of Montreal, General Electric Capital Corporation and Wells Fargo Foothill, LLC, as Co-Collateral Agents.

The Lenders have severally agreed to extend credit to US Borrowers pursuant to the Loan Agreement. Each of US Borrowers, upon consummation of the Acquisition, is affiliated with each other Grantor. US Borrowers and the other Grantors are engaged in interrelated businesses, and each Grantor will derive substantial direct and indirect benefit from extensions of credit under the Loan Agreement. It is a condition precedent to each Lender's obligation to extend credit under the Loan Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the benefit of all the Lenders.

In consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to extend credit thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1

DEFINITIONS

1.1 Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement, and the following terms are used herein as defined in the UCC: Accounts, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Farm Products, Financial Assets, Fixtures, Goods, Health Care Insurance Receivables, Instruments, Inventory, Investment Property, Leases, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Security and Supporting Obligations.

1.2 When used herein the following terms shall have the following meanings:

Assigned Agreements means any agreement executed from time to time in favor of the Grantors (or any of them) by their customers securing the purchase price of goods purchased by or services rendered to such customers from or by the Grantors (or any of them), provided, that "Assigned Agreements" shall not include any agreement that cannot be assigned or with respect

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to which a security interest or lien cannot be granted without resulting in a material breach or default thereunder.

Agreement has the meaning set forth in the preamble hereto.

Attorney Costs means, without duplication, with respect to any Person, all reasonable and documented fees and charges of any counsel to such Person, the reasonable allocable cost of internal legal services of such Person, all reasonable and documented disbursements of such internal counsel and all court costs and similar legal expenses.

Collateral means (a) all of the personal property now owned or at any time hereafter acquired by any Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest, including all of each Grantor's Accounts, Certificated Securities, Chattel Paper, Commercial Tort Claims, Computer Hardware and Software and all rights with respect thereto, including any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing, Contract Rights, Deposit Accounts, Documents, Equipment, Financial Assets, Fixtures, General Intangibles, Goods, Instruments, Intellectual Property, Inventory, Investment Property, Leases, Letter-of-Credit Rights, Money, Supporting Obligations, and Identified Claims, (b) the real property mortgaged by any Grantor to the Administrative Agent, if any, (c) all books and records pertaining to any of the foregoing and to each Grantor's business, (d) any other property of any Grantor now or hereafter in the possession, custody or control of the Administrative Agent, the Issuing Bank, or any Lender or any participant with any Lender in the Loans, for any purpose (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), (e) all additions and accessions to, substitutions for, and replacements, products and Proceeds of any of the foregoing, including without limitation, proceeds of all insurance policies insuring the foregoing property, and (f) all collateral security and guaranties given by any Person with respect to any of the foregoing; provided, that the Collateral shall not include the Excluded Property. Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

Computer Hardware and Software means all of any Grantor's rights (including rights as licensee and lessee) with respect to (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all Software and all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including all operating system software, utilities and application programs in any form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, Software and firmware described in clauses (i), (ii) and (iii) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

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Contract Rights means all of the Grantors' rights and remedies with respect to the Assigned Agreements.

Copyrights means all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including those listed on Schedule 3, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

Copyright Licenses means all written agreements naming any Grantor as licensor or licensee, including those listed on Schedule 3, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

Equity Interests means all shares, units, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company, or equivalent entity, whether voting or nonvoting, including general partner partnership interests, limited partner partnership interests, membership interests, common stock, preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Securities Exchange Act of 1934, as amended, and any successor statute).

Excluded Property means, with respect to any Grantor, (a) any "intent-to-use" Trademark application for which a statement of use has not been filed (but only until such statement is filed), (b) any Equipment, Contract, Investment Property, General Intangible, Copyright License, Patent License or Trademark License that is now or hereafter held by such Grantor but only to the extent that such Collateral (or any agreement evidencing such Collateral) contains a term or is subject to a rule of law, statute or regulation that restricts, prohibits, requires a consent (that has not been obtained), of a Person (other than such Grantor) to, the creation, attachment or perfection of the security interest granted herein, or gives any other party the right to termination its obligations, and any such restriction, prohibition, requirement of consent and/or termination right is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC), (c) any equity interest of any Foreign Subsidiary in excess of 65% of the voting equity interests and (d) any Equipment owned by any Grantor on the date hereof or hereafter acquired that is subject to a Lien securing Purchase Money Indebtedness or Capital Leases permitted to be incurred pursuant to the Loan Agreement if the contract or other agreement in which such Lien is granted (or the documentation providing for such Purchase Money Indebtedness or Capital Lease obligation) validly prohibits the creation of any other Lien on such Equipment; provided, however, that (x) Excluded Property shall not include any Proceeds of any such Collateral, and (y) any such Collateral that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the applicable Grantor obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise), shall no longer be Excluded Property.

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Existing Swaps means the interest rate protection agreements identified on Schedule 6 to this Agreement.

Fixtures means all of the following, whether now owned or hereafter acquired by a Grantor: plant fixtures; business fixtures and other fixtures, wherever located; and all additions and accessories thereto and replacements therefor.

Foreign Entity means any Person that is organized under the laws of a jurisdiction other than a state or other political subdivision of the United States of America or the District of Columbia.

General Intangibles means all "general intangibles" as such term is defined in Section 9-102(a)(42) of the UCC and, in any event, including with respect to any Grantor, all Payment Intangibles, all contracts and Contract Rights (including all Assigned Agreements and Seller Undertakings), agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to damages arising thereunder and (c) all rights of such Grantor to perform and to exercise all remedies thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such Payment Intangible, contract, agreement, instrument or indenture, provided further that General Intangibles will not include the Existing Swaps but will include all rights to payments and proceeds thereof under or in respect of any such Product Obligations upon any Grantor's receipt thereof or entitlement thereto.

Grantors has the meaning set forth in the preamble hereto.

Guarantor Obligations means, collectively, with respect to each Guarantor, all Obligations of such Guarantor under the Loan Documents, including the obligations and liabilities of such Guarantor hereunder, including, without limitation, pursuant to Section 8.4 hereof.

Guarantors means the collective reference to each Grantor other than US Borrowers, if any, and Holdings.

Identified Claims means the Commercial Tort Claims described on Schedule 5 as such schedule shall be supplemented from time to time.

Intellectual Property means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

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Intercompany Note means any promissory note evidencing loans made by any Grantor to any other Grantor.

Issuers means the collective reference to each issuer of any Investment Property.

Loan Agreement means the Loan Agreement of even date herewith among the Grantors, the Lenders, the Administrative Agent, the Co-Collateral Agents from time to time party thereto, the financial institutions that are or may from time to time become parties thereto as Lenders, as amended, supplemented, restated or otherwise modified from time to time.

Paid in Full means (i) payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of any Insolvency Proceeding, whether or not a claim for such interest is, or would be, allowed in such Insolvency Proceeding) and premium, if any, on all US Borrower Obligations and termination of all commitments to lend or otherwise extend credit under the Loan Documents, (ii) payment in full in cash of all other Secured Obligations that are due and payable or otherwise accrued (excluding contingent obligations for which no claim has been made) and owing at or prior to the time such principal and interest are paid, (iii) expiration, termination, cancellation, collateralization with a back to back letter(s) of credit or Cash Collateralization in amount equal to 103% of the aggregate undrawn face amounts of all such letters of credit issued under the Loan Documents, (iv) termination or Cash Collateralization in an amount equal to 103% of the applicable Obligation of any forward contract, option contract, exchange contract, swap, option or other financing agreement arrangement relating to any Secured Derivative Obligations and the payment in full in cash of any amounts due and owing in respect thereto and (v) termination of any other agreement relating to any other Product Obligations and the payment in full in cash of any amounts due and owing in respect thereto.

Patents means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 3, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 3, and (c) all rights to obtain any reissues or extensions of the foregoing.

Patent Licenses means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 3.

Pledged Equity means the Equity Interests listed on Schedule 1, together with any other equity interests, certificates, options or rights of any nature whatsoever in respect of the Equity Interests of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 65% of the total outstanding Equity Interests of any Foreign Entity be required to be pledged hereunder.

Pledged Notes means all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than (a) promissory notes issued in connection with extensions of trade credit by any

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Grantor in the ordinary course of business and (b) any individual promissory note which is less than $50,000 in principal amount, up to an aggregate of $100,000 for all such promissory notes excluded under this clause (b)).

Receivable means any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including any Accounts).

Secured Obligations means, collectively, US Borrower Obligations and Guarantor Obligations.

Securities Act means the Securities Act of 1933, as amended.

