

06-22-2010



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To the Director of the U. S. Patent

and documents or the new address(es) below.

01/21/10

1. Name of conveying party(ies):

WM. G. Roe & Sons, Inc.

- Individual(s)
- General Partnership
- Corporation- State: FLORIDA
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MAY 20, 2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: RIDGESTONE BANK

Internal

Address: \_\_\_\_\_

Street Address: 13925 WEST NORTH AVENUE

City: BROOKFIELD

State: WISCONSIN

Country: USA Zip: 53005

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application numbers or registration numbers, and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

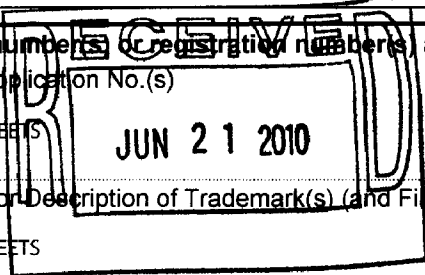
SEE ADDITIONAL SHEETS

SEE ADDITIONAL SHEETS

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ADDITIONAL SHEETS



5. Name & address of party to whom correspondence concerning document should be mailed:

Name: KRISTOPHER L. GOTZMER

Internal Address: \_\_\_\_\_

Street Address: 1150 WASHINGTON STREET, SUITE 101

City: GRAFTON

State: WISCONSIN Zip: 53024

Phone Number: (262) 672-6012

Fax Number: (262) 923-1002

Email Address: KL@ALSBUSINESSLAW.COM

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

06/21/2010 MIAMI 00000042 3694271  
 Deposit Account Number \_\_\_\_\_ 40.00  
 Authorized User Name \_\_\_\_\_ 350.00

9. Signature:

Signature

MAY 25, 2010

Date

KRISTOPHER L. GOTZMER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RECORDATION FORM COVER SHEET (CONT.)**

**Item 1. Name of Conveying Parties:**

Blue Lake Citrus Products, LLC

Limited Liability Company – State: Florida

**TRADEMARK**

**REEL: 004229 FRAME: 0952**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

| <i>Registered Owner of Trademark or Servicemark</i> | <i>MARK</i>  | <i>COUNTRY</i> | <i>SERIAL NO.</i> | <i>REGISTRATION NO.</i> | <i>REGISTRATION DATE (FILING DATE)</i> | <i>Att'y Docket No.</i> |
|---|--|----------------|-------------------|-------------------------|--|-------------------------|
| WM. G. Roe & Sons, Inc.                             | RED DEER   | USA            | 78882469          | 3694271                 |  |                         |
| WM. G. Roe & Sons, Inc.                             | TITAN  | USA            | 77927973          |                         |  |                         |
| WM. G. Roe & Sons, Inc.                             | FLORIDA STARBURST<br>PUMMELO RECIPES<br>ON-LINE<br>WWW.NOBLECITRUS.COM 3129 ON THE INSIDE RED, SWEET AND JUICY LESS ACIDIC THAN GRAPEFRUIT HEALTHY HIGH IN: ANTIOXIDANTS VITAMIN C FOLIC ACID HOW TO SELECT YELLOW=RIPE HEAVY=JUICY FIRM=FRESH PREPARATION EAT LIKE A GRAPEFRUIT PEEL AND SECTION CRUMBLE SECTIONS | USA            | 77613732          | 3638928                 |  |                         |
| WM. G. Roe & Sons, Inc.                             |  |                | 77613698          | 3638923                 |  |                         |

|                                |                                |     |          |  |         |  |  |  |
|--------------------------------|--------------------------------|-----|----------|--|---------|--|--|--|
|                                | OVER A SALAD                   |     |          |  |         |  |  |  |
| WM. G. Roe & Sons, Inc.        | GO HEALTHY SNACK               | USA | 77191670 |  | 3377765 |  |  |  |
| WM. G. Roe & Sons, Inc.        | TRUBLU BRAND                   | USA | 71177410 |  | 173710  |  |  |  |
| WM. G. Roe & Sons, Inc.        | TRUBLU                         | USA | 71177409 |  | 172065  |  |  |  |
| WM. G. Roe & Sons, Inc.        | NOBLE                          | USA | 71195912 |  | 188274  |  |  |  |
| WM. G. Roe & Sons, Inc.        | RED DEER BRAND                 | USA | 71177408 |  | 177883  |  |  |  |
| Blue Lake Citrus Products, LLC | NOBLE ORGANIC                  | USA | 78954249 |  | 3703672 |  |  |  |
| Blue Lake Citrus Products, LLC | BLUE LAKE                      | USA | 78954215 |  |         |  |  |  |
| Blue Lake Citrus Products, LLC | BLUE LAKE ORGANIC              | USA | 78954232 |  |         |  |  |  |
| Blue Lake Citrus Products, LLC | E BOTTLE                       | USA | 77730718 |  | 3718448 |  |  |  |
| Blue Lake Citrus Products, LLC | HEALTHY NEVER TASTED SO GOOD   | USA | 77177915 |  |         |  |  |  |
| Blue Lake Citrus Products, LLC | HEALTHY NEVER TASTED THIS GOOD | USA | 77177904 |  | 3470378 |  |  |  |



# TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement") made as of this May 20, 2010 by WM. G. ROE & SONS, INC., a Florida corporation, K & R EQUIPMENT REPAIR, INC., a Florida corporation, and BLUE LAKE CITRUS PRODUCTS, LLC, a Florida limited liability company (each, a "Grantor," and together, the "Grantors"), in favor of RIDGESTONE BANK, a Wisconsin banking corporation ("Lender").

