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
Lifecore Biomedical, LLC		04/30/2010	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	400 Hamilton Avenue, P.O. Box 150
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94302
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77941177	CORGEL
Serial Number:	77941188	CORGEL
Registration Number:	1488016	LIFECORE
Registration Number:	2939113	LIFECORE
Registration Number:	2962775	LIFECORE
Registration Number:	2800097	LIFECORE
Registration Number:	1668206	LUROCOAT
Registration Number:	3350241	PURPOSEFUL INNOVATION
Registration Number:	3433238	PURPOSEFUL INNOVATION
Registration Number:	3341980	PURPOSEFUL INNOVATION

CH $265.00 77941177

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

Phone:	(312) 845-3430
Email:	kalwa@chapman.com
Correspondent Name:	Richard Kalwa
Address Line 1:	111 West Monroe Street
Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3581030
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/03/2010

Total Attachments: 18
source=2806447#page1.tif
source=2806447#page2.tif
source=2806447#page3.tif
source=2806447#page4.tif
source=2806447#page5.tif
source=2806447#page6.tif
source=2806447#page7.tif
source=2806447#page8.tif
source=2806447#page9.tif
source=2806447#page10.tif
source=2806447#page11.tif
source=2806447#page12.tif
source=2806447#page13.tif
source=2806447#page14.tif
source=2806447#page15.tif
source=2806447#page16.tif
source=2806447#page17.tif
source=2806447#page18.tif

SECURITY AGREEMENT RE: PATENTS AND TRADEMARKS

The undersigned, LIFECORE BIOMEDICAL, LLC, a Minnesota limited liability company, with its chief executive office and mailing address at 3515 Lyman Boulevard, Chaska, Minnesota 55318-3051 (the *"Debtor"*), for value received, hereby grants, bargains, sells, transfers, conveys, assigns, mortgages and pledges to WELLS FARGO BANK, NATIONAL ASSOCIATION (the *"Secured Party"*), and grants to the Secured Party a security interest in, and acknowledges and agrees that the Secured Party has and shall continue to have a continuing security interest in, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to:

(a) *Patents.* Patents, whether now owned or hereafter acquired, or in which Debtor now has or hereafter acquires any rights (the term *"Patents"* means and includes (i) all letters patent of the United States or any other country or any political subdivision thereof, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country or any political subdivision thereof, including, without limitation, registrations, recordings and applications 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 and (ii) all reissues, continuations, continuations-in-part or extensions thereof), including, without limitation, each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in the Debtor's Patents;

(b) *Patent Licenses.* Patent Licenses, whether now owned or hereafter acquired, or in which Debtor now has or hereafter acquires any rights (the term *"Patent Licenses"* means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including, without limitation, each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of the Debtor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(c) *Trademarks.* Trademarks and Trademark registrations, whether now owned or hereafter adopted or acquired, or in which Debtor now has or hereafter acquires any rights (the term *"Trademarks"* means and includes (i) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications 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 and (ii) all reissues, extensions or renewals thereof), including, without limitation, each Trademark registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark registration and all customer lists and other records of Debtor relating to the distribution of products bearing, or rendition of services otherwise relating to, a Trademark;

TRADEMARK
REEL: 004197 FRAME: 0319

(d) *Trademark Licenses.* Trademark Licenses, whether now owned or hereafter acquired, or in which Debtor now has or hereafter acquires any rights (the term *"Trademark Licenses"* means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including, without limitation, the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the Debtor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(e) *Know-How and Trade Secret Collateral.* All know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, material standards, processing standards and performance standards, to the extent that the foregoing pertain to manufacturing, production or processing operations of the Debtor and constitute trade secrets of the Debtor, and all licenses or other similar agreements granted to or by the Debtor with respect to any of the foregoing;

(f) *General Intangibles and Records and Cabinets.* General intangibles relating to any of the above-described property and supporting evidence and documents relating to any of the above-described property, including, without limitation, written applications, correspondence, delivery receipts and notes, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising;

(g) *Accessions and Additions.* All accessions and additions to, and substitutions and replacements of, any and all of the foregoing, whether now existing or hereafter arising; and

(h) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (i) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (ii) any claim by the Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or Trademark registration or of any Trademark licensed under any Trademark License and (iii) any claim by the Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (i), (ii) and (iii);

TRADEMARK
REEL: 004197 FRAME: 0320

all of the foregoing being herein sometimes referred to as the *"Collateral"*; *provided* that the Collateral shall not include any license agreement under which the Debtor is licensee which, by its terms, prohibits the security interest contemplated by this Agreement. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations (as defined below).