Seller Undertakings means, collectively, all representations, warranties, covenants and agreements in favor of any Grantor, and all indemnifications for the benefit of any Grantor relating thereto, pursuant to the Assigned Agreements.

Trademarks means (a) all trademarks, trade names, corporate names, the Grantors' names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 3, and (b) the right to obtain all renewals thereof.

Trademark Licenses means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 3.

UCC means the Uniform Commercial Code as in effect on the date hereof and from time to time in the State of Illinois, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

US Borrower Obligations means the Obligations.

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SECTION 2

GUARANTY

2.1 **Guaranty.**

(a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, as a primary obligor and not only a surety, guaranties to the Administrative Agent, for the benefit of the Lenders, the Issuing Bank and their respective permitted successors, indorsees, transferees and assigns, the prompt and complete payment and performance by Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Secured Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guaranty contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guaranty contained in this Section 2 shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

(e) Except for termination of the Secured Obligations as expressly provided in Section 8.17, no payment made by any of US Borrowers, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from any of US Borrowers, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Secured Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Secured Obligations or any payment received or collected from such Guarantor in respect of the Secured Obligations), remain liable for the Secured Obligations up to the maximum liability of such Guarantor hereunder until the Secured Obligations are Paid in Full.

2.2 **Right of Contribution.** Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable

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to the Administrative Agent and the Lenders for the full amount guarantied by such Guarantor hereunder until the Secured Obligations are Paid in Full.

2.3 **No Subrogation**. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against any of US Borrowers or any other Guarantor or any collateral security or guaranty or right of offset held by the Administrative Agent or any Lender for the payment of the Secured Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from any of US Borrowers or any other Guarantor in respect of payments made by such Guarantor hereunder, until all of the Secured Obligations are Paid in Full. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Secured Obligations shall not have been Paid in Full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Secured Obligations, whether matured or unmatured, in accordance with Section 6.3.

2.4 **Amendments, etc. with respect to the Secured Obligations**. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Secured Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Secured Obligations continued, and the Secured Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Loan Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or Majority Lenders or all the Lenders, as the case may be) may deem advisable from time to time. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for the guaranty contained in this Section 2 or any property subject thereto.

The Administrative Agent or any Lender may, from time to time, at its sole discretion and without notice to any Guarantor (or any of them), take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Secured Obligations or any obligation hereunder, (b) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to the undersigned, with respect to any of the Secured Obligations, (c) extend or renew any of the Secured Obligations for one or more periods (whether or not longer than the original period), alter or exchange any of the Secured Obligations, or release or compromise any obligation of any of the undersigned hereunder or any obligation of any nature of any other obligor with respect to any of the Secured Obligations, (d) release any guaranty or right of offset or its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Secured Obligations or any

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obligation hereunder, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property, and (e) resort to the undersigned (or any of them) for payment of any of the Secured Obligations when due, whether or not the Administrative Agent or such Lender shall have resorted to any property securing any of the Secured Obligations or any obligation hereunder or shall have proceeded against any other of the undersigned or any other obligor primarily or secondarily obligated with respect to any of the Secured Obligations.

2.5 **Waivers**. Each Guarantor waives to the fullest extent permitted by applicable law any and all notice of the creation, renewal, extension or accrual of any of the Secured Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guaranty contained in this Section 2 or acceptance of the guaranty contained in this Section 2; the Secured Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guaranty contained in this Section 2, and all dealings between any of Borrowers and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guaranty contained in this Section 2. Each Guarantor waives to the fullest extent permitted by applicable law (a) diligence, presentment, protest, demand for payment and notice of default, dishonor or nonpayment and all other notices whatsoever to or upon any of Borrowers or any of the Guarantors with respect to the Secured Obligations, (b) notice of the existence or creation or non-payment of all or any of the Secured Obligations and (c) all diligence in collection or protection of or realization upon any Secured Obligations or any security for or guaranty of any Secured Obligations.

2.6 **Payments**. Each Guarantor hereby guaranties that payments by such Guarantor hereunder will be paid to the Administrative Agent without set-off, counterclaim, deduction or other defense, in Dollars at the office of the Administrative Agent specified in the Loan Agreement.

SECTION 3

GRANT OF SECURITY INTEREST

3.1 **Grant**. Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

3.2 **Collateral Assignment of Rights under the Assigned Agreements**. Each Grantor hereby irrevocably authorizes and empowers the Administrative Agent or its agents, in their sole discretion, to assert, either directly or on behalf of any Grantor, at any time that an Event of Default is in existence and is continuing, any claims any Grantor may from time to time have against the sellers or any of their affiliates with respect to any and all of the Contract Rights to the extent permitted by the applicable Assigned Agreement or with respect to any and all payments or other obligations due from the sellers or any of their affiliates to the Grantors under

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or pursuant to the Assigned Agreements to the extent permitted by the applicable Assigned Agreement ("Payments"), and to receive and collect any damages, awards and other monies resulting therefrom and to apply the same on account of the Secured Obligations in accordance with Section 6.3. After the occurrence and during the continuance of any Event of Default, the Administrative Agent may provide notice to the sellers or any of their affiliates under any Assigned Agreement that all Payments shall be made to or at the direction of the Administrative Agent for so long as such Event of Default shall be continuing. Following the delivery of any such notice, the Administrative Agent shall promptly notify the sellers under the Assigned Agreement upon the termination or waiver of any such Event of Default. Each Grantor hereby irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees, or agents designated by the Administrative Agent) as such Grantor's true and lawful attorney (and agent-in-fact) for the purpose of enabling the Administrative Agent or its agents to assert and collect such claims upon and during the continuance of an Event of Default and to apply such monies in the manner set forth hereinabove.

SECTION 4

REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to US Borrowers thereunder, each Grantor jointly and severally hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 **Title; No Other Liens.** Except for Permitted Liens, the Grantors own, have a license, or have the right to use each item of the Collateral free and clear of any and all Liens or claims of others. No effective financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except filings evidencing Permitted Liens and filings for which termination statements have been delivered to the Administrative Agent.

4.2 **Perfected First Priority Liens.** The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 2 (which, in the case of all filings and other documents referred to on Schedule 2, have been delivered to the Administrative Agent in completed and, if applicable, duly executed form), and payment of all necessary fees will constitute valid perfected security interests in all of the Collateral (in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any state thereof) pursuant to the UCC) in favor of the Administrative Agent, for the benefit of the Lenders, as collateral security for each Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of each Grantor and any Persons purporting to purchase any Collateral from each Grantor (subject to the effectiveness of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing) and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Permitted Liens for which priority is accorded under applicable law or agreement. Subject to the payment of all necessary fees, the filings and other

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actions specified on Schedule 2 constitute all of the filings and other actions necessary to perfect all security interests granted under the UCC to the extent such a security interest may be perfected by the filing of a financing statement, as of the Closing Date.

4.3 **Grantor Information**. On the date hereof, Exhibits 7.1.4, 7.1.14 and 7.1.15 to the Loan Agreement sets forth (a) each Grantor's jurisdiction of organization, (b) the location of each Grantor's chief executive office, (c) each Grantor's exact legal name as it appears on its organizational documents, (d) each Grantor's organizational identification number (to the extent a Grantor is organized in a jurisdiction which assigns such numbers) and (e) federal employer identification number.

4.4 **Collateral Locations**. On the date hereof, Exhibit 6.1.1 to the Loan Agreement sets forth (a) each place of business of each Grantor (including its chief executive office), (b) all locations where all Inventory and the Equipment owned by each Grantor generally is kept (except with respect to Inventory and Equipment in the possession of employees with a fair market value of less than $50,000 in the aggregate, Inventory and Equipment in transit, Equipment out for repair or replacement with a fair market value of less than $200,000 in the aggregate) and (c) whether each such Collateral location and place of business (including each Grantor's chief executive office) is owned or leased (and if leased, specifies the complete name and notice address of each lessor). No Collateral is located outside the United States or Canada or in the possession of any lessor, bailee, warehouseman or consignee, except as indicated on Exhibit 6.1.1 to the Loan Agreement or as otherwise permitted under the Loan Agreement.

4.5 **Certain Property**. None of the Collateral constitutes, or is the Proceeds of, (a) Health Care Insurance Receivables or (b) vessels, aircraft or any other property subject to any certificate of title or other registration statute of the United States, any State or other jurisdiction of the United States (other than motor vehicles). Notwithstanding anything contained herein or in the other Loan Documents, no action shall be required to be taken by any Grantor to protect and perfect the Lien of the Administrative Agent on any motor vehicles covered under any certificate of title statute of any State.

