

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
Roskam Baking Company		07/27/2012	CORPORATION: MICHIGAN
Processing Specialties, Inc.		07/27/2012	CORPORATION: MICHIGAN
Advanced Food Technologies, Inc.		07/27/2012	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	PNC Bank, Individually and as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center DDC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	85030148	RAPTOR
Serial Number:	77438696	SAMMIES
Serial Number:	77373251	
Serial Number:	77337480	WAVES
Registration Number:	3645122	TOASTER DONUTS
Serial Number:	77270572	TOASTER DOUGHNUTS
Registration Number:	3428781	GRANDPA'S OVEN
Registration Number:	3390284	GRANDPA'S OVEN SINCE 1923
Serial Number:	78579423	HEARTLETS
Serial Number:	76617157	
Serial Number:	76613377	LO CARB
Registration Number:	2943412	CROUTINIES

OP \$1090.00 85030148

Serial Number:	76519834	POTATO STUFFING
Registration Number:	3110820	STARR PUFFS
Registration Number:	2782026	RAPTOR
Registration Number:	2889583	MIDNIGHT STARR PUFF
Registration Number:	2889584	MIDNIGHT STARR
Registration Number:	2762356	SOUPTONS
Registration Number:	2667396	
Registration Number:	2698486	STARR PUFFS BAKERY
Serial Number:	76197204	STARR PUFF FACTORY
Registration Number:	2867126	STARR PUFFS
Registration Number:	2750784	SESAME TOAST
Registration Number:	2753526	POPPY TOAST
Registration Number:	2621928	TENDERKRUNCH
Registration Number:	2779837	RAPTOR SNACK MIX
Serial Number:	75622220	RAPTOR
Registration Number:	2300094	ROTHBURY
Registration Number:	2302225	GOOD THINGS FROM FRESH BREAD
Registration Number:	2335209	
Registration Number:	2742289	RAPTOR CEREAL
Registration Number:	2302220	ROTHBURY FARMS
Registration Number:	2300095	GOOD THINGS FROM FRESH BREAD
Registration Number:	2300096	
Registration Number:	2747484	POPPY TOAST
Registration Number:	2149863	COFFEEBREAD
Serial Number:	75097856	PEANUT BUTTER TOAST CRUNCH
Registration Number:	2064086	CRUNCHETTO
Registration Number:	1921102	EASY STUFF
Registration Number:	1917395	SESAME TOAST
Registration Number:	1219343	ROTHBURY FARMS
Registration Number:	0813535	HAV-AL-LU
Registration Number:	0707850	GUNNAR JOHN'S

CORRESPONDENCE DATA

Fax Number: 3132233598

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK
REEL: 004833 FRAME: 0439

Phone: 313-223-3117
Email: trademark@dickinsonwright.com
Correspondent Name: Fran-Marie Silveri
Address Line 1: 500 Woodward Avenue
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:

37890-26

NAME OF SUBMITTER:

Fran-Marie Silveri

Signature:

/Fran-Marie Silveri/

Date:

08/01/2012

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Security Agreement*") dated as of July 27, 2012, is made by **ROSKAM BAKING COMPANY**, a Michigan corporation ("*Roskam Baking*"), **ADVANCED FOOD TECHNOLOGIES, INC.**, a Michigan corporation ("*Advanced Food*"), and **PROCESSING SPECIALTIES, INC.**, a Michigan corporation ("*Processing Specialties*") (Roskam Baking, Advanced Food, and Processing Specialties are referred to each as "*Debtor*" and collectively as "*Debtors*"), in favor of **PNC BANK, NATIONAL ASSOCIATION** in its capacity as agent for itself and the other lenders ("*Lenders*") from time to time party to the Credit Agreement (the "*Secured Party*").

RECITALS

A. Debtors and each other Person that becomes a Borrower (each a "*Loan Party*" and collectively, the "*Loan Parties*") have entered into a Revolving Credit and Security Agreement dated on or about the same date as this Security Agreement (as amended, modified, or restated from time to time, the "*Credit Agreement*") with the Secured Party and Lenders.