1. *Obligations Hereby Secured.* The obligations secured hereby are, collectively, (i) the "Obligations", as that term is defined in the Credit Agreement, dated as of the date hereof (as amended, modified and/or supplemented from time to time, the *"Credit Agreement"*), between Debtor and Secured Party, and (ii) the "Obligations", as that term is defined in the Reimbursement Agreement, dated on or after the date hereof (as amended, modified and/or supplemented from time to time, the *"Reimbursement Agreement"* and, together with the Credit Agreement, the *"Agreements"*), between Debtor and Secured Party (the *"Secured Obligations"*). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

2. *No Release.* Nothing set forth in this Agreement shall relieve the Debtor from the performance of any term, covenant, condition or agreement on the Debtor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on the Secured Party to perform or observe any such term, covenant, condition or agreement on the Debtor's part to be so performed or observed or impose any liability on the Secured Party for any act or omission on the part of the Debtor relative thereto or for any breach of any representation or warranty on the part of the Debtor contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

3. *Use of Collateral.* Notwithstanding anything to the contrary contained in this Agreement, until an Event of Default hereunder has occurred and is continuing and thereafter until otherwise notified by the Secured Party, the Debtor may continue to exploit, license, sublicense, use, enjoy and protect the Collateral throughout the world and the Secured Party shall from time to time execute and deliver, upon written request of the Debtor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Debtor to enable the Debtor to continue to exploit, license, sublicense, use, enjoy and protect the Collateral throughout the world. In addition, the Secured Party hereby acknowledges and agrees that, pursuant to Section 6.19 of the Credit Agreement, notwithstanding the occurrence of an Event of Default, the rights of any licensee or sublicensee with respect to any Collateral licensed or sublicensed by Debtor to any other Person shall remain in full force and effect and shall not be terminated or revoked by the Secured Party pursuant to Secured Party's exercise of its remedies hereunder.

TRADEMARK
REEL: 004197 FRAME: 0321

4. *Representations and Warranties of the Debtor*. The Debtor hereby represents and warrants to the Secured Party as follows:

(a) The Debtor is, and, as to the Collateral acquired by it from time to time after the date hereof, the Debtor will be, the owner or, as applicable, licensee of all the Collateral. The Debtor's rights in the Collateral are and shall remain free and clear of any Lien, including, without limitation, any filing of or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute, except for Permitted Liens. The Debtor has made no previous assignment, conveyance, transfer or agreement in conflict herewith. Schedules A-1, A-2, B-1 and B-2 hereto, respectively, are true and correct lists of all Patents, Patent Licenses, Trademarks and Trademark Licenses owned or used by the Debtor as of the date hereof and that Schedules A-1, A-2, B-1 and B-2 are true and correct with respect to the matters set forth therein as of the date hereof.

(b) The Debtor has full corporate power to pledge and grant a security interest in all the Collateral pursuant to this Agreement.

(c) No authorization, consent, approval, license, qualification or exemption from, nor any filing, declaration or registration with, any court, governmental agency or regulatory authority, or with any securities exchange or any other party, is required in connection with (i) the Debtor's execution, delivery or performance of this Agreement, (ii) the Debtor's grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in the Collateral in the manner and for the purpose contemplated by this Agreement or (iii) the rights of the Secured Party created hereby, except those that have already been obtained or made and those referred to in paragraph (f) of this Section.

(d) The Debtor has made all necessary filings and recordations to protect its interests in the Collateral.

