

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agent Resignation
CONVEYING PARTY DATA	
Name	Execution Date
Marel Meat Processing Inc.	04/08/2010
RECEIVING PARTY DATA	
Name:	Cooperative Centrale Raiffeisen-Boerenleenbank B.A., as Successor Security Agent
Street Address:	Croeselaan 18
City:	Utrecht
State/Country:	NETHERLANDS
Postal Code:	3521 CB
PROPERTY NUMBERS Total: 108	
Property Type	Number
Patent Number:	5921857
Patent Number:	5951391
Patent Number:	5813907
Patent Number:	5609519
Patent Number:	5996481
Patent Number:	5738004
Patent Number:	5709600
Patent Number:	6125991
Patent Number:	5993307
Patent Number:	D397287
Patent Number:	6066035
Patent Number:	5971842
Patent Number:	6129625
Patent Number:	D433924
Patent Number:	6213368

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PATENT  
REEL: 024305 FRAME: 0855

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Patent Number:	5842914
Patent Number:	6056635
Patent Number:	6056636
Patent Number:	6277018
Patent Number:	6086469
Patent Number:	6135870
Patent Number:	6315653
Patent Number:	7033264
Patent Number:	6213863
Patent Number:	6277019
Patent Number:	6467668
Patent Number:	6939573
Patent Number:	7172781
Patent Number:	6290591
Patent Number:	6558241
Patent Number:	6592452
Patent Number:	6299523
Patent Number:	6955830
Patent Number:	6458025
Patent Number:	6558242
Patent Number:	D461293
Patent Number:	6497176
Patent Number:	6589108
Patent Number:	6357346
Patent Number:	6676502
Patent Number:	6572484
Patent Number:	6659854
Patent Number:	6585580
Patent Number:	6659853
Patent Number:	6719621
Patent Number:	6669545
Patent Number:	6843713
Patent Number:	6846234
Patent Number:	7179161
Patent Number:	6638154

Patent Number:	7094141
Patent Number:	7066804
Patent Number:	7001515
Patent Number:	7037437
Patent Number:	6856852
Patent Number:	5575712
Patent Number:	7066803
Patent Number:	7128642
Patent Number:	7241213
Patent Number:	7172502
Patent Number:	7160184
Patent Number:	6471042
Patent Number:	6132304
Patent Number:	5713787
Patent Number:	5462477
Patent Number:	5813905
Patent Number:	5409366
Patent Number:	5183433
Patent Number:	5279516
Patent Number:	5246395
Patent Number:	5306204
Patent Number:	5122091
Patent Number:	5148053
Patent Number:	5201684
Patent Number:	4811459
Patent Number:	5011454
Patent Number:	5160289
Patent Number:	5558573
Patent Number:	5350334
Patent Number:	5083973
Patent Number:	5773060
Patent Number:	5638744
Patent Number:	5664488
Application Number:	10309806
Application Number:	10659409

Application Number:	10659650
Application Number:	10853044
Application Number:	10322838
Application Number:	10800827
Application Number:	11053224
Application Number:	11162172
Application Number:	11739379
Application Number:	10986592
Application Number:	11160751
Application Number:	11053782
Application Number:	11561973
Application Number:	10747630
Application Number:	29252435
Application Number:	11419253
Application Number:	60596779
Application Number:	11538177
Application Number:	09890486
Application Number:	10130618
Application Number:	10149086
Application Number:	11927992
Application Number:	12028320
Application Number:	12029592
Application Number:	10577363

#### CORRESPONDENCE DATA

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-3121 x2348  
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 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	365232-5
NAME OF SUBMITTER:	Jean Paterson

Total Attachments: 60  
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**PATENT**  
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EXECUTION VERSION

DATED 8 APRIL 2010

LANDSBANKI ÍSLANDS HF.  
AS RESIGNING SECURITY AGENT

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.  
AS SUCCESSOR SECURITY AGENT

LANDSBANKI ÍSLANDS HF.  
AS AGENT

THE LENDERS

THE HEDGE COUNTERPARTIES

MAREL HOLDING B.V.  
AS THE COMPANY

MAREL HF. (FORMERLY KNOWN AS MAREL FOOD SYSTEMS HF.)

THE OBLIGORS

AND OTHERS

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SECURITY AGENT RESIGNATION  
AND APPOINTMENT AGREEMENT  
(EXECUTED BY WAY OF A DEED)

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THIS AGREEMENT is dated 8 April 2010 and made by way of deed between:

- (1) **LANDSBANKI ÍSLANDS HF.** as resigning Security Agent (the "**Resigning Security Agent**");
- (2) **LANDSBANKI ÍSLANDS HF.** (the "**Agent**");
- (3) **LANDSBANKI ÍSLANDS HF.** as Mandated Lead Arranger (as defined below);
- (4) **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.** as Fronting Bank (the "**Fronting Bank**");
- (5) **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.**, a cooperative (*Coöperatie*), incorporated under Netherlands law, having its seat (*statutaire zetel*) in Amsterdam and its address at Croeselaan 18, 3521 CB Utrecht, The Netherlands, Chamber of Commerce registration number 30046259 as successor Security Agent (the "**Successor Security Agent**");
- (6) **THE FINANCIAL INSTITUTIONS** listed in the signing pages hereto as Lenders;
- (7) **THE FINANCIAL INSTITUTIONS** listed in the signing pages hereto as Ancillary Lenders;
- (8) **THE FINANCIAL INSTITUTIONS** listed in the signing pages hereto as Hedge Counterparties;
- (9) **MAREL HOLDING B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its seat (*statutaire zetel*) in Amsterdam and its address at Handelstraat 3, 5831 AV Boxmeer, The Netherlands, Chamber of Commerce registration number 34285879 (the "**Company**");
- (10) **MAREL HOLDING, INC.** (formerly known as **MAREL FOOD SYSTEMS HOLDING, INC.**), a company incorporated under the laws of Delaware, having its address at 1209 Orange Street, Wilmington, Newcastle, Delaware, with registered number 4458516
- (11) **MAREL HF.** (formerly known as **MAREL FOOD SYSTEMS HF.**), a company incorporated under the laws of Iceland, having its address at Austurhrauni 9, 210 Gardabaer, Iceland, registered with the commercial register in Iceland under number 620483-0369 ("**Marel**"); and
- (12) **THE COMPANIES** listed in the signing pages hereto as the Obligors.