B. Under the terms of the Credit Agreement, Debtors are required to grant to the Secured Party a security interest in and to the Collateral hereinafter described.

AGREEMENT

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors (intending to be legally bound) agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined have the same meanings as in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the prompt and complete satisfaction, payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by the Loan Parties to Secured Party and Lenders, including, without limitation, all of the "Obligations", as defined in the Credit Agreement (collectively, the "*Obligations*"), the Debtors hereby grant, assign and transfer to the Secured Party a first priority perfected security interest and lien with power of sale in and to any and all of each Debtor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "*Intellectual Property*"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in

clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “**Patent**” and, collectively, as the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “**Trademark**” and, collectively, as the “**Trademarks**”); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Debtor and any other party, whether any Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and any Debtor’s rights thereunder are referred to collectively as the “**Licenses**”); and

(iv) the goodwill of any Debtor’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by any Debtor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “**Trade Secrets**”).

3. Representations and Warranties. Debtors hereby represent and warrant to Secured Party, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof (subject to the disclosures in Schedule I of this Security Agreement):

(i) To the best of each Debtor's knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to any Debtor's business is valid and enforceable, and each Debtor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Debtors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by any Debtor not to sue third persons, except for any applicable Permitted Encumbrances;

(iv) Debtors have adopted, used and are currently using all of the Trademarks, and to the best of each Debtor's knowledge, each Debtor's use thereof does not infringe the intellectual property rights of any person or entity;

(v) No Debtor has any notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Each Debtor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer of each Debtor, and this Security Agreement is a legally valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) To the best of each Debtor's knowledge, no trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses, complete copies of which have been provided to Secured Party, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To each Debtor's best knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses; and

(ix) To the best knowledge of each Debtor, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of any Debtor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Each Debtor agrees that until all Obligations are satisfied and indefeasibly paid in full, no Debtor may, without the prior written consent of Secured Party, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of a Debtor's business), and each Debtor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Secured Party under this Security Agreement.

5. New Intellectual Property. Each Debtor hereby represents and warrants to Secured Party that the Intellectual Property listed on Exhibits A, B, and C, respectively, constitute all of the Intellectual Property (except with respect to Trade Secrets, unregistered copyrights, and goodwill) now owned by any Debtor and material to any Debtor's business. If, before all Obligations are satisfied in full, any Debtor (i) becomes aware of any existing Intellectual Property of which any Debtor has not previously informed Secured Party, (ii) obtains rights to any new patentable inventions or other Intellectual Property, or (iii) becomes entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Debtor must give to Secured Party prompt written notice thereof (except with respect to Trade Secrets and unregistered copyrights). Each Debtor hereby authorizes Secured Party to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Debtors' sole cost and expense). Upon Secured Party's reasonable request, each Debtor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Secured Party's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the indefeasible payment and performance in full of all Obligations. Each Debtor agrees that upon the occurrence and during the continuance of a Default or an Event of Default, the use by Secured Party of all Intellectual Property shall be worldwide and as extensive as the rights of any Debtor to use such Intellectual Property, and without any liability for royalties or other related charges from Secured Party to any Debtor. Upon the occurrence and during the continuance of any Default or Event of Default, each Debtor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Secured Party as assignee of such Debtor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Secured Party as assignee of such Debtor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Secured Party as assignee of such Debtor's

entire interest therein and in the goodwill of such Debtor's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Each Debtor acknowledges and agrees that this Security Agreement is intended to facilitate the exercise of rights and remedies under the Credit Agreement. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

8. Secured Party's Right to Inspect; Trademark Quality Control. Secured Party shall have the right, at any time and from time to time during normal business hours and before payment in full of all Obligations, to inspect any Debtor's premises and to examine any Debtor's books, records and operations, including, without limitation, any Debtor's quality control processes. Each Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of an officer of any Debtor certifying, on behalf of such Debtor, such Debtor's compliance with the foregoing. Upon the occurrence and during the continuance of a Default or an Event of Default, each Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by any Debtor under the Trademarks. The foregoing notwithstanding, unless and until a Default or an Event of Default shall have occurred, Secured Party agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to a Default or an Event of Default.

