

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
The Scoular Company		10/27/2010	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	201 Third Street		
Internal Address:	Agency Services		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2922143	IFI INDUSTRIAL FOOD INGREDIENTS	
Registration Number:	2928536	SCOULAR	
Registration Number:	2892857	TSC CONTAINER FREIGHT	
Registration Number:	3725054	TSC CONTAINER FREIGHT A BUSINESS OF THE SCOULAR COMPANY	
Registration Number:	3050320	TSC CONTAINER FREIGHT	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-766-6911		
Email:	scarlson@faegre.com		
Correspondent Name:	Susan Carlson		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$140.00 2922143

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	10/27/2010
Total Attachments: 5 source=Scoular - Trademark Security Agreement#page1.tif source=Scoular - Trademark Security Agreement#page2.tif source=Scoular - Trademark Security Agreement#page3.tif source=Scoular - Trademark Security Agreement#page4.tif source=Scoular - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Agreement is made as of October 27, 2010 by and among The Scoular Company, a Nebraska corporation (the “**Debtor**”), and Wells Fargo Bank, National Association, a national banking association, for itself and as administrative agent (in such capacity, the “**Secured Party**”) for the Lender Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such agreement, the “**Credit Agreement**”) dated October 27, 2010 among the Debtor, the several banks and other financial institutions from time to time party thereto as lenders and the Secured Party, the Lenders and certain other Lender Parties have agreed to make advances to and issue letters of credit for the account of the Debtor.

As a condition to extending credit under the Credit Agreement, the Lenders required the execution and delivery by the Debtor of a Security Agreement (together with all amendments, modifications and restatements of such Agreement, the “**Security Agreement**”) dated October 27, 2010, pursuant to which the Debtor grants the Secured Party a security interest in certain of the Debtor’s personal property.

Pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Specified Trademark**” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

“**Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing;

provided, however, that “**Trademark Collateral**” shall not, in any event, include Excluded Property.

2. Grant of Security Interest.

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Trademark Collateral.

3. Representations and Warranties.

The Debtor represents and warrants that the Debtor owns each of the Specified Trademarks, free and clear of any Lien other than Permitted Liens.

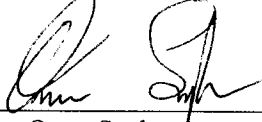
4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

Signature pages follow

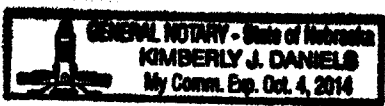
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

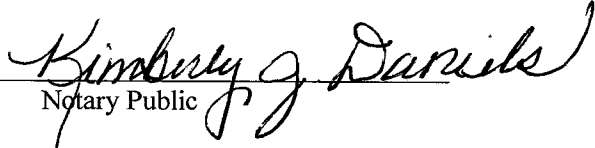
THE SCOULAR COMPANY

By 
Name: Omer Sagheer
Title: Vice President

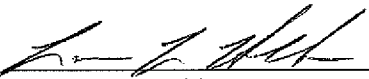
STATE OF Nebraska)
COUNTY OF Douglas }

The foregoing instrument was acknowledged before me this 21 day of October, 2010 by Omer Sagheer, the Vice President of The Scoular Company, a Nebraska corporation, on behalf of the corporation.




Notary Public

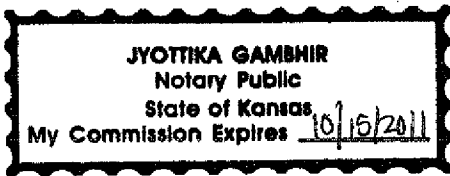
WELLS FARGO BANK, NATIONAL
ASSOCIATION, for itself and as
administrative agent

By 
Name: Lance L. Holden
Title: Senior Vice President

STATE OF Kansas)
)
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 25 day of October, 2010 by Lance L. Holden, the Senior Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.


Notary Public



TRADEMARKS AND TRADEMARK APPLICATIONS**United States – Federal**

Trademark Serial Number	Trademark Registration Number	Date of Filing	Date of Registration
76538383	2922143	7/28/03	2/1/05
76538382	2928536	7/28/03	3/1/05
76538381	2892857	8/18/03	10/12/04
77733588	3725054	5/11/09	12/15/09
78546528	3050320	1/12/05	1/24/06

Foreign

Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Mexico		615,391		
Mexico		661,721		