**RECITALS:**

- (A) This Agreement is entered into in relation to the Intercreditor Agreement (as defined below).
- (B) Pursuant to clause 16.1 (g) (*Resignation of the Security Agent*) of the Intercreditor Agreement, the Majority Senior Lenders (as defined in the Intercreditor Agreement) may, by notice to the Security Agent, require it to resign in accordance with clause 16.1

(b) of the Intercreditor Agreement and may appoint a successor Security Agent in accordance with that clause. The Majority Senior Lenders (as defined in the Intercreditor Agreement) have instructed the Agent that they require the Security Agent to resign and that they wish to appoint a successor Security Agent.

- (C) The Successor Security Agent has agreed to be appointed as successor Security Agent subject to the condition that it is also appointed as successor Agent on the same date pursuant to the Agent Resignation and Appointment Agreement (as defined below).

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Agreement:

"Administrators" means M. Pannevis and H. Sliedrecht in their capacity as administrators (*bewindvoerders*) of Landsbanki Islands hf., Dutch branch, having its registered office in The Netherlands at Clause Debussylaan 175, 1082 MC Amsterdam, The Netherlands, appointed by decision of the Amsterdam District Court of 13 October 2008, whereby Landsbanki Islands hf., Dutch branch, was placed under Netherlands emergency regulations (*noodregeling*).

"Agent Resignation and Appointment Agreement" means the agent resignation and appointment agreement dated on or about the date hereof and made between, among others, Landsbanki Islands hf. as resigning agent and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as successor agent, the form of which is attached hereto as Schedule 2 (*Form of Agent Resignation and Appointment Agreement*).

"Dutch Obligors" means:

- (a) the Company;
- (b) Marel International B.V. (formerly known as Stork Food Systems International B.V.), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its seat (*statutaire zetel*) in Boxmeer, The Netherlands and its address at Handelstraat 3, 5831 AV Boxmeer, The Netherlands, Chamber of Commerce registration number 17138964;
- (c) Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its seat (*statutaire zetel*) in Boxmeer, The Netherlands and its address at Handelstraat 3, 5831 AV Boxmeer, The Netherlands, Chamber of Commerce registration number 16035099;
- (d) Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its seat (*statutaire zetel*) in Boxmeer, The Netherlands and its address at

Handelstraat 3, 5831 AV Boxmeer, The Netherlands, Chamber of Commerce registration number 16059374; and

- (e) Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its seat (*statutaire zetel*) in Oss, The Netherlands and its address at Industrielaan 63, 5349 AE Oss, The Netherlands, Chamber of Commerce registration number 27090748.

**"Dutch Transaction Security Documents"** means the Transaction Security Documents listed in Schedule 1 (*Dutch Transaction Security Documents*).

**"Effective Date"** means the "2010 Effective Date" as defined in the amendment and restatement agreement dated on or about the date hereof in relation to the Facilities Agreement and made between, amongst others, the Agent and the Obligors.

**"Facilities Agreement"** means the EUR 205,000,000 facilities agreement dated 29 April 2008 as amended and restated on 29 May 2009, between, among others, Marel Holding B.V. as the Company, the Borrowers and Guarantors, Landsbanki Islands hf. as Security Agent and Agent and the Lenders (all as defined therein).

**"Intercreditor Agreement"** means the intercreditor agreement dated 29 April 2008 (as amended and restated from time to time) relating to, *inter alia*, the Facilities Agreement between, amongst others, Landsbanki Islands hf. as Agent and Security Agent and the Obligors (all as defined therein).

**"Party"** means a party to this Agreement.

**"Secured Obligations"** has the meaning given thereto in the Dutch Transaction Security Documents.

**"Security Interest"** means a mortgage, charge, right of pledge, lien, guarantee or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect under the laws of any applicable jurisdiction.

**"US Obligors"** means:

- (a) Marel Holding Inc. (formerly known as Marel Food Systems Holding, Inc.);
- (b) Marel Holding, LP (formerly known as Marel Food Systems Holding, LP);
- (c) Marel Meat Processing Inc. (formerly known as Stork Townsend Inc.); and
- (d) Marel Stork Poultry Processing Inc. (formerly known as Stork Gamco Inc.)

