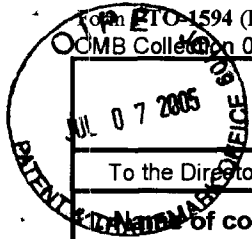


07-13-2005



RECORD  
TRADEMARK



103041201

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Plainville Turkey Farm, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: New York
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 06/29/05

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: First Pioneer Farm Credit, ACA

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

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

Street Address: One Technology Place, Suite 2

City: Homer

State: New York

Country: Cortland Zip: 13077

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship New York
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Attached

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

Name: Mark B. Wheeler

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

Street Address: 119 East Seneca Street

City: Ithaca

State: New York Zip: 14850

Phone Number: 607-273-6444

Fax Number: 607-273-6802

Email Address: mwheeler@harris-tech.com

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_      Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

June 28, 2005

Date

MARK B. WHEELER

Name of Person Signing

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

07/21/2005  
01 1652  
02  
EQUIPER 00000092 2102766  
40.00 DP  
200.00 DP

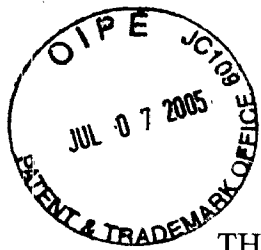
## Security Agreement

Conveying Party : Plainville Turkey Farm, Inc.

Receiving Party : First Pioneer Farm Credit, ACA

## 4. Application nos., registration nos. and Identification of Trademarks:

Trademark	Registration No.	Serial No.	Registration Date
Plainville Farms	2102766	75078704	10/7/97
Earthwise	2778581	76432528	10/28/03
Animal Friendly Practices	2170023	75078707	6/30/98
Purely Delicious – Naturally Nutritious!	2102767	75078706	10/7/97
Veggie Grown	2505645	75877635	11/6/01
<i>Design only</i>	2106418	75078705	10/21/97
The Heart's Way	2463980	76077633	6/26/01
Nature's Way	2684030	75724633	2/4/03
Heart Lite	2488284	75631640	9/11/01



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 29, 2005, by and between **PLAINVILLE TURKEY FARM, INC.**, a New York corporation with an address of 7830 Plainville Road, Plainville, New York 13137 (herein "Borrower"), and **FIRST PIONEER FARM CREDIT, ACA**, with an address of One Technology Place, Suite 2, Homer, New York 13077 (herein "Lender"), parties to the Revolving Credit and Loan Agreement dated as of even date herewith among the Borrower and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

### WITNESSETH:

#### RECITALS.

A. Borrower owns and uses certain Trademarks (as herein defined) and Trademark Licenses (as herein defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, or in equivalent offices of foreign countries, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender propose to make certain loans to Borrower pursuant to the Credit Agreement (capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement); and

C. Pursuant to the Credit Agreement, Borrower has agreed to grant to the Lender, a security interest in all intangible property, including, without limitation, (a) all of the Borrower's general intangibles including all of the Trademarks (as herein defined) and all of Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Borrower now has or hereafter acquires rights and wherever located; and (b) all products and proceeds of any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted herein, the Lender has required that the Borrower enter into this Agreement and grant to the Lender a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

**“Trademark Licenses”** means any written agreement or license now or hereafter in existence granting to the Borrower any right to use any Trademarks, including, without limitation, the agreements listed on Schedule I attached hereto.

**“Trademarks”** means all of the following now or hereafter in existence, now or hereafter owned by the Borrower, or in which the Borrower now or hereafter acquires any rights, title or interest, including without limitation due to estoppel or prior use: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, other source or business identifiers, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all applications for registrations thereof (excluding intent to use applications prior to the filing of a Statement of Use or an Amendment to allege use), including, without limitation, registrations thereof and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all reissues, extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Borrower hereby assigns, grants and conveys to the Lender all of its rights, title and interest in, to and under the following (collectively, the **“Property”**):

