

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
Maple Leaf Farms, Inc.	09/15/2008
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank
Street Address:	111 East Wayne Street
Internal Address:	MAC N8622-02A
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46802
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5484615
CORRESPONDENCE DATA	
Fax Number:	(202)659-1559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-457-0160
Email:	trademark@dickinsonwright.com
Correspondent Name:	Rebecca Gan, Esq. Dickinson Wright PLLC
Address Line 1:	1901 L St., N.W.
Address Line 2:	Ste. 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	29824-4
NAME OF SUBMITTER:	Rebecca Gan
Total Attachments: 7 source=MLF#page1.tif source=MLF#page2.tif	

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 15, 2008 is made by and between Maple Leaf Farms, Inc., an Indiana corporation having a business location at the address set forth below next to its signature (the "**Company**"), and Wells Fargo Bank, National Association (the "**Wells Fargo**"), and having a business location at the address set forth below next to its signature.

RECITALS

Company and certain other affiliates of the Company party thereto (collectively, the "Debtors") and Wells Fargo are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "**Credit Agreement**") setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtors.

As a condition to extending credit to or for the account of Debtors, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "**Security Interest**") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or

perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Debtor's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

4. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in the Credit Agreement relating to this Agreement shall prove to have been incorrect in any material respect when made.

5. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

6. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness

of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Indiana without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

7. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

9166 N 200 E
Milford, IN 46542

Maple Leaf Farms, Inc.,
an Indiana corporation

By 
Scott M. Tucker, Co-President

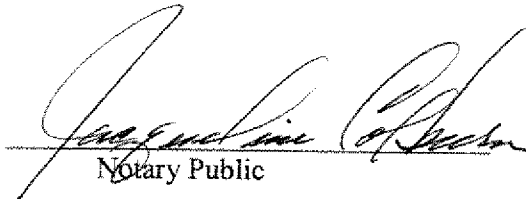
MAC N8622-02A
111 East Wayne Street
Fort Wayne, IN 46802

Wells Fargo Bank,
National Association

By _____
Lynn A. Gruber, Vice President

STATE OF Indiana)
COUNTY OF Kosciusko)

The foregoing instrument was acknowledged before me this 12 day of September 2008, by Scott M. Tucker, the Co-President of Maple Leaf Farms, Inc., an Indiana corporation, on behalf of the corporation.


Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Lynn A. Gruber, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

9166 N 200 E
Milford, IN 46542

Maple Leaf Farms, Inc.,
an Indiana corporation

By _____
Scott M. Tucker, Co-President

MAC N8622-02A
111 East Wayne Street
Fort Wayne, IN 46802

Wells Fargo Bank,
National Association

By Lynn A. Gruber
Lynn A. Gruber, Vice President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Scott M. Tucker, the Co-President of Maple Leaf Farms, Inc., an Indiana corporation, on behalf of the corporation.

Notary Public

STATE OF IN)
COUNTY OF Allen)

The foregoing instrument was acknowledged before me this 12th day of September, 2008, by Lynn A. Gruber, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.



KELLY J. WEHR
Notary Public - Seal
State of Indiana
My Commission Expires June 06, 2009

Kelly J. Wehr
Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Apparatus and method for microbiological decontamination of poultry	5,484,615	January 16, 1996

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
None		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
None			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
None		

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

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