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D:SHEILA VICTOR FOR REBECCA FEINBERG, ESQ. COMPANY:STRADLEY RONON STEVENS &

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/28/2011
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment and Modification to Intellectual Property Security Agreement and Trademark Security Agreement entered into as of April 18, 2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Mushroom Farms, Inc.		04/20/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB		
Street Address:	111 South Calvert Street		
Internal Address:	Harbor Place Tower, Suite 2620		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Federally Chartered Savings Bank; United States of America		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3760718	MODERN FARMS	
CORRESPONDENCE DATA			
Fax Number:	(215)564-8120		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215-564-8602		
Email:	svictor@stradley.com		
Correspondent Name:	Sheila Victor for Rebecca Feinberg, Esq.		
Address Line 1:	Stradley Ronon Stevens & Young, LLP		
Address Line 2:	2005 Market Street, Suite 2600		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	163420-0027		
NAME OF SUBMITTER:	Sheila Victor		
Signature:	/Sheila Victor/		

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Date:

04/28/2011

Total Attachments: 7

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**FIRST AMENDMENT AND MODIFICATION TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT AND TRADEMARK SECURITY AGREEMENT**

This **FIRST AMENDMENT AND MODIFICATION TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND TRADEMARK SECURITY AGREEMENT** (this "**Modification Agreement**") is made and entered into as of April 18, 2011, by and between **MODERN MUSHROOM FARMS, INC.**, a corporation formed under the laws of the Commonwealth of Pennsylvania with an address of P.O. Box 340, Avondale, Pennsylvania 19311 ("**Company**") and **WILMINGTON TRUST FSB**, a federally chartered savings bank, as Administrative Agent (in such capacity, "**Administrative Agent**") for the Secured Creditors (as defined in the Credit Agreement identified below) and all successor Administrative Agents and assigns (Administrative Agent and all successor Administrative Agents, and assigns, the "**Bank**").

BACKGROUND

A. Reference is made to that certain Credit Agreement dated November 29, 2007, by and among Company, Modern Soils, Inc., a Pennsylvania corporation ("**Modern Soils**"), C and C Carriage Mushroom Co., a Pennsylvania corporation ("**C and C**") and together with Company and Modern Soils, collectively, the "**Borrowers**," and each a "**Borrower**"), Bank and the lenders from time to time a party thereto (collectively, the "**Lenders**" and each a "**Lender**") (as amended by that certain First Amendment to Credit Agreement dated June 25, 2009, that certain Second Amendment to Credit Agreement dated October 7, 2009, that certain Third Amendment to Credit Agreement dated June 22, 2010 and as the same may be further amended, modified, supplemented, extended and/or renewed, the "**Credit Agreement**").

B. Bank, the Borrowers and the other Lenders, *inter alia*, are entering into a certain Forbearance Agreement dated as of the date hereof (as the same may be further amended, restated, modified, supplemented, extended and/or renewed, the "**Forbearance Agreement**").

C. The Credit Agreement, and the Borrowers' joint and several obligations thereunder, are secured by, *inter alia*, an Intellectual Property Security Agreement dated November 29, 2007, from Company in favor of Bank (as amended, modified, extended and/or supplemented from time to time, the "**IP Security Agreement**") and a Security Agreement Trademarks dated November 29, 2007, from Company in favor of Bank (as amended, modified, extended and/or supplemented from time to time, the "**Trademark Security Agreement**"). The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 30, 2007, at Docket Number 163420-0027, Reel/Frame 003670/0218. Capitalized terms used in this Modification Agreement and not otherwise defined shall have the meaning given thereto in the IP Security Agreement.

NOW, THEREFORE, in order to induce Bank and the other Lenders to enter into the Forbearance Agreement and for other good and valuable consideration, including, without limitation, the benefits which will accrue to the Borrowers from the foregoing, the parties, intending to be legally bound, hereby agree as follows:

1. **Obligations.** All references in the IP Security Agreement to the "**Obligations**" shall include, without limitation, all obligations of Company to Bank or any other Secured Creditor under the Forbearance Agreement.

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J:SHEILA VICTOR FOR REBECCA FEINBERG, ESQ. COMPANY:STRADLEY RONON STEVENS &

2. **Supplements to Schedules. Exhibit "A"** to the IP Security Agreement and **Schedule A** to the Trademark Security Agreement are hereby amended to include the trademark listed on **Exhibit "A"** attached hereto (the "Additional Trademarks") and all references in the Credit Agreement, the IP Security Agreement and the Trademark Security Agreement to the "Collateral" and/or the "Trademarks" shall be deemed to include, without limitation, the Additional Trademarks.