**"US Transaction Security Documents"** means:

- (a) a pledge and security agreement dated May 9, 2008, with Marel Holding, LP (formerly known as Marel Food Systems Holding, LP), Marel Stork Poultry Processing Inc. (formerly known as Stork Gamco Inc.) and Marel Meat Processing Inc. (formerly known as Stork Townsend Inc.) as grantors;

- (b) a pledge agreement dated May 7, 2008, with Marel Holding B.V. and Marel Holding Inc. (formerly known as Marel Food Systems Holding, Inc.) as pledgors;
- (c) a supplement to security agreement (trademarks), dated May 13, 2008, executed by Marel Meat Processing Inc. (formerly known as Stork Townsend Inc.);
- (d) a supplement to security agreement (trademarks), dated May 13, 2008, executed by Marel Stork Poultry Processing Inc. (formerly known as Stork Gamco Inc.);
- (e) a supplement to security agreement (patents), dated May 13, 2008, executed by Marel Stork Poultry Processing Inc. (formerly known as Stork Gamco Inc.);
- (f) a supplement to security agreement (patents), dated May 13, 2008, executed by Marel Meat Processing Inc. (formerly known as Stork Townsend Inc.);
- (g) a supplement to security agreement (copyrights), dated May 13, 2008, executed by Marel Meat Processing Inc. (formerly known as Stork Townsend Inc.); and
- (h) a mortgage, assignment of leases and rents, security agreement and fixture filing, dated as of June 2, 2008, by Marel Meat Processing Inc. (formerly known as Stork Townsend Inc.), an Iowa corporation, as grantor, to Landsbanki Islands hf. as grantee.

## 1.2 Construction

- (a) Capitalised terms defined in the Facilities Agreement have, unless expressly defined in this Agreement, the same meaning in this Agreement.
- (b) In this Agreement, unless the contrary intention appears, a reference to a Clause, a Subclause or a Schedule is a reference to the clause, subclause or a schedule to, this Agreement.
- (c) The headings in this Agreement do not affect its interpretation.
- (d) Any "Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees.

## 1.3 Finance Document

In accordance with the Facilities Agreement this Agreement is designated a Finance Document.

## 2. AMENDMENT OF THE INTERCREDITOR AGREEMENT

### 2.1 With effect from the Effective Date:

- (a) clause 15.4 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement shall be governed by Dutch law; and
- (b) accordingly clause 25 (*Governing Law*) of the Intercreditor Agreement shall be deleted in its entirety and replaced by the following new clause 25 (*Governing Law*):

"This Agreement is governed by English law, except for Clause 15.4 (*Parallel Debt (Covenant to pay the Security Agent)*) which shall be governed by Dutch law."

2.2 With effect from the Effective Date, clause 26.1 (*Jurisdiction of English Courts*) of the Intercreditor Agreement shall be deleted in its entirety and replaced by the following new clause 26.1 (*Jurisdiction of Courts*):

- (a) "Except with respect to Clause 15.4 (*Parallel Debt (Covenant to pay the Security Agent)*), the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a "**Dispute**"). This Clause 26.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction.
- (b) All disputes arising out of or in connection with Clause 15.4 (*Parallel Debt (Covenant to pay the Security Agent)*) shall be submitted in first instance to the competent court in Amsterdam, The Netherlands, without prejudice to the rights of any Secured Party to submit any disputes arising out of or in connection with Clause 15.4 (*Parallel Debt (Covenant to pay the Security Agent)*) to any other competent court in The Netherlands or any other jurisdiction (each a "**Parallel Debt Related Dispute**").
- (c) The Parties agree that the courts of England, and where it relates to Clause 15.4 (*Parallel Debt (Covenant to pay the Security Agent)*) in the competent courts of The Netherlands, are the most appropriate and convenient courts to settle Disputes and Parallel Debt Related Disputes respectively and accordingly no Party will argue to the contrary.
- (d) To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions."

### 3. NEW SECURITY AGENT

#### 3.1 Appointment and resignation

With effect from the Effective Date, in accordance with the Intercreditor Agreement, the Resigning Security Agent resigns as Security Agent and the Lenders hereby appoint the Successor Security Agent as Security Agent under each of the Finance Documents in place of the Resigning Security Agent.

#### 3.2 Assignment of Resigning Security Agent's rights

With effect from the Effective Date, and to the extent that such right, title and interest have not been transferred to the Successor Security Agent pursuant to Clause 3.1 (*Appointment and resignation*) above, the Resigning Security Agent solely in its capacity as the Resigning Security Agent assigns absolutely to the Successor Security Agent all of its right, title and interest in, under and to the Finance Documents.

**3.3 Outstanding Payments**

Notwithstanding Clause 3.2 (*Assignment of Resigning Security Agent's rights*), if on the Effective Date there are any outstanding payments under any Fee Letter or in relation to any Finance Document to Landsbanki Islands hf., Amsterdam in its capacity as Security Agent, the outstanding payment(s) will be paid to the Resigning Security Agent notwithstanding the assignment of its rights.

**3.4 Successor Security Agent's Obligations**

With effect from the Effective Date, the Resigning Security Agent is released from all obligations assumed as Security Agent (save, for the avoidance of doubt, for any obligations specified in this Agreement or in any other Finance Document to provide assistance and information to the Successor Security Agent), and the Successor Security Agent assumes, any and all obligations contained in the Finance Documents (other than the Dutch Transaction Security Documents) which are expressed to be obligations of the Security Agent including in any equivalent capacity (however described) in any Transaction Security Document (other than any Dutch Transaction Security Document), provided that the Successor Security Agent shall not be liable to any Party for any acts or omissions of the Resigning Security Agent.

**3.5 Take Over of Contract**

(a) With effect from the Effective Date, the Resigning Security Agent hereby transfers:

(i) its entire legal relationship (*rechtsverhouding*) arising by virtue of clause 15.4 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement, as amended pursuant to Clause 2 (*Amendment of Intercreditor Agreement*) of this Agreement; and

(ii) its entire legal relationship (*rechtsverhouding*) under the Dutch Transaction Security Documents,

to the Successor Security Agent, and the Successor Security Agent hereby accepts such transfers, by way of a take over of contract (*volledige contractsovernemings*) (together the "Take Over of Contract") within the meaning of Article 6:159 Dutch Civil Code ("DCC"); and

(b) each other relevant Party hereby co-operates with (*werkt mee aan*), and gives its consent to, the Take Over of Contract.

