

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademark Rights - Term Loan	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DeBruce Grain, Inc.		12/31/2010	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3113682	DB G DEBRUCE GRAIN INC.	
Registration Number:	3031548	DEBRUCE	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	008275/0076		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/ml/		

OP \$65.00 3113682

Date:

01/13/2011

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 31, 2010 is made by DeBruce Grain, Inc., a Missouri corporation (the "Grantor"), in favor of JP Morgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among THE GAVILON GROUP, LLC, a Delaware limited liability company, GAVILON INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Lenders, BNP PARIBAS, as Syndication Agent, BANK OF AMERICA, N.A. and MORGAN STANLEY SENIOR FUNDING, INC., as Co-Documentation Agents, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain affiliates of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 6, 2010, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain affiliates of the Grantor have executed and delivered an assumption agreement (the "Assumption Agreement") with respect to the Guarantee and Collateral Agreement, pursuant to which the Grantor became party to the Guarantee and Collateral Agreement as a grantor thereunder;

WHEREAS, pursuant to the Assumption Agreement and the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the other Secured Parties to secure payment, performance and observance of the Obligations; provided, however, that notwithstanding any of the other provisions set forth in this Agreement, this Agreement shall not constitute a grant of a security interest in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of itself and the other Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

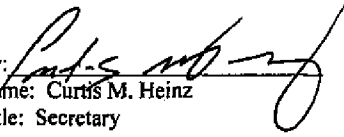
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DEBRUCE GRAIN, INC.

By: 
Name: Curtis M. Heinz
Title: Secretary

[TM Security Agreement – Term Loan]

ACKNOWLEDGMENT OF GRANTOR

STATE OF *Missouri*)
) ss
COUNTY OF *Clay*)

On the *21st* day of December, 2010, before me personally came *Curtis M. Heinz*, who is personally known to me to be the *Secretary* of Grantor; who, being duly sworn, did depose and say that ~~she~~ he is the *Secretary* in such company, the company described in and which executed the foregoing instrument; that she/he duly executed and delivered said instrument; and that she/he acknowledged said instrument to be the free act and deed of said company.

BECKY L. BRYAN
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Comm. Expires: July 22, 2012
Commission # 08524572

Becky L. Bryan
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[TM Security Agreement – Term Loan]

SCHEDULE A

TRADEMARKS / SERVICE MARK REGISTRATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Owner / Grantor</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Date Registered</u>
DB G DEBRUCE GRAIN (and design)	United States	DeBruce Grain, Inc.	78/405,940	4/21/2004	3,113,682	7/11/2006
DEBRUCE	United States	DeBruce Grain, Inc.	78/406,199	4/22/2004	3,031,548	12/20/2005