(e) The Debtor owns directly or has rights to use all patents, trademarks, service marks and trade names and all rights with respect to any of the foregoing used in, necessary for or of importance to the business of the Debtor in the ordinary course as presently conducted. The use of such patents, trademarks, service marks and trade names and all rights with respect to the foregoing by the Debtor does not, to the best of the Debtor's knowledge after due inquiry, infringe on the rights of any party, nor has any claim of such infringement been made.

(f) Upon filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office, this Agreement will create a valid and duly perfected first priority lien and security interest in the Collateral located in the United States subject only to Permitted Liens.

TRADEMARK
REEL: 004197 FRAME: 0322

(g) To the best of the Debtor's knowledge after due inquiry, no claim has been made and remains outstanding that the Debtor's use of any of the Collateral does or may violate the rights of any third person.

5. *Covenants and Agreements of the Debtor*. The Debtor hereby covenants and agrees with the Secured Party as follows:

(a) On a continuing basis, the Debtor will, at the expense of the Debtor, subject to Permitted Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United States, all such instruments, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action, as may reasonably be deemed necessary or advisable by the Secured Party (x) to carry out the intent and purposes of this Agreement, (y) to assure and confirm to the Secured Party the grant and perfection of a first priority security interest in the Collateral or (z) to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section 5, the Debtor (i) will not enter into any agreement that would impair or conflict with the Debtor's obligations hereunder, (ii) will, promptly following its becoming aware thereof, notify the Secured Party of (A) any final adverse determination in any proceeding in the United States Patent and Trademark Office with respect to any of the Collateral or (B) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative bodies regarding the Debtor's claim of ownership in or right to use any of the Collateral that is not Immaterial Intellectual Property Rights, its right to register any such Collateral that is not Immaterial Intellectual Property Rights or its right to keep and maintain such registration; (iii) will properly maintain and care for the Collateral to the extent necessary for the conduct of the business of the Debtor in the ordinary course as presently conducted and consistent with the Debtor's current practice; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except Permitted Liens and will not execute any security agreement or financing statement covering any of the Collateral except in the name of the Secured Party; (v) except as permitted hereunder or under the Agreements (including, without limitation, with respect to Immaterial Intellectual Property Rights), will not permit to lapse or become abandoned, settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Collateral without the prior written consent of the Secured Party or contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Collateral or any portion thereof; (vi) upon any responsible officer of the Debtor obtaining knowledge thereof, will promptly notify the Secured Party in writing of any event which may reasonably be expected to materially and adversely affect the value of any of the Collateral, the ability of the Debtor or the Secured Party to dispose of any such Collateral or the rights and remedies of the Secured Party in relation thereto, including, without limitation, a levy or threat of levy or any legal process against any such Collateral; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorizes the Secured Party, in its sole discretion,

TRADEMARK
REEL: 004197 FRAME: 0323

to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of the Debtor where permitted by law; (ix) will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Secured Party may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and the Debtor has established adequate reserves therefor) and preclude interference with the operation of the business of the Debtor in the ordinary course; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Collateral.

(c) If the Debtor shall (i) obtain any rights to any new invention (whether or not patentable), know-how, trade secret, design, process, procedure, formula, diagnostic test, service mark, trademark, trademark registration, trade name, or license or (ii) become entitled to the benefit of any patent, patent application, service mark, trademark, trademark application, trademark registration, license renewal or extension, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the assignment, lien and security interest created hereby without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If the Debtor so obtains or becomes entitled to any of the foregoing rights described in clauses (i) and (ii) above, the Debtor shall give written notice thereof to the Secured Party on or prior to the end of each fiscal quarter. The Debtor agrees, promptly following written request therefor by the Secured Party, to confirm the attachment of the lien and security interest created hereby to any such rights described in clauses (i) and (ii) above by execution of an instrument in form and substance reasonably acceptable to the Secured Party.

(d) The Debtor hereby authorizes the Secured Party to modify this Agreement by amending Schedules A-1, A-2, B-1 and B-2 hereto to include any future Collateral.