**3.6 Dutch Transaction Security Documents and Related Undertakings**  
*IP Pledge*

(a) With effect from the Effective Date and subject to the provisions set out in the IP Pledge, to secure the payment of the Secured Obligations, Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) hereby agree to grant and hereby so grant to the Successor Security Agent, a first ranking right of pledge (*een pandrecht, eerste in rang*) in advance (*bij*

*voorbaat*) in respect of the IP Collateral (as defined in the IP Pledge) qualifying as Future IP Collateral at the Effective Date, which rights of pledge the Successor Security Agent hereby accepts;

- (b) this Agreement will forthwith be submitted by Marel International (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) for registration in each intellectual property register for The Netherlands, the Benelux (as a whole), the European Community (as a whole) or any other jurisdiction in which the rights of pledge created pursuant to the IP Pledge have been registered (the "**Relevant IP Registers**"); and
- (c) under and in connection with this Agreement, Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) will forthwith execute and deliver a notice to the Relevant IP Registers, substantially in the form of Schedule 3 (*Form of IP Notice*).

#### *Bank Accounts Pledges*

- (a) With effect from the Effective Date and subject to the provisions set out in the respective Bank Accounts Pledges, to secure the payment of the Secured Obligations, the Dutch Obligors hereby agree to grant and hereby so grant to the Successor Security Agent, a first ranking right of pledge (*een pandrecht, eerste in rang*) in advance (*bij voorbaat*) in respect of their Rights (as defined in the Bank Accounts Pledges) qualifying as future Rights at the Effective Date, which rights of pledge the Successor Security Agent hereby accepts; and
- (b) under and in connection with this Agreement, the Dutch Obligors will forthwith execute and deliver a notice to the Account Banks (as defined in the Dutch Bank Accounts Pledges), substantially in the form of Schedule 4 (*Form of Bank Accounts Notice*).

#### *Intercompany Receivables Pledges*

- (a) With effect from the Effective Date and subject to the provisions set out in the respective Intercompany Receivables Pledges, to secure the payment of the Secured Obligations, the Dutch Obligors hereby agree to grant and hereby so grant to the Successor Security Agent, a first ranking right of pledge (*een pandrecht, eerste in rang*) in advance (*bij voorbaat*) in respect of their Intercompany Receivables (as defined in the Intercompany Receivables Pledges) qualifying as future Intercompany Receivables at the Effective Date, which rights of pledges the Successor Security Agent hereby accepts; and

- (b) under and in connection with this Agreement, the Dutch Obligors will forthwith execute and deliver a notice to the Debtors (as defined in the Intercompany Receivables Pledges), substantially in the form of Schedule 5 (*Form of Intercompany Receivables Notice*).

#### *Insurance Receivables Pledge*

- (a) With effect from the Effective Date and subject to the provisions set out in the Insurance Receivables Pledge, to secure the payment of the Secured Obligations, Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) hereby agree to grant and hereby so grant to the Successor Security Agent, a first ranking right of pledge (*een pandrecht, eerste in rang*) in advance (*bij voorbaat*) in respect of the Insurance Receivables (as defined in the Insurance Receivables Pledge) qualifying as future Insurance Receivables at the Effective Date, which rights of pledge the Successor Security Agent hereby accepts; and
- (b) under and in connection with this Agreement, Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) will forthwith execute and deliver a notice to the Debtors (as defined in the Insurance Receivables Pledge), substantially in the form of Schedule 6 (*Form of Insurance Receivables Notice*).

#### *Receivables Pledge*

- (a) Under and in connection with this Agreement, Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) will at the Effective Date execute a Supplemental Deed of Pledge (as defined in the Receivables Pledge) for the benefit of the Successor Security Agent;
- (b) Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) will forthwith provide the Successor Security Agent with (i) a copy of the executed Supplemental Deed of Pledge (as defined in the Receivables Pledge) and (ii) a copy of the letter whereby this Supplemental Deed of Pledge (as defined in the Receivables Pledge) has been offered for registration with the Tax Authorities (*Belastingdienst*); and

- (c) Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) will forthwith, upon the receipt of the Supplemental Deed of Pledge (as defined in the Receivables Pledge) containing evidence of registration, provide the Successor Security Agent with a copy of this registered Supplemental Deed of Pledge (as defined in the Receivables Pledge).

*Pledge of Acquisition Rights*

- (a) With effect from the Effective Date and subject to the provisions set out in the Pledge of Acquisition Rights, to secure the payment of the Secured Obligations, Marel Holding B.V. hereby agrees to grant and hereby so grants to the Successor Security Agent, a first ranking right of pledge (*een pandrecht, eerste in rang*) in advance (*bij voorbaat*) in respect of the Rights (as defined in the Pledge of Acquisition Rights) qualifying as future Rights at the Effective Date, which right of pledge the Successor Security Agent hereby accepts; and
- (b) under and in connection with this Agreement, Marel Holding B.V. will forthwith execute and deliver a notice letter to the Debtors (as defined in the Pledge of Acquisition Rights), substantially in the form of Schedule 7 (*Form of Acquisition Rights Notice*).

