

RECORDED  
MAD  
93-98  
TF

09-08-1998



Tab settings

100823836

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CBP Resources, Inc.  
151 Valpro Drive  
Winchester, VA 22603

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Trademark Collateral Agreement

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as  
Collateral Agent

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

Street Address: 111 West Monroe

City: Chicago State: IL ZIP: 60690

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Illinois banking corporation

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)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See attached

Additional numbers attached?  Yes  No

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

Name: Federal Research Corp

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

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:  2

7. Total fee (37 CFR 3.41).....\$ 65 E

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/03/1998 SMITH 00000110 989716

DO NOT USE THIS SPACE

01 FC:441 40.00 DP  
02 FC:148 25.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy A. Zarazua

Name of Person Signing

Nancy A Zarazua  
Signature

8-27-98

Date

Total number of pages including cover sheet, attachments, and document:  6

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

***REGISTERED U.S. TRADEMARKS  
AND TRADEMARK APPLICATIONS***

**REGISTERED U.S.  
TRADEMARKS**

**REGISTRATION  
REG. NO.**

Carsoco

909,716

CBP

1,968,049

**PENDING U.S.  
TRADEMARK APPLICATIONS**

**FILING NO.**

**FILING DATE**

None

***UNREGISTERED U.S. TRADEMARKS***

Caromeal

## TRADEMARK COLLATERAL AGREEMENT

This 27th day of August, 1998, CBP Resources, Inc., a Delaware corporation ("*Pledgor*") with its principal place of business and mailing address at 151 Valpro Drive, Winchester, Virginia 22603, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 ("*Harris*"), acting as collateral agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such collateral agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement bearing even date herewith between Pledgor, Valley Proteins and Agent (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Pledgor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Pledgor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CBP RESOURCES, INC.

By Donald F. Smith  
Its VICE PRESIDENT

HARRIS TRUST AND SAVINGS BANK, as Agent

By Brian J. Mollen  
Its Vice President

STATE OF Virginia )  
City ) SS  
COUNTY OF Richmond )

I, Alexis C. Benfante a Notary Public in and for said City County, in the State aforesaid, do hereby certify that Ronald F. Smith, Jr., Vice President of CBP Resources, Inc. a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/~~she~~ signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27<sup>th</sup> day of August, 1998.

(NOTARIAL SEAL)

Alexis C. Benfante  
Notary Public

My Commission Expires:

Alexis C. Benfante  
(Type or Print Name)

2/28/02

STATE OF Virginia )  
          City )  
COUNTY OF Richmond ) SS

I, Alexis C. Benfanti, a Notary Public in and for said City, in the State aforesaid, do hereby certify that Brian J. Moeller, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27<sup>th</sup> day of August, 1998.

(NOTARIAL SEAL)

Alexis C. Benfanti  
Notary Public

Alexis C. Benfanti  
(Type or Print Name)

My Commission Expires:

2/28/02