9. Release of Security Agreement. Upon the payment and performance in full of the Obligations, this Security Agreement shall terminate, and Secured Party shall execute and deliver any document reasonably requested by Debtors, at Debtors' sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Debtors to Secured Party hereunder.

10. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Debtors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Debtors on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate (as set forth in the Credit Agreement).

11. Duties of Each Debtor. Each Debtor shall have the duty to the extent commercially reasonable and in each Debtor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of any Debtor in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with any Debtor's obligations under this Section 11 shall be borne by Debtors. No Debtor may knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Secured Party except for Intellectual Property that such Debtor determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

12. Secured Party's Right to Sue. Upon the occurrence and during the continuance of a Default or an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Secured Party shall commence any such suit, Debtors shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Secured Party in aid of such enforcement and Debtors must promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Secured Party in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between any Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability only affects such clause or provision, or part thereof, in such jurisdiction, and does not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Intellectual Property, whether established hereby or by the

Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby authorizes Secured Party upon the occurrence and during the continuance of a Default or an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as each Debtor's true and lawful attorney-in-fact, with power to (i) endorse each Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Secured Party deems to be in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full.

17. Indemnification. Each Debtor hereby agrees to and shall defend, indemnify, save, and hold Secured Party and its officers, directors, employees, affiliates and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Secured Party because of its willful misconduct or gross negligence. The indemnification obligations of each Debtor provided hereby shall survive the termination of this Security Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon each Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Secured Party and Lenders, their successors, nominees and assigns; provided, however, no Debtor may assign this Security Agreement or any of such Debtor's obligations hereunder without the prior written consent of Secured Party.

19. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Michigan, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Further Assurances. Each Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security

Agreement and agreements set forth herein. Each Debtor acknowledges that a copy of this Security Agreement will be filed by the Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Debtors.

22. Survival of Representations. All representations and warranties of each Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Secured Party at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Debtors, each Debtor must take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Secured Party to collaterally assign any and all of each Debtor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Secured Party. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF MICHIGAN OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

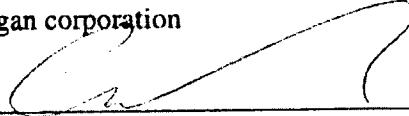
(b) **TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO SECURED PARTY, EACH DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH SECURED PARTY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. EACH DEBTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.**

DETROIT 37890-26 1250854v3

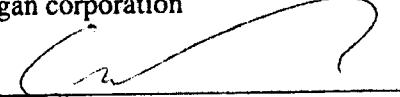
[Signature Page Follows]

IN WITNESS WHEREOF, Debtors have duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

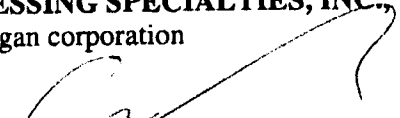
ROSKAM BAKING COMPANY,
a Michigan corporation

By: 
Cameron Owen Roskam, President

ADVANCED FOOD TECHNOLOGIES, INC.,
a Michigan corporation

By: 
Cameron Owen Roskam, President

PROCESSING SPECIALTIES, INC.,
a Michigan corporation

By: 
Cameron Owen Roskam, President

Agreed and Accepted
as of the date first above written

PNC BANK, NATIONAL ASSOCIATION

By: _____
Ben Pugliesi, Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004833 FRAME: 0449

IN WITNESS WHEREOF, Debtors have duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

ROSKAM BAKING COMPANY,
a Michigan corporation

By: _____
Cameron Owen Roskam, President

ADVANCED FOOD TECHNOLOGIES, INC.,
a Michigan corporation

By: _____
Cameron Owen Roskam, President

PROCESSING SPECIALTIES, INC.,
a Michigan corporation

By: _____
Cameron Owen Roskam, President

Agreed and Accepted
as of the date first above written

PNC BANK, NATIONAL ASSOCIATION

By:  _____
Ben Pugliesi, Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004833 FRAME: 0450

