

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ADVANCED FOOD TECHNOLOGIES, INC.	11/28/2006

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK
Street Address:	111 Lyon Street, N.W.
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49503

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	09778470
Patent Number:	6899906
Application Number:	10025403
Application Number:	10170964
Application Number:	10682673
Application Number:	10682672
Application Number:	10629991
Application Number:	10997518
Application Number:	10754224
Application Number:	11060949
Application Number:	11375984
Application Number:	11333681

CORRESPONDENCE DATA

Fax Number: (616)222-2275

PATENT

500195054

REEL: 018645 FRAME: 0067

OP \$480.00 09778470

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 616-752-2275
Email: patents@wnj.com
Correspondent Name: Kimberly A. Niebling/Warner Norcross & J
Address Line 1: 111 Lyon Street, N.W.
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Address Line 4: Grand Rapids, MICHIGAN 49503-2487

ATTORNEY DOCKET NUMBER:

001084.119489

NAME OF SUBMITTER:

Kimberly A. Niebling

Total Attachments: 10

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "**Security Agreement**") is entered into as of November 28, 2006, by and among the entities listed on attached **Schedule 1** (individually and collectively, the "**Grantor**"), and **FIFTH THIRD BANK**, a Michigan banking corporation, as agent (the "**Agent**") for the benefit of itself and the Banks party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, Roskam Baking Company, a Michigan corporation (the "**Borrower**"), the Agent and the Banks have entered into a Credit Agreement dated as of November 28, 2006 (as it may be amended, restated, supplemented or otherwise modified from time to time, the ("**Credit Agreement**") and other related loan documents of even date herewith (collectively, with the Credit Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for the Banks to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Grantor to Agent of a security interest in certain of its assets, including, without limitation, Grantor's patents and patent applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Financing Agreements.** The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. All capitalized terms that are not otherwise defined herein shall have the same meanings set forth in the Credit Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the complete and timely payment and satisfaction of the Loans, Grantor hereby grants to Agent, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Schedule 2** attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Patents**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Patents; and license agreements with any other party in connection with any Patents or such other party's patents and patent applications, whether Grantor is licensor or licensee under any such license agreement, and the right upon the occurrence and during the continuance of an Event of Default

to use the foregoing in connection with the enforcement of Agent's rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "**Licenses**"). Notwithstanding the foregoing provisions of this *Section 2*, the Licenses shall not include (A) any license agreement which by its terms prohibits the grant of the security interest contemplated by this Security Agreement or (B) any future filed patent applications to the extent the granting of a security interest hereunder shall in any way adversely affect such application, each for the period of time that such prohibition or adverse effect is enforceable.

3. **Warranties and Representations.** Grantor warrants and represents to Agent that:

(i) no Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently existing;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent indicated in **Schedule 2** as being owned by Grantor, free and clear of any Liens (other than Permitted Liens), including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. **Restrictions on Future Agreements.** Grantor agrees that until the Loans shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights granted to Agent under this Security Agreement.

5. **New Patents.** Grantor represents and warrants that, based on a diligent investigation by Grantor, the Patents listed on **Schedule 2** constitute all of the federally registered Patents and Patent applications now owned by Grantor. If, before the Loans shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Agent, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Security Agreement by amending **Schedule 2** to include any such Patents.

6. **Term.** The term of this Security Agreement shall extend until the payment in full of the Loans and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Patents shall be without any liability for royalties or other related charges from Agent to Grantor.

7. **Release of Security Agreement.** This Security Agreement is made for collateral purposes only. Upon payment in full of the Loans and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

8. **Expenses.** All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All reasonable fees, costs and expenses, of whatever kind or nature, including Attorneys' Fees, incurred by Agent 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, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Grantor and until paid shall constitute Loans.

9. **Duties of Grantor.** Grantor shall have the duty (i) to file and prosecute diligently any patent applications pending as of the date hereof or hereafter until the Loans shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this *Section 9* shall be borne by Grantor.

10. **Agent's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this *Section 10*.

11. **Waivers.** No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall 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.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall 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.

13. **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.

14. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Agent's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents or (ii) take any other actions with respect to the Patents as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Loans shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and applicable federal law.

17. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. **Further Assurances.** Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

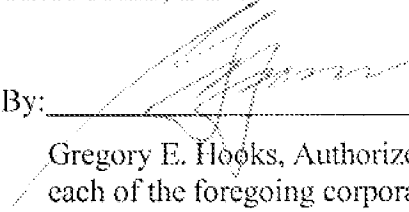
19. **Survival of Representations.** All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signatures follow.]

IN WITNESS WHEREOF, Grantor has duly executed this Patent Security Agreement as of the date first written above.