(a) all Trademarks now or hereafter owned by the Borrower or in which the Borrower now has or hereafter acquires rights and wherever located and the goodwill of the business of the Borrower relating thereto or represented thereby, including, without limitation, each Trademark listed in Schedule I hereto; and

(b) all Trademark Licenses now or hereafter held by the Borrower or in which the Borrower now has or hereafter acquires rights and wherever located, including, without limitation, the Trademark Licenses listed in Schedule I hereto to the fullest extent permitted thereunder by such Trademark Licenses; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement of any of the Trademarks or breach of any of the Trademark Licenses, including, without limitation, all Trademarks or Trademark Licenses referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment, grant and conveyance under this Section 2 shall not be effective as a transfer of title to the Property unless and until the Lender exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in the Property, and until such time the Borrower shall own, and may use and

enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Borrower's businesses, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property except as expressly permitted by the Credit Agreement.

3. The Borrower hereby acknowledges and affirms the representations, warranties and covenants of the Borrower with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby and as more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In addition, the Borrower covenants, represents and warrants that as of the date of this Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) To the Borrower's knowledge, there is no outstanding claim, pending or threatened in writing, that the use by the Borrower of any of the Trademarks infringes the intellectual property rights of any third person;

(d) To the Borrower's knowledge, the Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, and covenants by the Borrower not to sue third persons), except for the Trademark Licenses referred to in Schedule I attached hereto, or as expressly permitted by the Credit Agreement.

(e) The Borrower has the right to enter into this Agreement and perform its terms; and

(f) The Borrower has used, and will continue to use for the duration of this Agreement where commercially reasonable, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

4. The Borrower covenants, represents and warrants that:

(a) the Borrower assumes all responsibility and liability arising from the use of the Trademarks, and the Borrower hereby indemnifies and holds the Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Borrower's operations of its businesses arising from the use of the Trademarks; and

(b) in any suit, proceeding or action brought by the Lender under any of the Trademark Licenses for any sum owing thereunder, or to enforce any provisions of such Trademark Licenses, the Borrower will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction of liability whatsoever of the obligee thereunder, arising out of a breach of the Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Borrower, and all such obligations of the Borrower shall be and remain enforceable against and only against the Borrower and shall not be enforceable against Lender.

5. The Borrower covenants, represents and warrants that, absent the existence of a Default upon one Business Days' prior notice and during regular business hours, and, at all times during the existence of a Default, the Borrower hereby grants to the Lender and its employees and agents the right to visit, inspect and audit the Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and Trademark Licenses, and to inspect the products and quality control relating thereto. The Borrower shall use its best efforts to do any and all acts required by the Lender to ensure the Borrower's compliance with this Agreement.

6. (a) If, before the Obligations shall have been paid in full, the Borrower shall obtain rights to any new Trademarks, (including, but not limited to, Intent to Use applications if a Statement of Use or an Amendment To Allege Use has been filed with the U.S. Patent and Trademark Office) the provisions of the Agreement shall automatically apply thereto and the Borrower shall give the Lender prompt written notice thereof.

(b) The Borrower grants the Lender a power-of-attorney, irrevocable so long as the Credit Agreement is in existence, to modify this Agreement by amending Schedule I to include any future Property.

7. The Borrower covenants and agrees with the Lender that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. The covenants, represents and warrants that at any time and from time to time, upon the written request of the Lender, the Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Lender may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code with respect to the liens and security interests granted hereby. The Borrower also hereby authorizes the Lender to file any such financing or continuation statement without the signature of the Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Property shall be or become evidenced by any promissory note or other instrument,

such note or instrument shall be immediately pledged to the Lender hereunder, duly endorsed in a manner satisfactory to the Lender.

(b) Maintenance of Trademarks. The Borrower will not do any act, or omit to do any act, whereby the Trademarks or the Trademark Licenses may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value except where the Borrower deems such action or omission to be, in the exercise of their reasonable business judgment, commercially reasonable, and shall notify the Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Borrower shall, in exercising its reasonable business judgment, take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees of the Trademarks in connection with the Trademark Licenses set forth in Schedule I.