4.6 **Investment Property**. (a) The Pledged Equity pledged by each Grantor hereunder constitute all the issued and outstanding Equity Interests of each Issuer owned by such Grantor or, in the case of any Foreign Entity, 65% of all issued and outstanding Equity Interests of such Foreign Entity.

(a) All of the Pledged Equity has been duly and validly issued and, in the case of shares of pledged stock, limited liability company interests and partnership interests is fully paid and nonassessable.

(b) Each of the Intercompany Notes and, to the applicable Grantor's knowledge, each of the other Pledged Notes in favor of such Grantor constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

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(c) Schedule 1 lists all Investment Property having a value in excess of $25,000 (in the aggregate for all Grantors) owned by each Grantor. Each Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and Permitted Liens.

4.7 **Receivables.**

(a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent other than any such Instruments or Chattel Paper in the amount of $100,000, individually, or $500,000, in aggregate among all such Instruments and/or Chattel Paper, which, absent notice from the Administrative Agent to the Borrower Representative to the contrary in accordance with Section 5.1, may be retained in the possession of such Grantor.

(b) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables (to the extent such representations are required by any of the Loan Documents) will at all such times be accurate in all material respects.

4.8 **Intellectual Property.**

(a) Exhibit 7.1.16 to the Loan Agreement lists all registered and/or patented Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) As of the Closing Date, except as could not reasonably be expected to result in a Material Adverse Effect, all material Intellectual Property owned or licensed by any Grantor as of the Closing Date is valid, subsisting, unexpired and enforceable and has not been abandoned.

(c) Except (i) as set forth in Exhibit 7.1.16 to the Loan Agreement, (ii) as could not reasonably be expected to result in a Material Adverse Effect, and (iii) for non-exclusive licenses of software and other intellectual Property acquired in the ordinary course of business, none of the material Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchiser.

(d) Each Grantor owns and possesses or has a license or other right to use all Intellectual Property as is necessary for the conduct of the businesses of such Grantor, without any infringement upon rights of others which could reasonably be expected to have a Material Adverse Effect.

4.9 **Depositary and Other Accounts.** As of the Closing Date, all depositary and other accounts maintained by each Grantor are described on Schedule 4 hereto, which description includes for each such account the name of the Grantor maintaining such account, the name and address of the financial institution at which such account is maintained, the account number and the account officer, if any, of such account.

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SECTION 5

COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that from and after the date of this Agreement until the Secured Obligations shall have been Paid in Full:

5.1 **Delivery of Instruments, Certificated Securities and Chattel Paper.** Except for the Existing Swaps, if any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper in a principal amount in excess of $100,000, individually, or $500,000, in aggregate among all such Instruments, Certificated Security and/or Chattel Paper, such Instrument, Certificated Security or Chattel Paper, shall be promptly delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement. In the event that a Default or an Event of Default shall have occurred and be continuing, upon the request of the Administrative Agent, any Instrument, Certificated Security or Chattel Paper not theretofore delivered to the Administrative Agent and at such time being held by any Grantor, shall be immediately delivered to the Administrative Agent, duly indorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 **Maintenance of Perfected Security Interest; Further Documentation.**

(a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever, other than holders of Permitted Liens.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, but not limited to, (i) filing any financing or continuation statements under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property and any other relevant Collateral, taking any actions reasonably necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable UCC) with respect thereto.

5.3 **Changes in Locations, Name, etc.** Such Grantor shall not, except upon 10 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of

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(a) all additional financing statements, Collateral Access Agreements and other documents reasonably requested by the Administrative Agent as to the validity, perfection and priority of the security interests or for the protection of its rights in the Collateral provided for herein and (b) if applicable, a written supplement to Exhibit 6.1.1 to the Loan Agreement showing any additional location at which Inventory or Equipment shall be kept:

(i) Except as provided in Section 4.4 above, permit any of the Inventory or Equipment (other than computer and communication equipment in possession of employees in the ordinary course of business) to be kept at a location other than those specified on Exhibit 6.1.1 to the Loan Agreement and goods in transit and goods at cross-dock locations in the ordinary course of such Grantor's business;

(ii) change its jurisdiction of organization or the location of its chief executive office from that specified in the Exhibits to the Loan Agreement or in any subsequent notice delivered pursuant to this Section 5.3; or

(iii) change its name, identity or corporate structure.

5.4 **Notices**. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than Permitted Liens) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) the occurrence of any other event which would have or could reasonably be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the Liens created hereby.

5.5 **Investment Property**.

(a) If such Grantor shall become entitled to receive or shall receive any certificate, option or rights in respect of the Equity Interests (other than the equity interests not required to be pledged hereunder) of any Issuer of Pledged Equity, whether in addition to, in substitution of, as a conversion of, or in exchange for, any of the Pledged Equity, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and, if certificated, deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated instrument of transfer covering such certificate duly executed in blank by such Grantor, to be held by the Administrative Agent, subject to the terms hereof, as additional Collateral for the Secured Obligations (and if uncertificated, shall promptly notify the Administrative Agent of its receipt thereof and take such actions as the Administrative Agent shall reasonably request to note the Administrative Agent's Lien on such interest, right or option and to establish the Administrative Agent's "control" thereof (as defined in the UCC) to enable the Administrative Agent to exercise its rights with respect thereto (including the transfer thereof) upon the occurrence and during the continuance of an Event of Default without any action on the part of the Grantor). Upon the occurrence and during the continuance of an Event of Default, if

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Administrative Agent has given notice to the relevant Grantor of Administrative Agent's intent to exercise its rights under this Section 5.5, (i) any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional Collateral for the Secured Obligations, or applied to the Secured Obligations in accordance with Section 6.3, and (ii) in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected Lien in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional Collateral for the Secured Obligations or applied to the Secured Obligations in accordance with Section 6.3. Upon the occurrence and during the continuance of an Event of Default, if any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional Collateral for the Secured Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or otherwise permit, any Issuer of Pledged Equity to issue any Equity Interests of any nature or to issue any other securities or interests convertible into or granting the right to purchase or exchange for any Equity Interests of any nature of any Issuer of Pledged Equity, except, in each case, as permitted by the Loan Agreement, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Loan Agreement) other than any such action which is not prohibited by the Loan Agreement, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person other than such a Grantor with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for Permitted Liens, or (iv) except to the extent permitted or not prohibited by the Loan Agreement, enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof, except, with respect to such Investment Property, shareholders' agreements entered into by such Grantor with respect to Persons in which such Grantor maintains an ownership interest of 50% or less.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.5(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.2(c) and 6.5 shall apply to such Grantor with respect to all actions that may be required of it pursuant to Section 6.2(c) or 6.5 regarding the Investment Property issued by it.

5.6 **Receivables.** Other than as permitted under the Loan Agreement or in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the

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payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could reasonably be expected to adversely affect the value thereof; provided, that no Grantor shall take any such action at any time that an Event of Default or Default then exists and is continuing or would result therefrom.

5.7 **Seller Undertakings.**

(a) Each Grantor shall keep the Administrative Agent informed of all material circumstances affecting any material potential claim under or with respect to the Assigned Agreements and the Seller Undertakings and such Grantor shall not, without the prior written consent of the Administrative Agent (not to be unreasonably withheld), (i) waive any of its material rights or remedies under any Assigned Agreement with respect to any of the Seller Undertakings, (ii) settle, compromise or offset any material amount payable by the sellers to such Grantor under any Assigned Agreement or (iii) amend or otherwise modify any Assigned Agreement in any manner which is adverse to the interests of the Administrative Agent or the Lenders.

(b) Each Grantor shall, except to the extent failure to do so could not reasonably be expected to result in a Material Adverse Effect, perform and observe all the terms and conditions of each Assigned Agreement to be performed by it, maintain in all material respects each Assigned Agreement in full force and effect (except any such Assigned Agreement which, by its terms, has expired or terminated), and enforce each Assigned Agreement in accordance with its terms, in accordance with such Grantor's ordinary course of business, consistent with past business practices.