GRANTOR:

ROSKAM BAKING COMPANY,
ROTHBURY FARMS, INC.,
STARR PUFF BAKERY, LLC,
STARR PUFF FACTORY, LLC,
PROCESSING SPECIALITIES, INC.,
GRANDPA DON'S BREAD, LLC,
IFT CUSTOM BLENDS, L.L.C.,
ADVANCED FOOD TECHNOLOGIES,
INC.,
44th STREET FACTORY, INC.,
THE BROADMOOR, LTD.,
CEREAL SERVICES OF AMERICA, INC.,
PAC-TECH PACKAGING DIVISION,
L.L.C., and
INTERNATIONAL FLAVORS AND
TEXTURES, L.L.C.

By:  _____

Gregory E. Hooks, Authorized Officer of
each of the foregoing corporations and
limited liability companies

AGENT:

FIFTH THIRD BANK, as Agent

By:  _____

Kevin M. Paul, Vice President

SCHEDULE 1

(Grantors)

Roskam Baking Company, a Michigan corporation
Rothbury Farms, Inc., a Michigan corporation
Starr Puff Bakery, LLC, a Michigan limited liability company
Starr Puff Factory, LLC, a Michigan limited liability company
Processing Specialties, Inc., a Michigan corporation
Grandpa Don's Bread, LLC, a Michigan limited liability company
IFT Custom Blends, L.L.C., a Michigan limited liability company
Advanced Food Technologies, Inc., a Michigan corporation
44th Street Factory, Inc., a Michigan corporation
The Broadmoor, Ltd., a Michigan corporation
Cereal Services of America, Inc., a Michigan corporation
Pac-Tech Packaging Division, L.L.C., a Michigan limited liability company
International Flavors and Textures, L.L.C., a Michigan limited liability company

Schedule 1

SCHEDULE 2

(Patents)

See attached.

Schedule 2

PATENTS AND PATENT APPLICATIONS
IN THE NAME OF ADVANCED FOOD TECHNOLOGIES
NOVEMBER 22, 2006

File No.	Country	Application No.	Patent No.	Title
ADV12 FP-300A	Australia	49972/01	776363	Water-Dispersible Coating Composition for Fried Foods And The Like
ADV12 FP-300A	Canada	2398845		Water-Dispersible Coating Composition For Fried Foods And The Like
ADV12 FP-300A	EPC	01923262.8		Water-Dispersible Coating Composition For Fried Foods And The Like
ADV12 FP-301A	Canada	2421810		Reticulation-Free Water-Dispersible Coating Composition For Food Substrates
ADV12 FP-302A	Canada	2432297		Coated Food Products Made From Shaped Dough Substrates And Method Of Preparing Same
ADV12 FP-303B	Australia	2002310428		Snack/Convenience Foods And The Like Having External And/Or Internal Coating Compositions
ADV12 FP-303B	Brazil	PI0210964-6		Snack/Convenience Foods And The Like Having External And/Or Internal Coating Compositions

PATENTS AND PATENT APPLICATIONS
IN THE NAME OF ADVANCED FOOD TECHNOLOGIES
NOVEMBER 22, 2006

File No.	Country	Application No.	Patent No.	Title
ADV12 FP-303B	Canada	2451666		Snack/Convenience Foods And The Like Having External And/Or Internal Coating Compositions
ADV12 FP-303B	EPC	02737505.4		Snack/Convenience Foods And The Like Having External And/Or Internal Coating Compositions
ADV12 FP-303B	Mexico	2004/000195		Snack/Convenience Foods And The Like Having External And/Or Internal Coating Compositions
ADV12 P-300A	US	09/778,470		Water-Dispersible Coating Composition For Fried Foods And The Like
ADV12 P-301A	US	09/960,191	6,899,906	Reticulation-Free Water-Dispersible Coating Composition For Food Substrates
ADV12 P-302A	US	10/025,403		Coated Food Products Made From Shaped Dough Substrates And Method Of Preparing Same
ADV12 P-303B	US	10/170,964		Snack/Convenience Foods And The Like Having External And/Or Internal Coating Compositions
ADV12 FP-305B	US	10/682,673		Moisture Barrier Composition For Biscuits

PATENTS AND PATENT APPLICATIONS
IN THE NAME OF ADVANCED FOOD TECHNOLOGIES
NOVEMBER 22, 2006

File No.	Country	Application No.	Patent No.	Title
ADV12 FP-305C	US	10/682,672		Coating Compositions For Dough-Based Goods Including Doughnuts And Other Products
ADV12 FP-305D	US	10/629,991		External Coating Composition For Toaster Pastries And Other Pastry Products
ADV12 FP-306A	US	10/997,518		Coated Cereal Pieces
ADV12 P-309	US	10/754,224		Coated Potato Substrates Having Reduced Fat Content
ADV12 P-310	US	11/060,949		Potato Starch Use In Food Coatings
ADV12 P-316	US	11/375,984		Coated Potato And Fabricated Snack Food And Other Food Substrates Having Reduced Fat Content
ADV12 P-317	US	11/333,681		Dough-Enrobed Foodstuff