EXHIBITS TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBITS AND SCHEDULE

TRADEMARK
REEL: 004833 FRAME: 0451

EXHIBIT A

PATENTS

A. Issued Patents

B. Patent Applications

EXHIBIT A

**Exhibit A
PATENTS**

Patents- Roskam & AFT

Issued Patents							Owner Name
Docket No.	Country	Title	Serial No.	Patent/Registration No.	Status		
FP301A	Canada	WATER-DISPERSIBLE COATING COMPOSITION FOR FRIED FOODS AND THE LIKE		Canadian Patent No. 2421810	Patent issued 3/28/2002		Advanced Food Technologies Advanced Food Technologies
FP303B	Australia	SNACK/CONVENIENCE FOODS AND THE LIKE HAVING EXTERNAL AND/OR INTERNAL COATING COMPOSITIONS	2002310428	Australian Patent No. 2002310428	Patent Issued 8/07/08		Advanced Food Technologies Advanced Food Technologies
FP303B	Mexico	SNACK/CONVENIENCE FOODS AND THE LIKE HAVING EXTERNAL AND/OR INTERNAL COATING COMPOSITIONS	2004/000195	Mexican Patent No. 271048	Patent issued 10/20/09		Advanced Food Technologies Advanced Food Technologies
P301A	US	RETICULATION-FREE WATER-DISPERSIBLE COATING COMPOSITION FOR FOOD SUBSTRATES	09/960,191	6,899,906 B2	Patent issued 5/31/05		Advanced Food Technologies
P303B	US	SNACK/CONVENIENCE FOODS AND THE LIKE HAVING EXTERNAL AND/OR INTERNAL COATING COMPOSITIONS	10/170,964	7,294,355 B2	Patent issued 11/13/07		Advanced Food Technologies Advanced Food Technologies
P303D	US	SNACK/CONVENIENCE FOODS AND THE LIKE HAVING EXTERNAL AND/OR INTERNAL COATING COMPOSITIONS	11/933,091	7,906,164 B2	Patent issued 3/15/11		Advanced Food Technologies
P309	US	COATED POTATO SUBSTRATES HAVING REDUCED FAT CONTENT	10/754,224	7,964,231 B2	Issued 6/21/11		Advanced Food Technologies
P317	US	DOUGH-ENROBED FOODSTUFF (CLAIMING PRIORITY 119E OF PP313)	11/333,681	7,998,512 B1	Issued 8/16/11		Advanced Food Technologies
ROS014 P300	US	Pretzel Chip	29/303,635	D589,227	Patent Issued 3/11/2009		Roskam Baking Co
ROS014 P301	US	Pretzel Chip	29/303,638	D596,376	Patent Issued 7/1/2009		Roskam Baking Co
ROS014 P302	US	Pretzel Chip	29/303,639	D589,232	Patent Issued 3/11/2009		Roskam Baking Co
ROS014 P303	US	Multi-Layer Doughnut Product	29/324,846	D632,456	Patent Issued 1/26/2011		Roskam Baking Co
ROS014 P305	US	Doughnut Product With Six Appendages	29/327,507	D607,176	Patent Issued 12/16/2009		Roskam Baking Co
ROS014 P306	US	Doughnut Product With Six Appendages and without a Hole	29/327,632	D607,177	Patent Issued 12/16/2009		Roskam Baking Co
ROS014 P307	US	Doughnut Product With Six Appendages	29/327,634	D621,127	Patent Issued 7/21/2010		Roskam Baking Co
ROS014 P308	US	Doughnut Product With Six Appendages and without a Hole	29/327,637	D607,178	Patent Issued 12/16/2009		Roskam Baking Co