(c) Anything herein to the contrary notwithstanding, (i) each applicable Grantor shall remain liable under each Assigned Agreement to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under any Assigned Agreement and (iii) neither the Administrative Agent nor any other Lender shall have any obligation or liability under any Assigned Agreement by reason of this Agreement, nor shall the Administrative Agent or any other Lender be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5.8 **Other Matters.**

(a) Subject to the terms of the Loan Agreement, each Grantor shall use commercially reasonable efforts to cause to be delivered to the Administrative Agent a Collateral Access Agreement with respect to (a) each bailee with which such Grantor keeps Collateral or any other property as of the Closing Date, (b) each landlord which leases real property (and the accompanying facilities) to any such Grantor as of the Closing Date, except with respect to leases of office space to such Grantor where no collateral, or books or records are maintained and (c) each mortgagee which holds the mortgage on any real property of such Grantor as of the Closing Date other than with respect to leases of office space where no collateral, or books or

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records are maintained. Subject to Section 8.1.5 of the Loan Agreement, if any Grantor shall cause to be delivered Collateral or other property to any bailee after the Closing Date having a value in excess of $100,000 (in the aggregate for all Grantors), such Grantor shall use commercially reasonable efforts to cause such bailee to sign a Collateral Access Agreement. Such requirement may be waived at the option of Administrative Agent. Subject to Section 8.1.5 of the Loan Agreement, if any Grantor shall lease or mortgage any real property or facilities after the Closing Date having a value in excess of $100,000 other than a lease solely of office space where no collateral, or books or records are maintained, such Grantor shall use commercially reasonable efforts to cause the landlord or mortgagee, as applicable, in respect of such leased property or facilities to sign a Collateral Access Agreement. Such requirement may be waived at the option of Administrative Agent.

(b) Each Grantor authorizes the Administrative Agent to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral as "all assets" of such Grantor or words of similar effect and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and each Grantor agrees to furnish any such information to the Administrative Agent promptly upon reasonable request. Any such financing statement, continuation statement, or amendment may be signed and/or filed by the Administrative Agent on behalf of any Grantor and may be filed at any time in any jurisdiction.

(c) Subject to the terms of the Loan Agreement, each Grantor shall, at any time and from time and to time, take such steps, consistent with the terms of this Agreement and the other Loan Documents, as the Administrative Agent may reasonably request for the Administrative Agent (i) to obtain an acknowledgment, in form and substance reasonably satisfactory to the Administrative Agent, of any bailee having possession of any of the Collateral, stating that the bailee holds such Collateral for the Administrative Agent, (ii) to obtain "control" of any letter-of-credit rights, or electronic chattel paper (as such terms are defined by the UCC with corresponding provisions thereof defining what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to the Administrative Agent, and (iii) otherwise to insure the continued perfection and priority of the Administrative Agent's security interest in any of the Collateral and of the preservation of its rights therein. If any Grantor shall at any time, acquire a "commercial tort claim" (as such term is defined in the UCC) having a value in excess of $50,000, such Grantor shall promptly notify the Administrative Agent thereof in writing and supplement Schedule 5, therein providing a reasonable description and summary thereof, and upon delivery thereof to the Administrative Agent, such Grantor shall be deemed to thereby grant to the Administrative Agent (and such Grantor hereby grants to the Administrative Agent) a security interest and lien in and to such commercial tort claim and all proceeds thereof, all upon the terms of and governed by this Agreement.

(d) Without limiting the generality of the foregoing, if any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record", as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in §16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction having a value in excess of $50,000, such Grantor shall promptly notify the

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Administrative Agent thereof and, at the request of the Administrative Agent, shall take such action as the Administrative Agent may reasonably request to vest in the Administrative Agent "control" under Section 9-105 of the UCC of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

5.9 **Limitation on Parent Activities.** Holdings covenants that it will not engage in any business or conduct any activities other than (a) such ministerial activities as are necessary to maintain its existence under the laws of the state of Delaware, (b) the issuance of its Equity Interests, (c) owning 100% of the Equity Interests of Kehe, (d) activities as a shareholder of Kehe that do not give rise to the incurrence of any Indebtedness, costs or expenses, and (e) performing its obligations under and in accordance with the Loan Documents to which it is a party, in each case to the extent not otherwise prohibited hereunder, and its obligations under the Parent LLC Agreement as in effect on the Closing Date. Holdings shall not create or permit to exist any direct Subsidiaries of Holdings other than the Kehe.

SECTION 6

REMEDIAL PROVISIONS

6.1 **Grantors Remain Liable.**

(a) Anything herein or in the Loan Agreement to the contrary notwithstanding, each Grantor shall remain liable in respect of each of the Receivables to observe and perform in all material respects all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement, each Grantor hereby grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor) upon the occurrence and during the continuance of an Event of Default to use, license or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

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6.2 **Investment Property.**

(a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.2(b), each Grantor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Equity and all payments made in respect of the Pledged Notes, to the extent not prohibited by the Loan Agreement, and to exercise all voting and other rights with respect to the Investment Property; provided, that no vote shall be cast or other right exercised or action taken which would or could reasonably be expected to impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Loan Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends and distributions, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in accordance with Section 6.3, and (ii) at the election of the Administrative Agent, any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting and other rights pertaining to such Investment Property at any meeting of holders of the Equity Interests of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying and (ii) unless otherwise expressly permitted by this Agreement or other Loan Documents, upon the occurrence and during the continuance of an Event of Default, pay any dividends, distributions or other payments with respect to the Investment Property directly to the Administrative Agent.

6.3 **Application of Proceeds.** If an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent shall

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apply all or any part of Proceeds from the sale of, or other realization upon, all or any part of the Collateral in payment of the Secured Obligations in accordance with Section 3.4 of the Loan Agreement.

6.4 **Code and Other Remedies.** If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, after an Event of Default has occurred and is continuing, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by the Loan Agreement or by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived to the fullest extent permitted by applicable law), may in such circumstances forthwith collect, receive, appropriate, realize upon and take possession of the Collateral, or any part thereof (in addition to Collateral of which it already has possession), wherever it may be found, and for that purpose may pursue the same wherever it may be found, and may enter onto any of Grantor's premises where any of the Collateral may be, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of, and Administrative Agent shall have the right to store the same at any of Grantor's premises without cost to Administrative Agent or any Lender in each case, subject to the terms of the applicable lease agreement with respect to premises leased by Grantor. After an Event of Default has occurred and is continuing, the Administrative Agent may, upon 10 Business Days prior written notice to Grantor, sell, lease, assign, give options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or, to the fullest extent permitted by applicable law, private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such commercially reasonable terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery with assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived to the fullest extent permitted by applicable law and released. Each Grantor further agrees, at the Administrative Agent's request and at each Grantor's expense, after an Event of Default has occurred and is continuing, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.3, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including Attorney Costs to the payment in whole or in part of the Secured Obligations, in accordance with Section 6.3, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out

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of the exercise by them of any rights hereunder, except for Administrative Agent's gross negligence or willful misconduct in the exercise of such rights. Any notice of a proposed sale or other disposition of Collateral shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.5 **Sale of Pledged Equity.**

(a) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all of the Pledged Equity, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Equity for the period of time necessary to permit the Issuer thereof to register such securities or other interests for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(b) Each Grantor agrees to use its commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Equity pursuant to this Section 6.4 valid and binding and in compliance with applicable law; provided, that no Grantor shall be required to cause the registration of any Pledged Equity under any securities laws. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.4 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.4 shall be specifically enforceable against such Grantor, and such Grantor hereby waives to the fullest extent permitted by applicable law and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing under the Loan Agreement.

6.6 **Waiver; Deficiency.** Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-626 of the UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient until the Secured Obligations have been Paid in Full.

SECTION 7

THE ADMINISTRATIVE AGENT

7.1 **Administrative Agent's Appointment as Attorney-in-Fact, etc.**

(a) Until the Secured Obligations have been Paid in Full, each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority upon and during the continuance of an Event of Default in the place and stead of

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such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, upon notice by Administrative Agent to Borrower Representative of its intent to exercise such rights, on behalf of and at the expense of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) discharge Liens levied or placed on or threatened against the Collateral, other than Permitted Liens, and effect any repairs or insurance called for by the terms of this Agreement or any other Loan Document and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.4 or 6.5, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) subject to preexisting rights and licenses created in the ordinary course of business, assign any Copyright, Patent or Trademark, throughout the world for such term or terms, on such conditions, and in such

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manner, as the Administrative Agent shall in its sole discretion determine; (8) vote any right or interest with respect to any Investment Property; (9) order good standing certificates and conduct lien searches in respect of such jurisdictions or offices as the Administrative Agent may deem appropriate; and (10) generally, subject to preexisting rights and licenses created in the ordinary course of business, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing and that such power of attorney shall automatically terminate upon termination of this Agreement in accordance with Section 8.17.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent shall not exercise this power without first making demand on such Grantor and such Grantor failing to promptly comply therewith.

(c) Each Grantor hereby ratifies all that such attorneys in fact shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 **Duty of Administrative Agent**. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent or any Lender nor any of their respective officers, directors, employees or agents shall be liable for any failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for gross negligence or willful misconduct.