(e) The Debtor shall prosecute diligently applications for the Patents and Trademarks now or hereafter pending that in the Debtor's reasonable judgment would be materially beneficial to the business of the Debtor in the ordinary course, make application on unpatented but patentable inventions and registrable but unregistered Trademarks that in the Debtor's reasonable judgment would be materially beneficial to the business of the Debtor in the ordinary course, file and prosecute opposition and cancellation proceedings and do all acts necessary to preserve and maintain all its rights in the Collateral, unless as to any Patent or Trademark, in the reasonable judgment of the Debtor, such Patent or Trademark has become obsolete to the business of the Debtor. Any expenses incurred in connection with such actions shall be borne by the Debtor.

TRADEMARK
REEL: 004197 FRAME: 0324

6. *Grant of License to Patents, Trademarks, Copyrights, Etc.* Without in any way limiting the scope of the lien and security interest created hereby, the Debtor hereby grants to the Secured Party an irrevocable, nonexclusive license and right to use all of the Debtor's Patents, Patent applications, Patent Licenses, Trademarks, Trademark registrations, Trademark Licenses, trade names, trade styles, copyrights, copyright licenses and similar intangibles in the processing, production, marketing, distribution or sale by the Secured Party of all or any part of its collateral for the Secured Obligations in connection with and solely in connection with any foreclosure or other realization on such collateral. The license and rights granted the Secured Party hereby shall be exercisable without the payment of any royalty, fee, charge or any other compensation to the Debtor or any other party. Such license and rights shall include reasonable access to all records in which any of the licensed items may be recorded or stored. Such license and rights shall be absolute and unconditional to the extent used for the purpose stated above.

7. *Supplements; Further Assurances.* The Debtor (i) agrees that it will join with the Secured Party in executing and, at the Debtor's own expense, file and refile, or permit the Secured Party to file and refile, such financing statements, continuation statements and other instruments and documents (including, without limitation, this Agreement) in such offices within the United States (including, without limitation, the United States Patent and Trademark Office) as the Secured Party may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Secured Party hereunder and (ii) hereby authorizes the Secured Party to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of the Debtor where permitted by law and (iii) agrees to do such further acts and things, and to execute and deliver to the Secured Party such additional instruments and documents, as the Secured Party may reasonably require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Secured Party its respective rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of the Debtor. Any costs of the foregoing incurred by the Secured Party shall be payable by the Debtor within fifteen (15) days after written demand, together with interest thereon from the date of incurrence at a rate per annum equal to the Default Rate then applicable under the Note until so paid, and shall constitute additional Secured Obligations hereunder.

8. *The Secured Party May Perform.* If the Debtor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party (including the fees and expenses of its counsel) so incurred in connection therewith shall be payable by the Debtor under Section 13 hereof.

9. *Defaults and Remedies.*

(a) The occurrence of any defined event of default under either the Credit Agreement or the Reimbursement Agreement shall constitute an "Event of Default" under this Agreement.

(b) Upon the occurrence and during the continuation of any Event of Default hereunder, the Secured Party shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of California and any successor statute(s) thereto (regardless of whether such Uniform Commercial Code is the law of the jurisdiction where the rights or remedies are asserted and regardless of

TRADEMARK
REEL: 004197 FRAME: 0325

whether such Uniform Commercial Code applies to the affected Collateral), and further the Secured Party may, without demand and without advertisement, notice, hearing or process of law, all of which the Debtor hereby waives, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Secured Party deems advisable, in its sole discretion. In addition to all other sums due the Secured Party hereunder, the Debtor shall pay the Secured Party all costs and expenses incurred by the Secured Party (including attorneys' fees and court costs) in obtaining, liquidating or enforcing payment of the Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against the Secured Party or the Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code, as amended (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtor in accordance with Section 15(b) hereof at least ten (10) days before the time of sale or other event giving rise to the requirement of such notice; *however,* no notification need be given to the Debtor if the Debtor has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Secured Party shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Secured Party may be the purchaser at any such sale. The Debtor hereby waives all of its rights of redemption from any such sale. Subject to the provisions of applicable law, the Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Secured Party may further postpone such sale by announcement made at such time and place.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default hereunder, the Secured Party may, to the full extent permitted by applicable law, with ten (10) days' prior written notice to the Debtor, and without advertisement, notice, hearing or process of law of any other kind, all of which the Debtor hereby waives, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or granted a license to use any or all of the Collateral or any part hereof, in each case free of all rights and claims of the Debtor therein and thereto. In that connection, the Secured Party shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Secured Party or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Secured Party may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

