

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
Rudolph Foods Company, Inc.	12/23/2008
RECEIVING PARTY DATA	
Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6405778
Application Number:	10221900
CORRESPONDENCE DATA	
Fax Number:	(312)521-2875
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-521-2775
Email:	seberle@muchshelist.com
Correspondent Name:	Much Shelist
Address Line 1:	191 N. Wacker Drive, Suite 1800
Address Line 2:	Adam K. Sacharoff
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	4105500.0038
NAME OF SUBMITTER:	Adam K. Sacharoff
<p>Total Attachments: 4</p> <p>source=Rudolph PAT Assignment#page1.tif</p> <p>source=Rudolph PAT Assignment#page2.tif</p>	

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PATENT
REEL: 022043 FRAME: 0238

PATENT COLLATERAL AGREEMENT

This 23 day of December, 2008, RUDOLPH FOODS COMPANY, INC., an Ohio corporation (the "*Debtor*") with its principal place of business and mailing address at 6575 Bellefontaine Road, Lima, Ohio 45802, 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 N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

Each patent, patent registration, and patent application listed on Schedule A hereto, and (a) all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing and all licenses thereunder, (b) all income, royalties, damages and payments now or hereafter due 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 (c) the right to sue for past, present and future infringements and collect damages of any of the foregoing;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, Whitefeather Foods, Inc. and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

This Patent Collateral Agreement evidences a security interest and shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of the Debtor's ownership interest in any of the patents listed in Schedule A, except as a result of the Secured Party's exercise of any rights and remedies during the existence of an Event of Default. Until and unless Secured Party acquires ownership of the patents listed on Schedule A as a result of the exercise of any such rights and remedies, Debtor retains the ownership rights, the rights to use the patents and the rights to maintain and renew the patents listed in Schedule A. The security interest granted hereunder shall be released at the expense and request of Debtor upon payment in full of the Obligations concurrently with the release of the security interests granted under the Security Agreement.

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

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

RUDOLPH FOODS COMPANY, INC.

By James E. Rudolph
Name James E. Rudolph
Title Chairman & CEO

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By _____
Name _____
Title _____

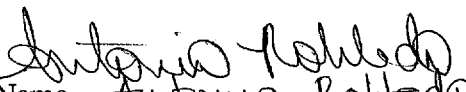
IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

RUDOLPH FOODS COMPANY, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By 
Name Antonio Robledo
Title VICE President

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

Rudolph Foods Corporation

Serial Number	Patent Number	Invention Title
09/526,648	6,405,778	Apparatus For Producing a Pre-Loaded Merchandiser
10/221,900	6,727,794	Apparatus and Method For Producing A Merchandiser And A Pre-Loaded Merchandiser Produced Thereby

815589.1

RECORDED: 12/31/2008

**PATENT
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