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7.3 **Authority of Administrative Agent.** Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Loan Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8

MISCELLANEOUS

8.1 **Amendments in Writing.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 15.1 of the Loan Agreement.

8.2 **Notices.** All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be addressed to the Administrative Agent or the Borrower Representative, respectively, and effected in the manner provided for in Section 12.8 of the Loan Agreement and each Grantor hereby appoints the Borrower Representative as its agent to give and receive notices hereunder and take all other actions as set forth herein or in the Loan Agreement, in each case, for, on behalf of and in the name of such Grantor, and the Administrative Agent shall be fully protected and held harmless by the Grantors hereunder for relying on any such notice reasonably believed by it to have been delivered by the Borrower Representative.

8.3 **Indemnification by Grantors.** Each Grantor hereby agrees to indemnify Administrative Agent and each Lender (and each of their Affiliates) and hold Administrative Agent and each Lender (and each of their Affiliates) harmless from and against any liability, loss, damage, suit, action or proceeding ever suffered or incurred by any such Person (including reasonable attorneys' fees and legal expenses but excluding Excluded Taxes) as the result of such Grantor's failure to observe, perform or discharge such Grantor's duties hereunder. In addition, each Grantor shall defend Administrative Agent and each Lender (and each of their Affiliates) against and save it harmless from all claims of any Person with respect to the Collateral (except those resulting from (i) the gross negligence or intentional or willful misconduct of Administrative Agent, any Lender or any Affiliate of Administrative Agent or any Lender, as applicable, or (ii) disputes solely among Lenders). Without limiting the generality of the foregoing, these indemnities shall extend to any claims asserted against Administrative Agent or any Lender (and each of their Affiliates) by any Person under any Environmental Laws by reason of any Grantor's or any other Person's failure to comply with Environmental Laws (except those resulting from (i) the gross negligence or intentional or willful misconduct of Administrative Agent, any Lender or any Affiliate of Administrative Agent or any Lender, as applicable, or (ii) disputes solely among Lenders). Notwithstanding any contrary provision in

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prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof and any prior arrangements made with respect to the payment by any Grantor of (or any indemnification for) any fees, costs or expenses payable to or incurred (or to be incurred) by or on behalf of the Administrative Agent or the Lenders. In the event of any direct conflict between this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern.

8.10 **Successors; Assigns.** This Agreement shall be binding upon Grantors, the Lenders and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of Grantors, Lenders and the Administrative Agent and the successors and assigns of the Lenders and the Administrative Agent. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Grantor may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of the Administrative Agent.

8.11 **Governing Law.** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

8.12 **Forum Selection; Consent to Jurisdiction.** ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE ADMINISTRATIVE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

8.13 **Waiver of Jury Trial.** EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION

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HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8.14 **Set-off**. Each Grantor agrees that the Administrative Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Grantor agrees that at any time any Event of Default exists and during its continuance, the Administrative Agent and each Lender may apply to the payment of any Secured Obligations, whether or not then due, any and all balances, credits, deposits, accounts or moneys of such Grantor then or thereafter with the Administrative Agent or such Lender.

8.15 **Acknowledgements**. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.16 **Additional Grantors**. Each Loan Party that is required to become a party to this Agreement pursuant to Section 8.1.6 of the Loan Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Loan Party of a joinder agreement substantially in the form attached hereto as Exhibit A.

8.17 **Releases; Cooperation with Certain Holders of Debt**.

(a) Subject to subsection 4.2.3 of the Loan Agreement at such time as the Secured Obligations have been Paid in Full, the Collateral shall be automatically released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to the Grantors any Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors UCC-3 termination statements and such other documents as the Grantors shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Loan Agreement, or Majority Lenders waive any provision of the Loan Agreement prohibiting such sale, transfer or other disposition, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release

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of the Liens created hereby on such Collateral. At the request of Borrower Representative and sole expense of Grantors, a Guarantor shall be released from its obligations hereunder in the event that all the Equity Interests of such Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Loan Agreement; provided that Borrower Representative shall have delivered to the Administrative Agent, with reasonable notice prior to the date of the proposed release, a written request for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower Representative stating that such transaction is in compliance with the Loan Agreement and the other Loan Documents.

(c) Subject to the conditions and requirements of Sections 8.2.3 and 8.2.5 of the Loan Agreement, if a Grantor finances or refinances Collateral, through purchase money financing, Capital Lease financing, or sale leaseback financing permitted pursuant to the Loan Agreement, the Administrative Agent shall subordinate (on terms reasonably acceptable to the Administrative Agent) or release the security interest granted to the Administrative Agent in such Collateral to the extent required by the Person providing such financing with respect to such Collateral. Nothing in this Section shall be deemed to authorize the taking of any such action which is not permitted pursuant to the terms of the Loan Agreement.

8.18 **Obligations and Liens Absolute and Unconditional**. Each Grantor understands and agrees that the obligations of each Grantor under this Agreement shall be construed as continuing, absolute and unconditional without regard to (a) the validity or enforceability of any Loan Document, any of the Secured Obligations or any other collateral security therefor or guaranty or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Grantor or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of any Grantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of any Grantor for the Secured Obligations, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Grantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any other Grantor or any other Person or against any collateral security or guaranty for the Secured Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from any other Grantor or any other Person or to realize upon any such collateral security or guaranty or to exercise any such right of offset, or any release of any other Grantor or any other Person or any such collateral security, guaranty or right of offset, shall not relieve any Grantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Grantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

8.19 **Reinstatement**. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor or any Issuer for

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liquidation or reorganization, should Grantor or any Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's and/or Issuer's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.20 **Consent**. Each Grantor hereby acknowledges that all Equity Interests of all holders of the Pledged Entities are to be collaterally assigned to the Administrative Agent and, notwithstanding any other agreement or provision of law to the contrary, each Grantor hereby consents to such assignment and to the taking of any action by the Administrative Agent in furtherance thereof, including without limitation the foreclosure and transfer of and/or assignment of any such Equity Interests to any other Person pursuant to such collateral assignment. In connection therewith, each Grantor hereby consents to, and agrees to take any action reasonably requested by the Administrative Agent to authorize and effect, the entitlement of any such assignee to all rights and benefits (including full membership or partnership rights and entitlements) of such Pledged Interests. Notwithstanding anything in any limited liability company agreement or partnership agreement of the Pledged Entities to the contrary or any applicable provision of law, for so long as payment obligations remain outstanding under the Loan Agreement, each Grantor hereby acknowledges that no consent of any member shall be required for the pledge by a member of its Equity Interest to the Administrative Agent or for the foreclosure upon and transfer of the ownership thereof (including by any Lender) pursuant to any action, and upon any such transfer to any person agreeing to be bound by the terms of any limited liability company agreement or partnership agreement, such person shall become a full member or partner thereunder entitled to all the same rights and benefits attendant thereto as the member or partner whose interests have been assumed, in each case, with no further action or approval of any other member required. This power being coupled with an interest is irrevocable.

8.21 **Effectiveness of Acquisition**. Tree of Life and its Subsidiaries shall have no rights or obligations hereunder until the consummation of the Acquisition and any representations and warranties of Tree of Life or any of its Subsidiaries hereunder shall not become effective until such time. Upon consummation of the Acquisition, all rights, obligations, representations and warranties of Tree of Life and its Subsidiaries shall become effective as of the date hereof, without any further action by any Person.

8.22 **NON-RECOURSE GUARANTY**. HOLDINGS HEREBY GUARANTEES TO LENDERS AND TO ADMINISTRATIVE AGENT ACTING ON BEHALF OF LENDERS, ON A NON-RECOURSE BASIS, PROMPT PAYMENT (WHETHER AT STATED MATURITY, BY ACCELERATION OR OTHERWISE) AND PERFORMANCE OF THE SECURED OBLIGATIONS, IT BEING UNDERSTOOD THAT LENDERS', ADMINISTRATIVE AGENT'S AND CO-COLLATERAL AGENTS' SOLE RIGHT TO RECOVER FROM HOLDINGS SHALL BE LIMITED TO THE COLLATERAL AND NO

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LENDER, ADMINISTRATIVE AGENT OR CO-COLLATERAL AGENT, ACTING ON BEHALF OF LENDERS, SHALL HAVE ANY RIGHT OF RECOURSE AGAINST ANY OTHER ASSETS OF HOLDINGS NOR AGAINST HOLDINGS INDIVIDUALLY.

[signature pages follow]

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(Signature Page to Guaranty and Collateral Agreement)

Each of the undersigned has caused this Guaranty and Collateral Agreement to be duly executed and delivered as of the date first above written.