(d) In the event the Secured Party shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Secured Party, then and in every such case the Debtor and the

TRADEMARK
REEL: 004197 FRAME: 0326

Secured Party shall be restored to their respective former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Secured Party, shall continue as if no such proceeding had been instituted.

(e) Failure by the Secured Party to exercise any right, remedy or option under this Agreement or any other agreement between the Debtor and the Secured Party or provided by law, or delay by the Secured Party in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. For purposes of this Agreement, an Event of Default shall be construed as continuing after its occurrence until the same is waived in writing by the Secured Party. Neither the Secured Party nor any party acting as attorney for the Secured Party, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of the Secured Party under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Secured Party may have.

10. *The Secured Party Appointed Attorney-in-Fact.* The Debtor hereby irrevocably appoints the Secured Party, its nominee, or any other person whom the Secured Party may designate as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, the Secured Party or otherwise, upon the occurrence and during the continuance of any Event of Default hereunder, or if the Debtor fails to perform any agreement contained herein, then to the extent necessary to enable the Secured Party to perform such agreement itself, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to prosecute diligently any patent or trademark or any application for Patents or Trademarks pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been fully paid and satisfied and the commitments, if any, of the Secured Party to extend credit to or for the account of the Debtor shall have terminated, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to do all other acts reasonably necessary or desirable to preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which the Secured Party may deem reasonably necessary or desirable to enforce the rights of the Secured Party with respect to any of the Collateral. The Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Secured Party nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Secured Obligations have been fully paid and satisfied and the commitments, if any, of the Secured Party to extend credit to or for the account of the Debtor have terminated.

11. *Application of Proceeds.* The proceeds and avails of the Collateral at any time received by the Secured Party upon the occurrence and during the continuation of any Event of Default hereunder, including, without limitation, the proceeds of any sale made under or by virtue of the provisions of Section 9 of this Agreement, shall, when received by the Secured

TRADEMARK
REEL: 004197 FRAME: 0327

Party in cash or its equivalent, be applied by the Secured Party in reduction of the Secured Obligations as follows:

(a) First, to the payment and satisfaction of all sums paid and costs and expenses incurred by the Secured Party hereunder or otherwise in connection herewith, including such monies paid or incurred in connection with protecting, preserving or realizing upon the Collateral or enforcing any of the terms hereof, including reasonable attorneys' fees and court costs, together with any interest thereon (but without preference or priority of principal over interest or of interest over principal), to the extent the Secured Party is not reimbursed therefor by the Debtor; and

(b) Second, to the payment and satisfaction of the remaining Secured Obligations, whether or not then due (in whatever order the Secured Party elects) both for interest and principal.

The Debtor shall remain liable to the Secured Party for any deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Debtor or to whomsoever the Secured Party reasonably determines is lawfully entitled thereto.

12. *Indemnification; Litigation.* (a) The Debtor hereby indemnifies the Secured Party for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Secured Party in any way relating to or arising out of, directly or indirectly, the manufacture, use or sale of products or processes utilizing or embodying any Collateral or any transactions contemplated hereby or any enforcement of the terms hereof; *provided, however,* that the Debtor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Secured Party.