*Movable Assets Pledge*

With effect from the Effective Date and subject to the provisions set out in the Movable Assets Pledge, to secure the payment of the Secured Obligations, Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) hereby agree to grant and hereby so grant to the Successor Security Agent, a first ranking right of pledge (*een pandrecht, eerste in rang*) in advance (*bij voorbaat*) in respect of the Movable Assets (as defined in the Movable Assets Pledge) qualifying as future Movable Assets at the Effective Date, which right of pledge the Successor Security Agent hereby accepts.

*Share Pledges*

The Dutch Obligors hereby undertake:

- (a) to forthwith have their shareholders' register updated, reflecting the following name and address details of the Successor Security Agent as pledgee under the Share Pledges: Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., having its seat (*statutaire zetel*) in Amsterdam and its address at Croeselaan 18, 3521 CB, Utrecht, The Netherlands, Chamber of Commerce registration number 30046259; and
- (b) acknowledge that with effect from the Effective Date the Successor Security Agent is the transferee of the Voting Rights (as defined in the Share Pledges)

attached to the shares of the Dutch Obligors and shall be entitled to exercise such Voting Rights (as defined in the Share Pledges) under the conditions precedent (*opschortende voorwaarden*) set out in the Share Pledges (the "Take Over Transfer of Voting Rights").

To the extent required and in accordance with Article 2:198 paragraph 3 DCC, in conjunction with the relevant provisions of the articles of association of the relevant Dutch Obligors:

- (a) Marel hf. acting in its capacity of sole shareholder, and constituting the general meeting of shareholders, of Marel Holding B.V. hereby approves by means of a written resolution adopted outside a meeting in accordance with Article 2:238 DCC and the relevant provisions of the articles of association of Marel Holding B.V., the Take Over Transfer of Voting Rights, in respect of which resolution the members of the management board (*bestuur*) of Marel Holding B.V. have been given the opportunity to cast an advisory vote; and
- (b) Marel Holding B.V. acting in its capacity of sole shareholder, and constituting the general meeting of shareholders, of respectively Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) (the "Share Pledge Companies") hereby approves by means of written resolutions adopted outside a meeting in accordance with Article 2:238 DCC and the relevant provisions of the articles of association of the Share Pledge Companies, each Take Over Transfer of Voting Rights, in respect of which resolutions the members of the management board (*bestuur*) of the Share Pledge Companies have been given the opportunity to cast an advisory vote.

#### *Mortgage Deed*

Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) will:

- (a) instruct a Dutch law civil notary (*notaris*) to prepare an official report (*proces-verbaal*), together with a certified Dutch translation of an extract of this Agreement, containing the parts of this Agreement that are pertinent to the Mortgage Deed, and on or forthwith after the Effective Date submit the said official report and translation for registration to the Land Register in The Netherlands; and
- (b) as soon as the registration referred to under paragraph (a) above has been effected provide the Successor Security Agent with evidence thereof.

#### *Tax Authorities*

The Parties agree that this Agreement will be submitted for registration with the Tax Authorities (*Belastingdienst*) upon the execution of this Agreement by the Successor Security Agent.

### *Powers of Attorney*

- (a) The Dutch Obligors and Marel have granted several powers of attorney to the Resigning Security Agent under the Dutch Transaction Security Documents (the "**Existing Powers of Attorney**"). The Dutch Obligors and Marel hereby, with effect from the Effective Date, irrevocably appoint the Successor Security Agent as their attorney (with full power of substitution) on terms and conditions identical to the Existing Powers of Attorney;
- (b) the Dutch Obligors and Marel hereby irrevocably appoint the Successor Security Agent as their attorney (with full power of substitution) to on their behalf give any of the notifications, perform all such acts and effect all of the registrations referred to in this Clause 3.6 (*Dutch Transaction Security Documents and related undertakings*), as well as instruct on their behalf a Dutch civil notary (*notaris*) and a certified translator as envisaged in relation to the Mortgage Deed under this Clause 3.6 (*Dutch Transaction Security Documents and related undertakings*);
- (c) the Dutch Obligors and Marel hereby declare that the appointments referred to under (a) and (b) above also apply to situations where the Successor Security Agent (also) acts as the Dutch Obligors' or Marel Food Systems' counterparty within the meaning of Article 3:68 DCC or as representative of the Dutch Obligors' or Marel's counterparty;
- (d) Parties agree that with effect from the Effective Date, the Resigning Security Agent shall have no further rights under or pursuant to the Existing Powers of Attorney; and
- (e) the Resigning Security Agent hereby irrevocably appoints the Successor Security Agent as its attorney (with full power of substitution) to on its behalf perform all such acts and obligations as the Successor Agent may deem necessary or useful in respect of the Dutch Transaction Security Documents and this Agreement.

### 3.7 **Confirmation of Security**

#### (a) **Dutch Transaction Security Documents**

The Successor Security Agent, the Dutch Obligors and Marel each agree and confirm that with effect from the Effective Date:

- (i) each of the Dutch Transaction Security Documents continues to be effective as having created the Security as described and defined therein and the Security (present and future) created by each of the Dutch Transaction Security Documents shall continue to secure the (present and future) payment and performance, as the case may be, of all Secured Obligations (as defined in each such Dutch Transaction Security Document) including all present and future obligations owed by the Obligors (as defined in the Intercreditor Agreement) to the Security Agent (as defined in the Intercreditor Agreement) pursuant to clause 15.4

(*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement; and

- (ii) the Security created by each of the Dutch Transaction Security Documents together with all present and future Security Interests arising thereunder will be held by the Successor Security Agent as Pledgee or Mortgagee (as defined in the Dutch Transaction Security Documents).