KEHE DISTRIBUTORS, LLC

By: _____
Name: _____
Title: _____

KEHE ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

KEHE EYE LEVEL, LLC

By: _____
Name: _____
Title: _____

KEHE FOODS TEXAS, L.P.

By: Kehe Distributors, LLC, its General Partner

By: _____
Name: _____
Title: _____

J & J ROMEOVILLE PROPERTY, L.P.

By: J&J Romeoville Property, L.L.C., its General Partner

By: _____
Name: _____
Title: _____

CHICAGO/4280 7087

(Signature Page to Guaranty and Collateral Agreement)

ORGANIC & PURE, LLC

By: _____
Name: _____
Title: _____

KEHE TX LIMITED PARTNER LLC

By: _____
Name: _____
Title: _____

A – 1 INTERNATIONAL FOODS, LLC

By: _____
Name: _____
Title: _____

TREE OF LIFE LOGISTICS, LLC

By: _____
Name: _____
Title: _____

TREEHOUSE VITAMINS, LLC

By: _____
Name: _____
Title: _____

J&J ROMEOVILLE PROPERTY, L.L.C.

By: _____
Name: _____
Title: _____

CHICAGO/#2017087

(Signature Page to Guaranty and Collateral Agreement)

TREE OF LIFE, LLC

By: _____

Name: _____

Title: _____

KEHE DISTRIBUTORS HOLDINGS, LLC (solely for the purposes of binding itself to the provisions of the Agreement, excluding the Guaranty provisions of Section 2)

By: _____

Name: _____

Title: _____

CHICAGO#2017087

(Signature Page to Guaranty and Collateral Agreement)

HARRIS N.A., as Administrative Agent

By: _____
Craig Thistlethwaite
Director

CHICAGO\8201708\7

EXHIBIT A

THIS JOINDER TO GUARANTY AND COLLATERAL AGREEMENT ("Joinder Agreement") is made as of this [____] day of [_____], [____], among [_____] (a "Joining Grantor") and HARRIS N.A., as the administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a certain Loan Agreement ("Loan Agreement") dated as of January ____, 2010, Kehe Distributors, LLC, a Delaware limited liability company ("Kehe"), the direct and indirect Domestic Subsidiaries (other than Dormant Subsidiaries) of Kehe that are parties thereto as "US Borrowers" (together with Kehe, each being a "US Borrower" and collectively being "US Borrowers") or as "Guarantors" (the "Guarantors" and, together with US Borrowers herein being, collectively, the "Grantors" and each, individually, a "Grantor"), Administrative Agent and the lenders party thereto ("Lenders"); and

WHEREAS, in connection with the Loan Agreement, Grantors entered into that certain Guaranty and Collateral Agreement dated as of January ____, 2010 in favor of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"); and

WHEREAS, in order to induce Agent and the Lenders to make and continue to Loans and other extensions of credit under the Loan Agreement, Joining Grantor has agreed to execute this Joinder Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein without definition shall have the meanings given to them in the Guaranty.

2. Assumption. Joining Grantor hereby expressly assumes, confirms and agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, duties and liabilities of the Grantors under the Guaranty and under any Loan Document (as defined in the Loan Agreement) executed and delivered or furnished, or to be executed and delivered or furnished, by Grantors in connection therewith.

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3. Joinder.

3.1 Upon the effectiveness of this Joinder Agreement, Joining Grantor joins in, assumes, adopts and becomes a Grantor under the Guaranty. From and after the date hereof, all references to Grantor or Grantors contained in the Guaranty and any other Loan Document are hereby deemed, for all purposes, to refer to and include Joining Grantor.

3.2 Without limiting the generality of the provisions of Section 1 above, Joining Grantor is hereby liable, on a joint and several basis, along with all other Grantors for all obligations under the Guaranty.

4. Representations and Warranties. In order to induce the Administrative Agent to accept this Joinder Agreement and to induce Lenders to continue to make loans and other financial accommodations available to the U.S. Borrowers, each Joining Grantor hereby represents and warrants to the Administrative Agent and the Lenders that (a) this Joinder Agreement has been duly authorized, executed and delivered by each Joining Grantor and constitutes the legal, valid and binding obligation of each Joining Grantor, enforceable against each Joining Grantor in accordance with its terms (subject to the effectiveness of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and (b) each of the representations and warranties set forth in Section 4 of the Guaranty are true, correct and complete as they pertain to each Joining Grantor. For purposes of this paragraph, references in the Guaranty to Schedules shall be deemed to be references to the correspondingly numbered Schedules attached hereto.

5. Additional Deliveries; Further Assurances. Joining Grantor has delivered each of the documents, instruments and agreements and satisfied each of the conditions relevant to it set forth in the Guaranty. In addition, each Joining Grantor agrees to execute and deliver, or cause to be executed and delivered, in form and substance satisfactory to the Administrative Agent and the Lenders, such further documents, instruments, amendments and financing statements and to take such further action, as may be necessary from time to time to perfect and maintain the liens and security interests created by the Guaranty and the documents executed in connection therewith, including without limitation, the following items, each in form and substance satisfactory to the Administrative Agent;

(a) a [Manager's] [Secretary's] Certificate of each Joining Grantor certifying as to (i) to the incumbency or its officers or manager, (ii) its limited liability company agreement, by-laws or limited partnership agreement, and (iii) its certificate of formation, incorporation or limited partnership;

(b) delivery by each Joining Grantor of (i) an executed limited liability company or limited partnership issuer acknowledgement or (ii) a certificate of membership interest along with an undated endorsement in blank with respect to all capital stock of each Joining Grantor, as applicable; and

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(c) any documents (including, without limitation, UCC financing statements) required to be filed in order to create, in favor of the Administrative Agent for the benefit of the Lenders, a first and exclusive perfected security interest in the Collateral with respect to which a security interest may be perfected by filing under the UCC.

6. Continuing Effect. Except as otherwise specifically set out herein, the provisions of the Guaranty shall remain in full force and effect.

7. Governing Law. This Joinder Agreement and the obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflicts of laws.

8. Counterparts. This Joinder Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

IN WITNESS WHEREOF, this Joinder Agreement has been duly executed on the day and year specified at the beginning of this Joinder Agreement.

_____

By: _____
Name: _____
Title: _____

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SCHEDULE 1

INVESTMENT PROPERTY

A. PLEDGED EQUITY

Grantor (owner of Record of such Pledged Equity)	Issuer	Pledged Equity Description	Percentage of Issuer	Certificate (Indicate No.)
Kehe Distributors, LLC	Fifty-50 Foods Limited Partnership	Partnership Interest	6.4516%	None
Tree of Life, LLC	Fifty-50 Foods Limited Partnership	Partnership Interest	2.5%	None
Kehe Distributors Holdings, LLC	Kehe Distributors, LLC	Limited Liability Company Interest	100%	Uncertificated
Kehe Distributors, LLC	Kehe Enterprises, LLC	Limited Liability Company Interest	100%	Uncertificated
Kehe Distributors, LLC	Kehe Eye Level, LLC	Limited Liability Company Interest	100%	Uncertificated
J&J Romeoville Property L.L.C. Kehe Distributors, LLC	J & J Romeoville Property, L.P.	Partnership Interest Partnership Interest	1% 99%	None
Kehe Distributors, LLC	J&J Romeoville Property, L.L.C.	Limited Liability Company Interest	100%	None
Kehe Distributors, LLC Kehe Foods Texas L.P.	KFDT L.P.	Partnership Interest Partnership Interest	1% 99%	None
Kehe Distributors, LLC	Kehe Foods Texas L.P.	Partnership Interest	1%	None

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Kehe TX Limited Partner LLC		Partnership Interest	99%	
Kehe Distributors, LLC	Kehe TX Limited Partner LLC	Limited Liability Company Interest	100%	None
Kehe Distributors, LLC	KFPPMM LLC	Limited Liability Company Interest	100%	Uncertificated
Kehe Distributors, LLC KFPPMM, LLC	KFPPM LLC	Limited Liability Company Interest Limited Liability Company Interest	99.9% 0.1%	None
Kehe Distributors, LLC KFPPM LLC	Kehe Food Products Procurement, L.P.	Partnership Interest Partnership Interest	1% 99%	None
Kehe Distributors, LLC	Tree of Life, LLC	Limited Liability Company Interest	100%	Uncertificated
Tree of Life, LLC	Tree of Life Canada ULC	Unlimited Liability Corporation Stock	100%	C-3 and P-3
Tree of Life, LLC	Treehouse Vitamins, LLC	Limited Liability Company Interest	100%	Uncertificated
Tree of Life, LLC	Tree of Life Logistics, LLC	Limited Liability Company Interest	100%	Uncertificated

Tree of Life, LLC	A-1 International Foods, LLC	Limited Liability Company Interest	100%	Uncertificated

B. PLEDGED NOTES

Grantor (owner of Record of such Pledged Notes)	Issuer	Pledged Notes Description
Kehe Distributors, LLC	Kehe Eye Level, LLC	Revolving Promissory Note in the original principal amount of $500,000

C. OTHER INVESTMENT PROPERTY

Grantor	Investment Property Description
None.	