8. The Borrower will not, except where it deems such action or omission to be, in the exercise of its reasonable business judgment, commercially reasonable: (a) amend, modify, terminate or waive any provision of any of the Trademark Licenses in any manner which might materially adversely affect the value of such Trademark Licenses or the Trademarks, without the written consent of the Lender, (b) fail to exercise promptly and diligently each and every material right which it may have under each of the Trademark Licenses (other than any right of termination), without the prior written consent of the Lender, or (c) fail to deliver to the Lender a copy of each material demand, notice or document sent or received by it relating in any way to any Trademark Licenses or Trademarks.

9. The Borrower will advise the Lender promptly, in reasonable detail: (a) of any lien or claim made or asserted against any of the Property, (b) of any material change in the composition of the Property, and (c) of the occurrence of any other event which would have a material adverse effect on the value of any of the Property or on the security interests created hereunder.

10. (a) The Borrower hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time in the Lender's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Lender the power and right, on behalf the Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittals and receipts for any and all monies due and to become due under any of the Trademark Licenses and, in the name the Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments

for the payment of monies due under any of the Trademark Licenses and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Lender for the purpose of collecting any and all such moneys due under any of the Trademark Licenses whenever payable;

(ii) To pay or discharge any taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Property, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Trademark Licenses to make payment of any and all monies due and to become due thereunder directly to the Lender or as the Lender shall direct; (B) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Property; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Property or any part thereof and to enforce any other right in respect of any Property; (D) to defend any suit, action or proceeding brought against the Borrower with respect to any Property; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Property as fully and completely as though the Lender were the absolute owner thereof for all purposes, and to do, at the Lender's option all acts and things which the Lender deems necessary to protect, preserve or realize upon the Property and the Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Borrower may do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, the Borrower further agrees to execute any additional documents which the Lender may require in order to confirm this power of attorney, or which the Lender may deem necessary to enforce any of its rights contained in this Agreement.

(b) The powers conferred on the Lender hereunder are solely to protect its interests in the Property and shall not impose any duty upon it to exercise any such powers. The Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.



(c) The Borrower also authorizes the Lender to execute, in connection with any sale provided for in this Trademark Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Property.

(d) Concurrently with the execution and delivery hereof, the Borrower is executing and delivering to the Lender, in the form of Schedule II hereto, two (2) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Property pursuant to this Agreement.

11. Borrower covenants, represents and warrants that if the Borrower fails to perform or comply with any of its agreements contained herein and the Lender, as provided for by the terms of this Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreements, the expenses of the Lender incurred in connection with such performance or compliance shall be payable by Borrower to the Lender on demand and shall constitute Obligations secured hereby.

12. This Agreement shall terminate upon termination of the Credit Agreement in accordance with the provisions thereof. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Borrower any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Borrower, the Lender shall, at the expense of Borrower, execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of Borrower in order to evidence such termination, including the return of Powers of Attorneys, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

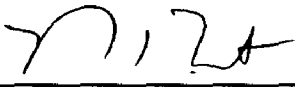
13. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

14. To the extent that any terms of this Agreement are expressly contradicted by the terms of the Credit Agreement, the terms of the Credit Agreement will apply.

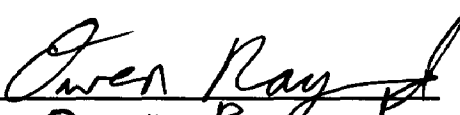
\* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

**PLAINVILLE TURKEY FARM, INC.**

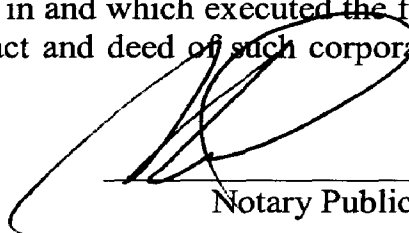
By:   
Name: Mark Bitz  
Title: President