(b) **US Transaction Security Documents**

The Successor Security Agent, the US Obligors, the Company and Marel each agree and confirm that with effect from the Effective Date:

- (i) each of the US Transaction Security Documents continues to be effective as having created the Security Interest as described and defined therein and the Security Interest (present and future) created by each of the US Transaction Security Documents shall continue to secure the (present and future) payment and performance, as the case may be, of all Secured Liabilities (as defined in each such US Transaction Security Document); and
- (ii) the Security created by each of the US Transaction Security Documents together with all present and future Security Interests arising thereunder will be held by the Successor Security Agent as Security Agent and in any equivalent capacity however described in the US Transaction Security Documents (as the case may be).

3.8 **Consent to procedure**

Each Party (other than the Resigning Security Agent) hereby:

- (a) gives its consent to the resignation and appointment under this Agreement;
- (b) gives its consent to the assignment and the assumption under this Agreement; and
- (c) shall at its own expense, execute such agreements, deeds, confirmations and notices and do all such assurances, powers of attorney, acts and things that may be required in connection with the Take Over of Contract and/or for giving full effect to this Agreement.

3.9 **Notice of change in Agent and assignment of Resigning Security Agent's rights**

Each Party (other than the Resigning Security Agent and Successor Security Agent) acknowledges that this Clause constitutes notice to it of the resignation of the Resigning Security Agent and the appointment of the Successor Security Agent and, if required notice of any assignment under Clause 3.2 (*Assignment of Resigning Security Agent's rights*) in each case with effect from the Effective Date.

4. **REPRESENTATIONS AND WARRANTIES BY THE ADMINISTRATORS**

The Administrators represent and warrant to each of the parties hereto on the date hereof and on the Effective Date that they have the power to enter into, perform and deliver, and

have taken all necessary action to authorise the entry into, performance and delivery of this Agreement and the transactions contemplated hereby in each case on behalf of Landsbanki Islands hf. in each of its capacities hereto.

**5. FURTHER ASSURANCES**

The Resigning Security Agent must as soon as possible on receipt of a request in writing by the Successor Security Agent make available to the Successor Security Agent such documents and records and provide such assistance as the Successor Security Agent may reasonably request for the purposes of performing its functions as the Security Agent under the Finance Documents.

**6. NOTICES**

(a) For the purposes of Clause 21.2 (*Addresses*) of the Intercreditor Agreement, the Successor Agent hereby notifies the Company that with effect from the Effective Date the address and fax number (and the department or officer for whose attention the communication is to be made) of the Successor Agent for any communication or document to be made or delivered to it as Agent under or in connection with the Finance Documents is:

(a) Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International),  
Agency Desk, Corporates Operations & Services (UC-Z 0032),  
PO Box 17100,  
3500 HG Utrecht,  
The Netherlands

**7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**8. GOVERNING LAW**

This Agreement is governed by English law, provided that Clause 3.5 (*Take Over of Contract*), Clause 3.6 (*Dutch Transaction Security Documents and related undertakings*) and Clause 3.7 (*Confirmation of Security*) shall be governed by Dutch law.

**9. ENFORCEMENT**

(a) Except with regard to Clause 3.5 (*Take Over of Contract*), Clause 3.6 (*Dutch Transaction Security Documents and related undertakings*) and Clause 3.7 (*Confirmation of Security*), the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a "**Dispute**"). This Clause 9(a) is for the benefit of the Successor Security Agent only. As a result, the Successor Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction.

- (b) All disputes arising out of or in connection with Clause 3.5 (*Take Over of Contract*), Clause 3.6 (*Dutch Transaction Security Documents and related undertakings*) and Clause 3.7 (*Confirmation of Security*) shall be submitted in first instance to the competent court in Amsterdam, The Netherlands, without prejudice to the rights of the Successor Security Agent to submit any disputes arising out of or in connection with Clause 3.5 (*Take Over of Contract*), Clause 3.6 (*Dutch Transaction Security Documents and related undertakings*) and Clause 3.7 (*Confirmation of Security*) to any other competent court in The Netherlands or any other jurisdiction (each a "**Dutch Dispute**").
- (c) The Parties agree that the courts of England, and where it relates to Clause 3.5 (*Take Over of Contract*), Clause 3.6 (*Dutch Transaction Security Documents and related undertakings*) and Clause 3.7 (*Confirmation of Security*) the competent courts of The Netherlands, are the most appropriate and convenient courts to settle Disputes and Dutch Disputes respectively and accordingly no Party will argue to the contrary.
- (d) To the extent allowed by law, the Successor Security Agent may take concurrent proceedings in any number of jurisdictions.

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement and is executed and delivered as a deed.