SCHEDULE 2

FILINGS AND PERFECTION

GRANTOR	FILING REQUIREMENT OR OTHER ACTION	FILING OFFICE
Kehe Distributors Holdings, LLC	Financing Statement	Delaware Secretary of State
Kehe Distributors, LLC	Financing Statement	Illinois Secretary of State
Kehe Enterprises, LLC	Financing Statement	Illinois Secretary of State
Kehe Eye Level, LLC	Financing Statement	Illinois Secretary of State
J & J Romeoville Property, L.P.	Financing Statement	Illinois Secretary of State
J&J Romeoville Property, L.L.C.	Financing Statement	Illinois Secretary of State
KFDT L.P.	Financing Statement	Texas Secretary of State
Kehe Foods Texas L.P.	Financing Statement	Texas Secretary of State
Kehe TX Limited Partner LLC	Financing Statement	Illinois Secretary of State
Tree of Life, LLC	Financing Statement	Delaware Secretary of State
Tree of Life Canada ULC	Financing Statement	DC Recorder of Deeds
Treehouse Vitamins, LLC	Financing Statement	Delaware Secretary of State
Tree of Life Logistics, LLC	Financing Statement	Delaware Secretary of State
A-1 International Foods, LLC	Financing Statement	California Secretary of State

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SCHEDULE 3

INTELLECTUAL PROPERTY

Kehe Distributors, LLC's and its Subsidiaries' trademarks:

Trademark	Owner	Status in Patent and Trademark Office	Federal Registration No. /Ser. No.	Registration Date
A SENSE OF TASTE	Tree of Life, Inc. (Delaware)	Pending	77/801082	n/a
AMERICAN NATURAL SNACKS	Tree of Life, Inc. (Delaware)	Registered	1625323	11/27/1990
AMERICAN NATURAL SNACKS	Tree of Life, Inc. (Delaware)	Cancelled	2490067	09/18/2001
BAKER'S ROW	Tree of Life, Inc. (Delaware)	Registered	2348865	05/09/2000
BONAVITA	Tree of Life, Inc. (Delaware)	Registered	992089	08/27/1994
CANOPY	Tree of Life, Inc. (Delaware)	Registered	2659269	12/10/2002
CARBCARE	Tree of Life, Inc. (Delaware)	Registered	2990466	08/30/2005
COOKIE LOVER'S STYLIZED	Tree of Life, Inc. (Delaware)	Registered	1823021	02/22/1994
EITZ CHAIM	Tree of Life, Inc. (Delaware)	Pending	77811286	n/a
ESCULENT	Tree of Life, Inc. (Delaware)	Registered	1663520	11/05/1991
GOURMET AWARD	Tree of Life, Inc. (Delaware) (d/b/a Gourmet Award Foods)	Registered	1758011	03/16/1993
HARVEST MOON	Tree of Life, Inc. (Delaware)	Registered	1856349	09/27/1994
HARVEST MOON	Tree of Life, Inc. (Delaware)	Pending	77801527	n/a
HEALTHY	Tree of Life, Inc. (Delaware)	Registered	1710896	08/25/1992

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Trademark	Owner	Status in Patent and Trademark Office	Federal Registration No. /Ser. No.	Registration Date
HEALTHY VALUES	Tree of Life, Inc. (Florida)	Registered	1338308	05/28/1995
LION CROSS	Tree of Life, Inc. (Delaware)	Registered	609425	07/26/1995
LION CROSS	Tree of Life, Inc. (Florida)	Registered	1586991	03/13/1990
OLD STONE MILL	Tree of Life, Inc. (Delaware)	Registered	1560035	10/10/1989
ONE POT COFFEE	Tree of Life, Inc. (Delaware)	Registered	1970637	04/23/1996
PREMIO AL SABOR	Tree of Life, Inc. (Delaware)	Registered	2542292	02/26/2002
READY GROUND	Tree of Life, Inc. (Delaware)	Registered	2030803	01/14/1997
RIGHT FROM THE OVEN	Tree of Life, Inc. (Delaware)	Abandoned	77/708118	n/a
SAGE VALLEY	Tree of Life, Inc. (Delaware)	Pending	77/632314	n/a
SOY WONDER	Tree of Life, Inc. (Delaware)	Registered	2466173	07/03/2001
SMART ASSORTMENT	Tree of Life, Inc. (Florida)	Registered	3336056	11/13/2007
SMART ASSORTMENT – A TREE OF LIFE PROGRAM (LOGO)	Tree of Life, Inc. (Delaware)	Registered	3397829	03/18/2008
THE SOURCE!	Tree of Life, Inc. (Florida)	Registered	2749712	08/12/2003
THE SOURCE!	Tree of Life, Inc. (Delaware)	Registered	2686270	02/11/2003
SUNSHINE ACRES (LOGO)	Tree of Life, Inc. (Delaware)	Pending	77/461573	n/a
SWIGGIT	Tree of Life, Inc. (Delaware)	Registered	2915125	12/28/2004
TERRA SUMMA	Tree of Life, Inc. (Delaware)	Pending	77/607431	n/a

Trademark	Owner	Status in Patent and Trademark Office	Federal Registration No. /Ser. No.	Registration Date
TREE OF LIFE	Tree of Life, Inc. (Florida)	Registered	1171499	09/29/1981
TREE OF LIFE	Tree of Life, Inc. (Florida)	Registered	1559965	10/10/1989
TREE OF LIFE	Tree of Life, Inc. (Delaware)	Registered	2362993	06/27/2000
TREE OF LIFE	Tree of Life, Inc. (Florida)	Registered	2976215	07/26/2005
TREE OF LIFE AND DESIGN	Tree of Life, Inc. (Delaware)	Registered	1253107	10/04/1983
TREE OF LIFE AND DESIGN	Tree of Life, Inc. (Delaware)	Registered	1559979	10/10/1989
TREE OF LIFE AND DESIGN	Tree of Life, Inc. (Delaware)	Registered	2989504	08/30/1994
TURTLE DESIGN	Tree of Life, Inc. (Delaware)	Registered	1649597	07/02/1991
TURTLE DESIGN	Tree of Life, Inc. (Delaware)	Registered	2172951	07/14/1998
TWIN MOUNTAIN	Tree of Life, Inc. (Delaware)	Registered	1693436	06/09/1992
VENECIA	Tree of Life, Inc. (Delaware)	Registered	1669605	12/24/1991
ALBERO DELLA VITA	Tree of Life Canada, Inc.	Registered (Canada)	698,023	10/09/2007
ALPENHORN	Tree of Life, Inc. (Delaware)	Registered (Canada)	183,164	05/12/1974
ALPENHORN & Design	Tree of Life, Inc. (Delaware)	Registered (Canada)	180,765	01/21/1972
AMBASSADOR	Tree of Life Canada, Inc.	Registered (Canada)	237,113	11/09/1979
AMBASSADOR & Design	Tree of Life Canada, Inc.	Registered (Canada)	313,456	04/18/1986
ASHCO & Design	Tree of Life, Inc. (Delaware)	Registered (Canada)	184,714	08/04/1972
ASHCO BRAND	Tree of Life, Inc. (Delaware)	Registered (Canada)	184,616	07/28/1972
ASHLEY KOFFMAN	Tree of Life, Inc. (Delaware)	Registered (Canada)	333,373	10/23/1987
BALKAN	Tree of Life, Inc. (Delaware)	Registered (Canada)	436,220	11/25/1994