(b) The Debtor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Collateral, suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. To the extent required by Section 5(b)(ii), the Debtor shall promptly notify the Secured Party in writing as to the commencement and prosecution of any such actions, or threat thereof, relating to the Collateral and shall provide to the Secured Party such information with respect thereto as may be reasonably requested. The Secured Party shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. The Debtor shall indemnify and hold harmless the Secured Party for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, expenses or disbursements (including reasonable attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Secured Party in connection with or in any way arising out of such suits, proceedings or other actions; *provided, however,* that the Debtor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Secured Party.

TRADEMARK
REEL: 004197 FRAME: 0328

(c) Upon the occurrence and during the continuation of any Event of Default hereunder, the Secured Party shall have the right, but shall in no way be obligated, to file applications for protection of the Collateral or bring suit in the name of the Debtor or the Secured Party to enforce the Collateral. In the event of such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party, as the case may be, for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Section. In the event that the Secured Party shall elect not to bring suit to enforce the Collateral, the Debtor agrees, to the extent required by Section 5, to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement.

13. *Expenses*. The Debtor will, within fifteen (15) days after written demand (with respect to the costs and expenses referred to in clause (i)) or immediately upon demand (with respect to the costs and expenses referred to in clauses (ii), (iii) and (iv)), pay to the Secured Party the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and the fees and expenses of any experts and agents, which the Secured Party may incur in connection with (i) the enforcement and administration of this Agreement (including, without limitation, the filing or recording of any documents), (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder or (iv) the failure by the Debtor to perform or observe any of the provisions hereof. All amounts payable by the Debtor under this Section shall bear interest from the date incurred by the Secured Party at a rate per annum equal to the Default Rate then applicable under the Note until so paid. All amounts so payable, together with such interest thereon, shall be part of the Secured Obligations. The Debtor's obligations under this Section shall survive the termination of this Agreement and the discharge of the Debtor's other obligations hereunder.

14. *Termination and Release*. This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations, both for principal and interest, have been fully paid and satisfied and the commitments, if any, of the Secured Party to extend credit to or for the account of the Debtor shall have terminated. Upon such termination of this Agreement, the Secured Party shall, upon the request and at the expense of the Debtor, forthwith assign, transfer and deliver, against receipt and without recourse to the Secured Party, such of the Collateral as may then be in the possession of the Secured Party and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Debtor. Said assignment, transfer and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office by which the Secured Party shall terminate, release and without representation, recourse or warranty, reassign to the Debtor all rights in each Patent, Patent License, Trademark and Trademark License, including each registration thereof and application therefor, conveyed and transferred to the Secured Party pursuant to this Agreement.

TRADEMARK
REEL: 004197 FRAME: 0329

15. *Miscellaneous*. (a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Debtor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its permitted successors and assigns; *provided, however,* that the Debtor may not assign its rights or delegate its duties hereunder without the Secured Party's prior written consent. The Debtor hereby releases the Secured Party from any liability for any act or omission relating to the Collateral or this Agreement, except the Secured Party's gross negligence or willful misconduct.

(b) Except as otherwise specified herein, all communications hereunder shall be in writing (including cable, telecopy and telex) and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with Section 8.3 of the Credit Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provision hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(d) This Agreement shall be deemed to have been made in the State of California and shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of California. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(e) The Debtor hereby submits to the non-exclusive jurisdiction of the United States District Court for the Northern District of California and of any California state court sitting in the City of San Francisco for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Debtor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient form. THE DEBTOR AND THE SECURED PARTY EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRAIL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each constituting an original, but all together one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

TRADEMARK
REEL: 004197 FRAME: 0330

IN WITNESS WHEREOF, this Agreement has been duly executed as of April 30, 2010.