**FIRST PIONEER FARM CREDIT, ACA**  
as Lender

By:   
Name: Owen Raymond  
Title: Senior Loan Officer

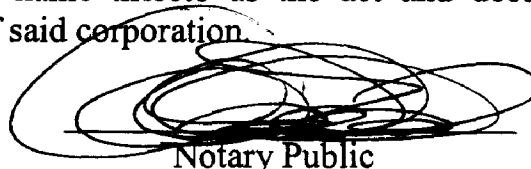
STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF ONONDAGA )

On the 29<sup>th</sup> day of June, 2005, before me personally came MARK W. BITZ, to me known, who being by me duly sworn, did depose and say that he is the President of Plainville Turkey Farm, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the act and deed of such corporation by order of the board of directors of said corporation.

  
Notary Public

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF ONONDAGA )

On the 29<sup>th</sup> day of June, 2005, before me personally came OWEN RAYMOND, to me known, who being by me duly sworn, did depose and say that he is the Senior Loan Officer of First Pioneer Farm Credit, ACA, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the act and deed of such corporation by order of the board of directors of said corporation.

  
Notary Public

**GEORGE V. COOK**  
Notary Public, State of New York  
Qual. in Onondaga Co. No. 02C05800290  
Commission Expires Dec. 31, 2006

**MARK B. WHEELER**  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 4748671  
Commission Expires 3/30/07



SCHEDULE I

REGISTERED TRADEMARKS  
of Plainville Turkey Farms, Inc.

United States Patent and Trademark Office

Trademark	Registration No.	Serial No.	Registration Date
Plainville Farms	2102766	75078704	10/7/97
Earthwise	2778581	76432528	10/28/03
Animal Friendly Practices	2170023	75078707	6/30/98
Purely Delicious – Naturally Nutritious!	2102767	75078706	10/7/97
Veggie Grown	2505645	75877635	11/6/01
<i>Design only</i>	2106418	75078705	10/21/97
The Heart's Way	2463980	76077633	6/26/01
Nature's Way	2684030	75724633	2/4/03
Heart Lite	2488284	75631640	9/11/01

These trademarks all apply to U.S. and international class number 29.

International Trademark Registrations

NONE

PENDING TRADEMARK APPLICATIONS

United States Patent and Trademark Office

NONE

International Trademark Applications

NONE

ABANDONED TRADEMARKS

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date
The Heart's Way	Abandoned	N/A	75632825	2/1/99	N/A	N/A
Nonbiotic	Abandoned	N/A	75632853	2/1/99	N/A	N/A
Veggie Grown	Abandoned	N/A	75631641	2/1/99	N/A	N/A



## TRADEMARK LICENSES

Trademark Licenses with respect to which Plainville Turkey Farm, Inc. is a licensor:

none

Trademark Licenses with respect to which Plainville Turkey Farm, Inc. is a licensee:

none

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK )
) ss.:
COUNTY OF )

KNOW ALL MEN BY THESE PRESENT, that PLAINVILLE TURKEY FARM, INC., a corporation formed under the laws of New York ("Borrower"), pursuant to a Trademark Security Agreement, dated the date hereof (the "Trademark Security Agreement"), hereby appoints and constitutes FIRST PIONEER FARM CREDIT, ACA ("FPFC" or "Lender") named in the Revolving Credit and Loan Agreement, dated the date hereof, by and among Lender and Borrower, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule I of the Trademark Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Trademark Security Agreement, dated the date hereof, between Borrower and Lender, and may not be revoked until the payment in full of all Obligations as defined in such Trademark Security Agreement.

PLAINVILLE TURKEY FARM, INC.

By: \_\_\_\_\_
Name:
Title:

STATE OF \_\_\_\_\_ )
) ss.:
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of June, 2005, before me personally came \_\_\_\_\_,

to me known, who being by me duly sworn, did depose and say that she/he is the \_\_\_\_\_ of Plainville Turkey Farm, Inc., the corporation described in and which executed the foregoing instrument; and that she/he signed her/his name thereto as the act and deed of such corporation by order of the board of directors of said corporation.

---

Notary Public