Trademark	Owner	Status in Patent and Trademark Office	Federal Registration No. /Ser. No.	Registration Date
BLUE ORCHID	Tree of Life Canada, Inc.	Registered (Canada)	314,452	05/23/1986
CANDY PLUS	Tree of Life, Inc. (Delaware)	Registered (Canada)	309,838	12/27/1985
CASAREALE	Tree of Life Canada, Inc.	Allowed (Canada)	131,908	n/a
CHERRY PLUS	Tree of Life, Inc. (Delaware)	Registered (Canada)	309,837	12/27/1985
COCOFECTION	Tree of Life, Inc. (Delaware)	Registered (Canada)	371,244	07/27/1990
DANBERRY	Tree of Life, Inc. (Delaware)	Registered (Canada)	466,415	11/27/1997
DANISH GROVE	Tree of Life, Inc. (Delaware)	Registered (Canada)	466,099	11/19/1996
DRAGON-KING	Tree of Life Canada, Inc.	Registered (Canada)	305,388	08/02/1985
EL SPLENDITO	Tree of Life, Inc. (Delaware)	Registered (Canada)	408,609	02/26/1993
HARVEST ACRES	Tree of Life Canada, Inc.	Registered (Canada)	580,689	05/06/2003
KINGSLEY & BROWNE	Tree of Life, Inc. (Delaware)	Registered (Canada)	429298	06/24/1994
MEDDO BELLE	Tree of Life, Inc. (Delaware)	Registered (Canada)	308,970	12/06/1985
MEDDO BELLE SELECTED CUT & Design	Tree of Life, Inc. (Delaware)	Registered (Canada)	313,464	04/18/1986
PINATA	Tree of Life, Inc. (Delaware)	Registered (Canada)	360,084	09/08/1989
PREISCO JENTASH	Tree of Life Canada, Inc.	Registered (Canada)	557,310	02/04/2002
RED RIDINGHOOD & DESIGN	Tree of Life, Inc. (Delaware)	Registered (Canada)	450,123	11/17/1995
RICE AMAZING	Tree of Life, Inc. (Delaware)The Company	Registered (Canada)	550,107	08/23/2001
RICE GARDEN	Tree of Life Canada, Inc.	Registered (Canada)	297,854	12/07/1984
SEA HAUL	Tree of Life Canada, Inc.	Registered (Canada)	298,527	12/28/1984

Trademark	Owner	Status in Patent and Trademark Office	Federal Registration No. /Ser. No.	Registration Date
SH STEAK HOUSE & Design	Tree of Life Canada, Inc.	Registered (Canada)	578,244	03/26/2003
SOY AMAZING	Tree of Life, Inc. (Delaware)	Registered (Canada)	488,369	01/27/1998
SOYA MELT	Tree of Life, Inc. (Delaware)	Registered (Canada)	516,490	02/07/1996
STEAK HOUSE & Design	Tree of Life Canada, Inc.	Registered (Canada)	424,955	03/11/1994
STEAK HOUSE Design	Tree of Life Canada, Inc.	Registered (Canada)	205,284	02/14/1975
SUPERCHEF	Tree of Life, Inc. (Delaware)	Registered (Canada)	326,534	04/16/1987
TOUT NATUREL & Design	Tree of Life Canada, Inc.	Registered (Canada)	536,657	11/06/2000
TRE CASALI	Tree of Life Canada, Inc.	Registered (Canada)	720,167	08/01/2008
TREE OF LIFE	Tree of Life Canada, Inc.	Registered (Canada)	376,833	12/07/1990
TROPIC ISLE	Tree of Life Canada, Inc.	Registered (Canada)	UCA37880	08/21/1950
UNCLE TOM'S	Tree of Life Canada, Inc.	Registered (Canada)	306,077	08/03/1995
	Kehe Food Distributors, Inc.	Registered	3252880	06/19/2007
EYE LEVEL SOLUTIONS	Kehe/Eye Level Inc.	Registered	2671586	01/07/2003
BRINGING CATEGORIES TO LIFE	Kehe Food Distributors, Inc.	Registered	3704463	11/03/2009
NATURAL AND PURE	Kehe Food Distributors, Inc.	Registered	3346285	11/27/2007
ORGANIC & PURE	Kehe Food Distributors, Inc.	Registered	3679009	09/08/2009

Trademark	Owner	Status in Patent and Trademark Office	Federal Registration No. /Ser. No.	Registration Date
ORANGIC AND PURE	Kehe Food Distributors, Inc.	Registered	3337117	11/13/2007

SCHEDULE 4

DEPOSITARY AND OTHER DEPOSIT ACCOUNTS

GRANTOR	FINANCIAL INSTITUTION	ACCOUNT NUMBER	CONTACT INFORMATION
Kehe Distributors, LLC	Bank of America, N.A.	4164- Deposit Lockbox	Mona Thaliji Tel: 312-904-1663 135 LaSalle Street, Chicago, IL 60603
Kehe Distributors, LLC	Bank of America, N.A.	5801070557	Mona Thaliji Tel: 312-904-1663 135 LaSalle Street, Chicago, IL 60603
Kehe Distributors, LLC	Bank of America, N.A.	5590100185	Mona Thaliji Tel: 312-904-1663 135 LaSalle Street, Chicago, IL 60603
Kehe Distributors, LLC	Bank of America, N.A.	5590100193	Mona Thaliji Tel: 312-904-1663 135 LaSalle Street, Chicago, IL 60603
Kehe Distributors, LLC	Bank of America, N.A.	5801070532	Mona Thaliji Tel: 312-904-1663 135 LaSalle Street, Chicago, IL 60603
Kehe Distributors, LLC	Bank of America, N.A.	5801070540	Mona Thaliji Tel: 312-904-1663 135 LaSalle Street, Chicago, IL 60603
Kehe Distributors, LLC	Fifth Third Bank	-0762	Stephen C. Watts Tel: 312-704-4967 640 Pasquinelli Drive Third Floor MD G25461

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			Westmont, IL 60559
A-1 International Foods, LLC	Bank of New York Mellon	140337	Deborah L. Mezyk 500 Ross Street 154-1320 Pittsburgh, PA 15262 Tel: 412-234-2559
Tree of Life, LLC	Bank of New York Mellon	207511	Deborah L. Mezyk 500 Ross Street 154-1320 Pittsburgh, PA 15262 Tel: 412-234-2559
Tree of Life, LLC	Bank of New York Mellon	207685	Deborah L. Mezyk 500 Ross Street 154-1320 Pittsburgh, PA 15262 Tel: 412-234-2559
Tree of Life, LLC	Bank of New York Mellon	207693	Deborah L. Mezyk 500 Ross Street 154-1320 Pittsburgh, PA 15262 Tel: 412-234-2559
Tree of Life, LLC	Bank of New York Mellon	0585512	Deborah L. Mezyk 500 Ross Street 154-1320 Pittsburgh, PA 15262 Tel: 412-234-2559
Tree of Life, LLC	Bank of New York Mellon	767797	Deborah L. Mezyk 500 Ross Street 154-1320 Pittsburgh, PA 15262 Tel: 412-234-2559
Tree of Life, LLC	Bank of America, N.A.	58583	Sharon A. Smith 50 North Laura Street FL9-001-24-12 Jacksonville, FL 32202 Tel: 904-791-5304
Tree of Life Canada ULC	Bank of New York Mellon	585512	Deborah L. Mezyk 500 Ross Street 154-1320 Pittsburgh, PA 15262 Tel: 412-234-2559
Tree of Life Canada ULC	HSBC Bank Canada	25001	Ryan Corkum Tel: 905-568-5326 4550 Hurontario Street Mississauga, ON L5R 4E4
Tree of Life Canada ULC	HSBC Bank Canada	25070	Ryan Corkum Tel: 905-568-5326

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ULC			4550 Hurontario Street Mississauga, ON L5R 4E4
Tree of Life Canada ULC	KBC Bank NV LTD	-0296	BK - Corporate 1000 Eiermarkt 20, B-2000 Antwerpen, Belgium
Tree of Life Canada ULC	National Westminster Bank PLC	-0339	Withington Branch, 437 Wilmslow Road, Withington, Manchester, M20 4AJ
Treehouse Vitamins, LLC	Bank of America, N.A.	66565	Sharon A. Smith 50 North Laura Street FL9-001-24-12 Jacksonville, FL 32202 Tel: 904-791-5304

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SCHEDULE 5

COMMERCIAL TORT CLAIMS

None.

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SCHEDULE 6

EXISTING SWAPS

1. All debt relating to certain interest rate swap contracts and similar interest rate protection agreements between JPMorgan Chase Bank, N.A., successor in interest to Bank One, NA and certain of the Loan Parties.

2. That certain I.S.D.A. Master Agreement between Fifth Third Bank and KFDT, L.P. dated as of December 7, 2004 ("Master Agreement") and all schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder.

Schedule to Master Agreement:

Date	Notional Amount	Description
February 18, 2005	$15,600,000.00	Interest Rate Swap

TRADEMARK
RECORDED: 03/03/2010
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