Patents- PSI

NONE

EXHIBIT B
TRADEMARKS

Trademarks and Service Marks

EXHIBIT B

TRADEMARK
REEL: 004833 FRAME: 0454

**EXHIBIT B
TRADEMARKS**

Trademarks: ROSKAM & AET										
Trademark	Status	Goods and Services		Application Number	Registration Number	Owner	Registration Date	Renewed	Application Date	Abandoned
RAPTOR	PUBLISHED (PENDING) Intent to Use	(INT. CL. 30) PRETZELS; SNACK MIX CONSISTING PRIMARILY OF CRACKERS, PRETZELS AND/OR POPPED POPCORN AND ALSO INCLUDING CANDIED NUTS		85030148		ROSKAM BAKING COMPANY			04-MAY-2010	
SAMMIES	ABANDONED	(INT. CL. 30) PREPACKAGED DOUGHNUT SANDWICH SNACK		77438696		ROSKAM BAKING COMPANY			03-APR-2008	25-MAR-2010
Design Only	ABANDONED Section 2(F)	(INT. CL. 30) BAKERY GOODS, NAMELY DONUTS		77373251		ROSKAM BAKING COMPANY			16-JAN-2008	24-MAR-2009
WAVES	ABANDONED Intent to Use	(INT. CL. 30) PRETZELS		77337480		ROSKAM BAKING COMPANY			27-NOV-2007	05-APR-2011
TOASTER DONUTS	REGISTERED Supplemental Register	(INT. CL. 30) DOUGHNUTS		77271571	3645122	ROSKAM BAKING COMPANY	23-JUN-2009		05-SEP-2007	19-JAN-2009
TOASTER DOUGHNUTS	ABANDONED Intent to Use	(INT. CL. 30) DOUGHNUTS		77270572		ROSKAM BAKING COMPANY			04-SEP-2007	19-JAN-2009
GRANDPA'S OVEN	REGISTERED	(INT. CL. 30) FROZEN BATTERS, NAMELY, FROZEN BREAD BATTERS SOLD FOR LATER COOKING BY THE CONSUMER; FROZEN BREAKFAST BREADS		78960784	3428781	ROSKAM BAKING COMPANY	13-MAY-2008		25-AUG-2006	
GRANDPA'S OVEN SINCE 1923	REGISTERED	(INT. CL. 30) FROZEN BATTERS, NAMELY, FROZEN BREAD BATTERS SOLD FOR LATER COOKING BY THE CONSUMER; FROZEN BREAKFAST BREADS		78960906	3390284	ROSKAM BAKING COMPANY	26-FEB-2008		25-AUG-2006	
HEARTLETS	ABANDONED	(INT. CL. 30) SNACK FOODS, NAMELY, SNACK CHIPS AND SNACK MIXES PRINCIPALLY CONTAINING THE SAME		78579423		ROSKAM BAKING COMPANY			03-MAR-2005	31-DEC-2006
Design Only	ABANDONED Intent to Use	(INT. CL. 30) BAKERY GOODS		76617157		ROSKAM BAKING COMPANY			21-OCT-2004	06-DEC-2005
LOCARB	ABANDONED	(INT. CL. 30) CROUTONS; SNACK FOODS, NAMELY PRETZELS, RYE CHIPS, BAGEL CHIPS AND SNACK MIXES CONTAINING THE SAME		76613377		ROSKAM BAKING COMPANY			27-SEP-2004	31-OCT-2005
CROUTINIES	REGISTERED	(INT. CL. 30) FOOD TOPPINGS, NAMELY, SEASONED AND TOASTED BREAD BITS		76553791	2943412	ROSKAM BAKING COMPANY	26-APR-2005		23-OCT-2003	
POTATO STUFFING	ABANDONED	(INT. CL. 30) DRY MIX FOR PREPARING A SIDE DISH		76519834		ROSKAM BAKING COMPANY			05-JUN-2003	28-JUL-2004
STARR PUFFS	REGISTERED	(INT. CL. 30) BAKERY GOODS		76515698	3110820	ROSKAM BAKING COMPANY	04-JUL-2006		20-MAY-2003	