**SCHEDULE 1**  
**DUTCH TRANSACTION SECURITY DOCUMENTS**

1. A deed of pledge of shares dated 6 May 2008 between Marel hf. (formerly known as Marel Food Systems hf.) as Pledgor, Landsbanki Islands hf. as Pledgee and Marel Holding B.V. as the company in which the shares are being pledged (all as defined therein);
  2. a deed of pledge of shares dated 13 May 2008 between Marel Holding B.V. as Pledgor, Landsbanki Islands hf. as Pledgee and Marel International B.V. (formerly known as Stork Food Systems International B.V.) as the company in which the shares are being pledged (all as defined therein);
  3. a deed of pledge of shares dated 13 May 2008 between Marel Holding B.V. as Pledgor, Landsbanki Islands hf. as Pledgee and Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.) as the company in which the shares are being pledged (all as defined therein);
  4. a deed of pledge of shares dated 13 May 2008 between Marel Holding B.V. as Pledgor, Landsbanki Islands hf. as Pledgee and Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) as the company in which the shares are being pledged (all as defined therein);
  5. a deed of pledge of shares dated 13 May 2008 between Marel Holding B.V. as Pledgor, Landsbanki Islands hf. as Pledgee and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as the company in which the shares are being pledged (all as defined therein);
- (the documents referred to under 1 up to and including 5 of this Schedule are together referred to as the **"Share Pledges"**)
6. a disclosed pledge of inter-company loans dated 20 May 2008 by and between Marel Holding B.V. as Pledgor and Landsbanki Islands hf. as Pledgee (all as defined therein);
  7. a disclosed pledge of inter-company loans dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Islands hf. as Pledgee (all as defined therein);
- (the documents referred to under 6 and 7 of this Schedule are together referred to as the **"Intercompany Receivables Pledges"**)
8. a disclosed pledge of bank accounts dated 20 May 2008 by and between Marel Holding B.V. as Pledgor and Landsbanki Islands hf. as Pledgee (all as defined therein);
  9. a disclosed pledge of bank accounts dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend

Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Islands hf. as Pledgee (all as defined therein)

10. a disclosed pledge of a cash collateral account dated 29 May 2009 by and between Marel hf. (formerly known as Marel Food Systems hf.) as Pledgor, Landsbanki Islands hf. as Pledgee and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Account Bank (all as defined therein);

(the documents referred to under 8, 9 and 10 of this Schedule are together referred to as the **"Bank Accounts Pledges"**)

11. a disclosed pledge of receivables under the acquisition documents dated 20 May 2008 by and between Marel Holding B.V. as Pledgor and Landsbanki Islands hf. as Pledgee (all as defined therein) (the **"Pledge of Acquisition Rights"**);
12. a pledge of moveable assets dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Islands hf. as Pledgee (all as defined therein) (the **"Movable Assets Pledge"**);
13. an undisclosed pledge of receivables dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Islands hf. as Pledgee (all as defined therein) (the **"Receivables Pledge"**);
14. a deed of pledge of insurance receivables dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Islands hf. as Pledgee (all as defined therein) (the **"Insurance Receivables Pledge"**);
15. a deed of pledge of intellectual property rights dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Islands hf. as Pledgee (all as defined therein) (the **"IP Pledge"**); and
16. a deed of mortgage of real property dated 20 May 2008 between Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.) and Marel Meat Processing B.V. (Formerly known as Stork Townsend B.V.) as Mortgagors and Landsbanki Islands HF. as Mortgagee (all as defined therein) (the **"Mortgage Deed"**).

**SCHEDULE 2**  
**FORM OF AGENT RESIGNATION AND APPOINTMENT AGREEMENT**

**SCHEDULE 3**  
**FORM OF IP NOTICE**

To: [Relevant IP Register]

[DATE]

Ladies and Gentlemen,

We refer to (i) a Dutch law agreement of pledge of intellectual property rights dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Íslands hf. as Pledgee (all as defined therein) (the "**IP Pledge**") and (ii) a security agent resignation and appointment agreement dated [•] April 2010 between, amongst others Landsbanki Íslands hf. as Resigning Security Agent and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Successor Security Agent (all as defined therein) (the "**Letter**").

As you will have noticed in the press, Landsbanki Íslands hf. was, amongst others, placed under Netherlands emergency regulations (*noodregeling*) and similar measures in Iceland. In connection with this situation we hereby inform you that as of [•] April 2010 Landsbanki Íslands hf. has resigned as security agent and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has been appointed as security agent in its place. Consequently, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has replaced Landsbanki Íslands hf. as pledgee under the IP Pledge.

Pursuant to the IP Pledge and the Letter, rights of pledge in favour of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as pledgee have been (or are to be) created by us over all our present and future intellectual property rights in any country or jurisdiction.

We should be grateful if you could update your registers (as applicable) to refer to Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as the pledgee under the IP Pledge and the Letter.

Yours faithfully,

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**Marel International B.V. (formerly known as Stork Food Systems International B.V.)**  
(Authorised Signatory)

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**Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.)**  
(Authorised Signatory)

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**Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.)**  
(Authorised Signatory)

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**Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.)**  
(Authorised Signatory)

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**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**  
(Authorised signatories)

**SCHEDULE 4**  
**FORM OF BANK ACCOUNTS NOTICE**

To: [Account Bank]

[DATE]

Ladies and Gentlemen,

We refer to (i) a Dutch law agreement of disclosed pledge of bank accounts dated 20 May 2008 by and between Marel Holding B.V. as Pledgor and Landsbanki Íslands hf. as Pledgee (all as defined therein), (ii) a Dutch law agreement of disclosed pledge of bank accounts dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Íslands hf. as Pledgee (all as defined therein) and (iii) a Dutch law agreement of disclosed pledge of a cash collateral account dated 29 May 2009 by and between Marel hf. (formerly known as Marel Food Systems hf.) as Pledgor, Landsbanki Íslands hf. as Pledgee and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Account Bank (all as defined therein) (together referred to as the "**Bank Accounts Pledges**"), as well as (iv) a security agent resignation and appointment agreement dated [•] April 2010 between, amongst others Landsbanki Íslands hf. as Resigning Security Agent, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Successor Security Agent (all as defined therein) (the "**Letter**").

As you will have noticed in the press, Landsbanki Íslands hf. was, amongst others, placed under Netherlands emergency regulations (*noodregeling*) and similar measures in Iceland. In connection with this situation we hereby inform you that as of [•] April 2010 Landsbanki Íslands hf. has resigned as security agent and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has been appointed as security agent in its place. Consequently, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has replaced Landsbanki Íslands hf. as pledgee under the Bank Accounts Pledges.