## WITNESSETH

WHEREAS, Grantors and Lender are parties to a Loan Agreement dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lender;

WHEREAS, pursuant to a Security Agreement of even date herewith each Grantor has granted to Lender a security interest in certain of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors and guarantors under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement and Collateral Documents. The Loan Agreement and the Collateral Documents, as applicable, and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement or the Collateral Documents, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement and the Collateral Documents, as applicable, each Grantor hereby grants Lender, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents (other than Permitted Encumbrances) without prior written consent of Lender; provided that a Grantor may sell or discontinue use of any Trademark or Patent without prior written consent of Lender if such Grantor determines that such Trademark or Patent is of negligible economic value to such Grantor.

TRADEMARK

REEL: 004229 FRAME: 0956

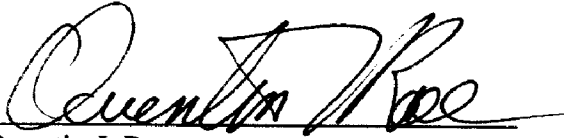
4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

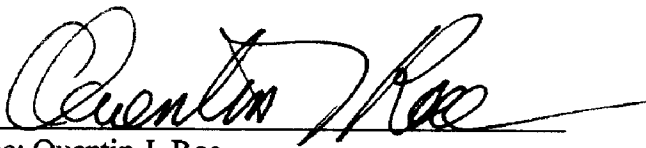
*[Signature Pages Follow]*

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

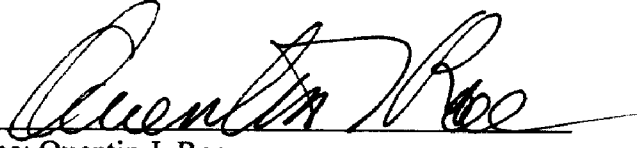
WM. G. ROE & SONS, INC., a Florida corporation

By:   
Name: Quentin J. Roe  
Title: President

K & R EQUIPMENT REPAIR, INC., a Florida corporation


By:   
Name: Quentin J. Roe  
Title: President

BLUE LAKE CITRUS PRODUCTS, LLC, a Florida limited liability company

By:   
Name: Quentin J. Roe  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**RIDGESTONE BANK**, a Wisconsin banking corporation

By:   
Name: Jessie L. Hagen  
Title: Vice President

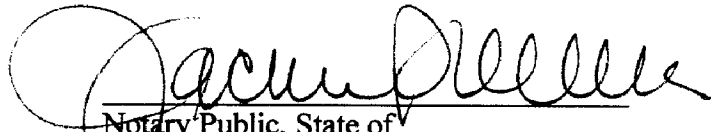
*[Signature Page to Trademark and Patent Security Agreement]*



**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF   POLK          )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 13<sup>th</sup> day of May, 2010, personally appeared Quentin J. Roe, to me known personally, and who, being by me duly sworn, deposes and says that he is the President of WM. G. Roe & Sons, Inc., the President of K & R Equipment Repair, Inc., and the Chief Executive Officer of Blue Lake Citrus Products, LLC, and that said instrument was signed and sealed on behalf of said entities by authority of their directors or members, as applicable, and the undersigned acknowledged said instrument to be the free act and deed of said entities.

  
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission: \_\_\_\_\_



*[Acknowledgement to Trademark and Patent Security Agreement]*

## POWER OF ATTORNEY

WM. G. ROE & SONS, INC., a Florida corporation, K & R EQUIPMENT REPAIR, INC., a Florida corporation, and BLUE LAKE CITRUS PRODUCTS, LLC, a Florida limited liability company (each, a "Grantor," and together, the "Grantors"), hereby authorize RIDGESTONE BANK, its successors and assigns, and any officer or agent thereof (collectively, "Lender"), during the continuance of an Event of Default (as defined in the Loan Agreement dated as of May \_\_, 2010, between Grantors and Lender, as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement") as the true and lawful attorney-in-fact of Grantors, or any of them, with the power to endorse the name of Grantors, or any of them, on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Lender dated as of May \_\_, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of any Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors, or any of them, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantors, or any of them, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Loan Documents.

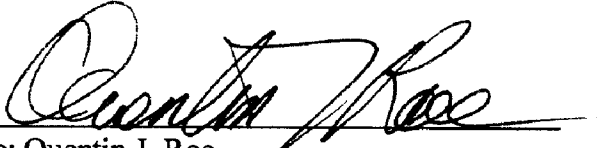
This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.


WM. G. ROE & SONS, INC., a Florida corporation

By:   
Name: Quentin J. Roe  
Title: President

K & R EQUIPMENT REPAIR, INC., a Florida corporation

By:   
Name: Quentin J. Roe  
Title: President


BLUE LAKE CITRUS PRODUCTS, LLC, a Florida limited liability company

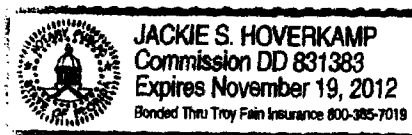
By:   
Name: Quentin J. Roe  
Title: Chief Executive Officer

*[Signature Page to Power Of Attorney to Trademark and Patent Security Agreement]*

**COMPANY ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 13<sup>th</sup> day of May, 2010, personally appeared Quentin J. Roe, to me known personally, and who, being by me duly sworn, deposes and says that he is the President of WM. G. Roe & Sons, Inc., the President of K & R Equipment Repair, Inc., and the Chief Executive Officer of Blue Lake Citrus Products, LLC, and that said instrument was signed and sealed on behalf of said entities by authority of their directors or members, as applicable, and the undersigned acknowledged said instrument to be the free act and deed of said entities.

  
Notary Public, State of \_\_\_\_\_  
My commission: \_\_\_\_\_



*[Acknowledgement to Power Of Attorney to Trademark and Patent Security Agreement]*