EXHIBIT B
TRADEMARKS

Trademarks: ROSKAM & AET										
Trademark	Status	Goods and Services	Application Number	Registration Number	Owner	Registration Date	Renewed	Application Date	Abandoned	
RAPTOR	CANCELLED	(INT. CL. 30) BREAKFAST CEREALS	78192806	2782026	ROSKAM BAKING COMPANY	11-NOV-2003		10-DEC-2002		
MIDNIGHT STARR PUFF	CANCELLED	(INT. CL. 30) BAKERY GOODS	76272966	2889583	ROSKAM BAKING COMPANY	28-SEP-2004		18-JUN-2001		
MIDNIGHT STARR	CANCELLED	(INT. CL. 30) BAKERY GOODS	76273170	2889584	ROSKAM BAKING COMPANY	28-SEP-2004		18-JUN-2001		
SOUPTONS	REGISTERED	(INT. CL. 30) [BATTER MIXES AND] BAKERY GOODS	76239310	2762356	ROSKAM BAKING COMPANY	09-SEP-2003		11-APR-2001		
Design Only	REGISTERED Supplemental Register	(INT. CL. 30) BAKERY GOODS	76235771	2667396	ROSKAM BAKING COMPANY	24-DEC-2002		04-APR-2001		
STARR PUFFS BAKERY	REGISTERED	(INT. CL. 30) BAKERY GOODS	76232141	2698486	ROSKAM BAKING COMPANY	18-MAR-2003		28-MAR-2001		
STARR PUFF FACTORY	ABANDONED Intent to Use	(INT. CL. 30) BAKERY GOODS	76197204		ROSKAM BAKING COMPANY			22-JAN-2001	06-FEB-2004	
STARR PUFFS	REGISTERED	(INT. CL. 30) BAKERY GOODS	76197205	2867126	ROSKAM BAKING COMPANY	27-JUL-2004		22-JAN-2001		
SESAME TOAST	CANCELLED	(INT. CL. 30) SNACK CRACKERS AND BREAD CHIPS	76025713	2750784	ROSKAM BAKING COMPANY	12-AUG-2003		14-APR-2000		
POPPY TOAST	CANCELLED	(INT. CL. 30) SNACK CRACKERS AND BREAD CHIPS	76026579	2753526	ROSKAM BAKING COMPANY	19-AUG-2003		14-APR-2000		
TENDERKRUNCH	REGISTERED	(INT. CL. 29) COATED FRENCH FRIED POTATOES (INT. CL. 30) BATTER MIXES AND BAKERY GOODS	76022633	2621928	ADVANCED FOOD TECHNOLOGI ES, INC.	17-SEP-2002		11-APR-2000		
RAPTOR SNACK MIX	CANCELLED	(INT. CL. 29) SNACK MIX CONSISTING PRIMARILY OF PROCESSED FRUITS, PROCESSED NUTS AND/OR RAISINS (INT. CL. 30) SNACK MIX CONSISTING PRIMARILY OF CRACKERS, PRETZELS, CANDIED NUTS AND/OR POPPED CORN	75878136	2779837	ROSKAM BAKING COMPANY	04-NOV-2003		22-DEC-1999		
RAPTOR	ABANDONED Intent to Use	(INT. CL. 30) BREAKFAST CEREALS	75622220		ROSKAM BAKING COMPANY			19-JAN-1999	22-DEC-2002	
ROTHBURY	RENEWED (REGISTERED)	(INT. CL. 30) FOOD PRODUCTS NAMELY, CROUTONS, BREAD, BREAD STUFFING AND PANCAKE MIX	75622486	2300094	ROSKAM BAKING COMPANY	14-DEC-1999	14-DEC-2009	19-JAN-1999		
GOOD THINGS FROM FRESH BREAD	RENEWED (REGISTERED)	(INT. CL. 30) FOOD PRODUCTS, NAMELY, CROUTONS, BREAD, BREAD STUFFING AND PANCAKE MIX	75623296	2302225	ROSKAM BAKING COMPANY	21-DEC-1999	21-DEC-2009	19-JAN-1999		
Design Only	RENEWED (REGISTERED)	(INT. CL. 30) FOOD PRODUCTS, NAMELY, CROUTONS, BREAD, BREAD STUFFING AND PANCAKE MIX	75622451	2335209	ROSKAM BAKING COMPANY	28-MAR-2000	28-MAR-2010	19-JAN-1999		