3. **Notice of Abandoned Trademark.** Company has informed Administrative Agent that the following trademark is no longer used by the Company and has been abandoned: "MODERN MUSHROOM," Registration No. 2,869,826, registered on August 3, 2004, for goods described as fresh, raw and unprocessed mushrooms, in international class 031.

4. **Amendment/References.** The IP Security Agreement and Trademark Security Agreement are hereby amended to be consistent with the terms of this Modification Agreement. All references in the IP Security Agreement to the "Agreement" and/or the "Security Agreement", shall mean the "Agreement" and/or the "Security Agreement" as amended hereby. All references in the Credit Agreement and the Loan Documents to the "Intellectual Property Security Agreement" shall mean the Intellectual Property Security Agreement as amended hereby.

5. **Modification.** This Modification Agreement shall be deemed a modification of the IP Security Agreement and the Trademark Security Agreement to the extent inconsistent with the IP Security Agreement or the Trademark Security Agreement and no other changes or modifications in or to the IP Security Agreement and the Trademark Security Agreement, except as specifically set forth herein, are intended or implied, and in all other respects, the IP Security Agreement and the Trademark Security Agreement are hereby specifically ratified, reaffirmed and confirmed by the parties hereto. Nothing in Modification Agreement is intended or shall be construed to affect or impair the lien priority of the IP Security Agreement and the Trademark Security Agreement. Subject to the foregoing, all of the terms, conditions, covenants and provisions of the IP Security Agreement and the Trademark Security Agreement are ratified and confirmed and shall remain in full force and effect.

6. **Binding Effect.** This Modification Agreement, upon due execution hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Modification Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

8. **Severability.** The provisions of this Modification Agreement are deemed to be severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

9. **Counterparts.** This Modification Agreement may be executed in any number of counterparts, each of which shall constitute an original and, when taken together, shall constitute one and the same document.

[Signatures appear on following page]

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D:SHEILA VICTOR FOR REBECCA FEINBERG, ESQ. COMPANY:STRADLEY RONON STEVENS &

IN WITNESS WHEREOF, Company and Bank have executed or caused
Modification Agreement to be executed on the date first above written.

MODERN MUSHROOM FARMS, INC.

By: 

Name: Charles J. Ciarracchi, Jr.

Title: President

WILMINGTON TRUST FSB

By: _____

Name: Kristen A. LaDow

Title: Vice President

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TO: SHEILA VICTOR FOR REBECCA FEINBERG, ESQ. COMPANY: STRADLEY RONON STEVENS &

IN WITNESS WHEREOF, Company and Bank have executed or caused
Modification Agreement to be executed on the date first above written.

MODERN MUSHROOM FARMS, INC.

By: _____
Name:
Title:

WILMINGTON TRUST FSB

By: Kristen J. LaDow, VP
Name: Kristen J. LaDow
Title: Vice President

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D:SHEILA VICTOR FOR REBECCA FEINBERG, ESQ. COMPANY:STRADLEY RONON STEVENS &

STATE OF Pennsylvania :
COUNTY OF Chester : ss.

On the 20th day of April, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles J. Cannocchia Sr., who acknowledged him/herself to be the President of MODERN MUSHROOM FARMS, INC., a Pennsylvania corporation, and that s/he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of MODERN MUSHROOM FARMS, INC.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Jacqueline Serrano-Lugo
Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jacqueline Serrano-Lugo, Notary Public
New Garden Township, Chester County
My Commission Expires April 01, 2015

STATE OF :
: ss.
COUNTY OF :

On the _____ day of _____, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kristen A. LaDow, who acknowledged herself to be a Vice President of WILMINGTON TRUST FSB, a federally chartered savings bank, and that s/he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of WILMINGTON TRUST FSB.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Notary Public

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STATE OF _____ :
 COUNTY OF _____ : ss.

On the _____ day of _____, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be the _____ of MODERN MUSHROOM FARMS, INC., a Pennsylvania corporation, and that s/he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of MODERN MUSHROOM FARMS, INC.


IN WITNESS HEREOF, I hereunto set my hand and official seal.

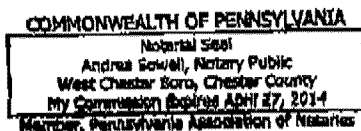
 Notary Public

STATE OF PA :
 COUNTY OF Chester : ss.

On the 21st day of April, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kristen A. LaDow, who acknowledged herself to be a Vice President of WILMINGTON TRUST FSB, a federally chartered savings bank, and that s/he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of WILMINGTON TRUST FSB.

IN WITNESS HEREOF, I hereunto set my hand and official seal.


 Notary Public



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EXHIBIT A

U.S. Registered Trademarks

"MODERN FARMS," Registration No. 3,760,718, registered on March 16, 2010, for goods described as processed mushrooms, in international class 029, and fresh, raw and unprocessed mushrooms, in international class 031.