LIFECORE BIOMEDICAL, LLC

By: _____

Name: Dennis J. Allingham

Title: President and Chief Executive Officer

TRADEMARK
REEL: 004197 FRAME: 0331

SCHEDULE A-1
TO SECURITY AGREEMENT
RE: PATENTS AND TRADEMARKS

U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS

PATENTS						
Patent	**Country**	**Application No.**	**Patent No.**	**Status**	**First Filing Date**	**Patent Filing Date**
Stress Urinary Incontinence Treatment	USA	12/647,900	N/A	Filed	12/31/08	12/28/09

SCHEDULE A-2

TO SECURITY AGREEMENT

RE: PATENTS AND TRADEMARKS

PATENT LICENSES

U.S. PATENT NUMBER	DATE ISSUED	LICENSE AGREEMENT

SCHEDULE B-1
TO SECURITY AGREEMENT
RE: PATENTS AND TRADEMARKS

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

TRADEMARKS

Mark	Country	Registration No.	Ser./App. No.	Filing Date	Reg. Date	Owner
CORGEL	United States	N/A	77/941,177	2/22/2010	N/A	Lifecore Biomedical, LLC
CORGEL	United States	N/A	77/941,188	2/22/2010	N/A	Lifecore Biomedical, LLC
LIFECORE	Canada	TMA453046	752496	4/18/1994	1/26/1996	Lifecore Biomedical, LLC
LIFECORE	Switzerland	509967	50297/2003	2/3/2003	5/19/2003	Lifecore Biomedical, LLC
LIFECORE	Chile	666146	596830	2/3/2003	5/30/2003	Lifecore Biomedical, LLC
LIFECORE	European Community	3029386	3029386	1/30/2003	5/26/2005	Lifecore Biomedical, LLC
LIFECORE	France	94517173	94517173	4/25/1994	10/14/1994	Lifecore Biomedical, LLC
LIFECORE	Italy	1094218	RM2004C001982	5/16/1994	10/7/1996	Lifecore Biomedical, LLC
LIFECORE	Japan	4715001	2003-026739	4/3/2003	10/3/2003	Lifecore Biomedical, LLC
LIFECORE	United States	1,488,016	73/647,089	3/2/1987	5/17/1988	Lifecore Biomedical, LLC
LIFECORE	United States	2,939,113	76/489,693	2/14/2003	4/12/2005	Lifecore Biomedical, LLC
LIFECORE	United States	2,962,775	76/489,697	2/14/2003	6/21/2005	Lifecore Biomedical, LLC
LIFECORE	United States	2,800,097	76/489,694	2/14/2003	12/30/2003	Lifecore Biomedical, LLC
LUROCOAT	Argentina	N/A	2914927	5/14/2009	N/A	Lifecore Biomedical, LLC
LUROCOAT	United States	1,668,206	74/113,041	11/5/1990	12/17/1991	Lifecore Biomedical, LLC
ORTHOLURE	China P.R.	4907915	4907915	9/21/2005	9/14/2008	Lifecore Biomedical, LLC

ORTHOLURE	China P.R.	4509834	4509834	2/21/2005	7/14/2008	Lifecore Biomedical, LLC
ORTHOLURE	India	1338499	1338499	2/14/2005	7/19/2007	Lifecore Biomedical, LLC
ORTHOLURE	Taiwan	1172894	094006324	2/5/2005	9/16/2005	Lifecore Biomedical, LLC
ORTHOLURE (in Chinese Characters)	China P.R.	4907914	4907914	9/21/2005	2/14/2009	Lifecore Biomedical, LLC
ORTHOLURE (in Chinese Characters)	China P.R.	4907913	4907913	9/21/2005	9/14/2008	Lifecore Biomedical, LLC
PURPOSEFUL INNOVATION	United States	3,350,241	78/893,435	5/25/2006	12/4/2007	Lifecore Biomedical, LLC
PURPOSEFUL INNOVATION	United States	3,433,238	78/893,439	5/25/2006	5/20/2008	Lifecore Biomedical, LLC
PURPOSEFUL INNOVATION	United States	3,341,980	78/893,444	5/25/2006	11/20/2007	Lifecore Biomedical, LLC
RESTOR	Korea South	743138	14233/2007	3/15/2007	4/8/2008	Lifecore Biomedical, LLC
REVITALURE	European Community	6233316	6233316	8/27/2007	8/7/2008	Lifecore Biomedical, LLC

SCHEDULE B-2
TO SECURITY AGREEMENT

RE: PATENTS AND TRADEMARKS

TRADEMARK LICENSES