EXHIBIT B
TRADEMARKS

Trademarks: ROSKAM & AFT										
Trademark	Status	Goods and Services	Application Number	Registration Number	Owner	Registration Date	Renewed	Application Date	Abandoned	
RAPTOR CEREAL	CANCELLED	(INT. CL. 30) BREAKFAST CEREALS	75622487	2742289	ROSKAM BAKING COMPANY	29-JUL-2003		19-JAN-1999		
ROTHBURY FARMS	RENEWED (REGISTERED)	(INT. CL. 30) FOOD PRODUCTS NAMELY, CROUTONS, BREAD, BREAD STUFFING AND PANCAKE MIX	75622485	2302220	ROSKAM BAKING COMPANY	21-DEC-1999	21-DEC-2009	19-JAN-1999		
GOOD THINGS FROM FRESH BREAD	RENEWED (REGISTERED)	(INT. CL. 30) FOOD PRODUCTS, NAMELY, CROUTONS, BREAD, BREAD STUFFING AND PANCAKE MIX	75622488	2300095	ROSKAM BAKING COMPANY	14-DEC-1999	14-DEC-2009	19-JAN-1999		
Design Only	RENEWED (REGISTERED)	(INT. CL. 30) FOOD PRODUCTS, NAMELY, CROUTONS, BREAD, BREAD STUFFING AND PANCAKE MIX	75622489	2300096	ROSKAM BAKING COMPANY	14-DEC-1999	14-DEC-2009	19-JAN-1999		
POPPY TOAST	CANCELLED	(INT. CL. 30) SEASONED CROUTONS	75507264	2747484	ROSKAM BAKING COMPANY	05-AUG-2003		23-JUN-1998		
COFFEEBREAD	CANCELLED Supplemental Register	(INT. CL. 30) BAKING MIXES FOR USE WITH AUTOMATIC BREAD MACHINES	75189471	2149863	ROSKAM BAKING COMPANY	07-APR-1998		29-OCT-1996		
PEANUT BUTTER TOAST CRUNCH	ABANDONED Intent to Use	CEREALS	75097856		ROSKAM BAKING COMPANY			02-MAY-1996	25-MAY-2000	
CRUNCHETTO	RENEWED (REGISTERED)	(INT. CL. 30) BREAD OR CEREAL-BASED SNACK MIX	75028293	2064086	ROSKAM BAKING COMPANY	20-MAY-1997	20-MAY-2007	06-DEC-1995		
EASY STUFF	RENEWED (REGISTERED)	(INT. CL. 30) BREAD-BASED STUFFING MIX MADE OF CROUTONS, SEASONING AND VEGETABLES	74519190	1921102	ROSKAM BAKING COMPANY	19-SEP-1995	19-SEP-2005	02-MAY-1994		
SESAME TOAST	RENEWED (REGISTERED)	(INT. CL. 30) SEASONED CROUTONS	74465810	1917395	ROSKAM BAKING COMPANY	05-SEP-1995	05-SEP-2005	06-DEC-1993		
ROTHBURY FARMS	RENEWED (REGISTERED)	(INT. CL. 30) CROUTONS, STUFFING, BREAD CRUMBS, BREAKFAST CEREAL AND PROCESSED CEREAL GRAINS USED AS A SALAD TOPPING	73305339	1219343	ROSKAM BAKING COMPANY	07-DEC-1982	07-DEC-2002	13-APR-1981		
HAV-AL-LU	EXPIRED	BREAD	72170766	0813535	ROSKAM BAKING COMPANY	23-AUG-1966		11-JUN-1963		
GUNNAR JOHN'S	CANCELLED	BREAD	72081506	0707850	ROSKAM BAKING COMPANY	29-NOV-1960	29-NOV-1980	16-SEP-1959		
HAV-AL-LU	EXPIRED MI	GOODS/SERVICES NOT LISTED		M59014	ROSKAM BAKING COMPANY	04-MAR-1957	19-SEP-1988			

PSI Trademarks

NONE

EXHIBIT C
LICENSE AGREEMENTS

None

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SCHEDULE I
DISCLOSURES

SCHEDULE I

TRADEMARK
REEL: 004833 FRAME: 0460

Schedule I
Representations and Warranties

i	NONE
ii	NONE
iii	NONE
iv	NONE
v	NONE
vi	NONE
vii	NONE
viii	NONE
ix	NONE