Pursuant to the Bank Accounts Pledges and the Letter, rights of pledge in favour of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as pledgee have been (or are to be) created over all our present and future rights (*vorderingen*) vis-à-vis yourselves.

We should be grateful if you could update your registers (as applicable) to refer to Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as the pledgee under the Bank Accounts Pledges and the Letter and if you could countersign this notice for acknowledgement of receipt and return the same to us at your earliest convenience.

Yours faithfully,

\_\_\_\_\_  
**Marel Holding B.V.**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel International B.V. (formerly known as Stork Food Systems International B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel hf. (formerly known as Marel Food Systems hf.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**  
(Authorised signatories)

For acknowledgement of receipt  
For and on behalf of [Account Bank]

\_\_\_\_\_  
By:  
Title:  
Date:

\_\_\_\_\_  
By:  
Title:  
Date:

**SCHEDULE 5**  
**FORM OF INTERCOMPANY RECEIVABLES NOTICE**

To: [Intercompany Debtors]

[DATE]

Ladies and Gentlemen,

We refer to (i) a Dutch law agreement of disclosed pledge of inter-company loans dated 20 May 2008 by and between Marel Holding B.V. as Pledgor and Landsbanki Íslands hf. as Pledgee (all as defined therein) and (ii) a Dutch law agreement of disclosed pledge of inter-company loans dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Íslands hf. as Pledgee (all as defined therein) (together referred to as the "**Intercompany Receivables Pledges**"), as well as (iii) a security agent resignation and appointment agreement dated [•] April 2010 between, amongst others Landsbanki Íslands hf. as Resigning Security Agent and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Successor Security Agent (all as defined therein) (the "**Letter**").

As you will have noticed in the press, Landsbanki Íslands hf. was, amongst others, placed under Netherlands emergency regulations (*noodregeling*) and similar measures in Iceland. In connection with this situation we hereby inform you that as of [•] April 2010, Landsbanki Íslands hf. has resigned as security agent and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has been appointed as security agent in its place. Consequently, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has replaced Landsbanki Íslands hf. as pledgee under the Intercompany Receivables Pledges.

Pursuant to the Intercompany Receivables Pledges and the Letter, rights of pledge in favour of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as pledgee have been (or are to be) created over all present and future intercompany receivables which are due or may become due by you to any Pledgor.

We should be grateful if you could countersign this notice for acknowledgement of receipt and return the same to us at your earliest convenience.

Yours faithfully,

**Marel Holding B.V.**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel International B.V. (formerly known as Stork Food Systems International B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**  
(Authorised signatories)

For acknowledgement of receipt  
for and on behalf of [Intercompany Debtor]

\_\_\_\_\_  
By:  
Title:  
Date:

\_\_\_\_\_  
By:  
Title:  
Date:

**SCHEDULE 6**  
**FORM OF INSURANCE RECEIVABLES NOTICE**

To: [Debtors]

[DATE]

Ladies and Gentlemen,

We refer to (i) a Dutch law agreement of pledge of insurance receivables dated 20 May 2008 by and between Marel International B.V. (formerly known as Stork Food Systems International B.V.), Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.), Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.) and Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.) as Pledgors and Landsbanki Íslands hf. as Pledgee (all as defined therein) (the "**Insurance Receivables Pledge**") and (ii) a security agent resignation and appointment agreement dated [•] April 2010 between, amongst others Landsbanki Íslands hf. as Resigning Security Agent, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as successor Security Agent (all as defined therein) (the "**Letter**").

As you will have noticed in the press, Landsbanki Íslands hf. was, amongst others, placed under Netherlands emergency regulations (*noodregeling*) and similar measures in Iceland. In connection with this situation we hereby inform you that as of [•] April 2010 Landsbanki Íslands hf. has resigned as security agent and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has been appointed as security agent in its place. Consequently, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has replaced Landsbanki Íslands hf. as pledgee under the Insurance Receivables Pledge.

Pursuant to the Insurance Receivables Pledge and the Letter, rights of pledge in favour of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as pledgee have been (or are to be) created over all present and future insurance receivables which are due or may become due by you to any Pledgor.

We should be grateful if you could update your registers and any relevant policies (as applicable) to refer to Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as the pledgee under the Insurance Receivables Pledge and the Letter and if you could countersign this notice for acknowledgement of receipt and return the same to us at your earliest convenience.

Yours faithfully,

---

**Marel Holding B.V.**  
(Authorised Signatory)

---

**Marel International B.V. (formerly known as Stork Food Systems International B.V.)**

(Authorised Signatory)

\_\_\_\_\_  
**Marel Stork Poultry Processing B.V. (formerly known as Stork PMT B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel Townsend Further Processing B.V. (formerly known as Stork Titan B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**Marel Meat Processing B.V. (formerly known as Stork Townsend B.V.)**  
(Authorised Signatory)

\_\_\_\_\_  
**[Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.]**  
(Authorised signatories)

For acknowledgement of receipt  
For and on behalf of [Debtor]

\_\_\_\_\_  
By:  
Title:  
Date:

\_\_\_\_\_  
By:  
Title:  
Date:

**SCHEDULE 7**  
**FORM OF ACQUISITION RIGHTS NOTICE**

To: [Debtors]

[DATE]

Ladies and Gentlemen,

We refer to (i) a Dutch law agreement of disclosed pledge of receivables under the acquisition documents dated 20 May 2008 by and between Marel Holding B.V. as Pledgor and Landsbanki Íslands hf. as Pledgee (all as defined therein) (the "**Pledge of Acquisition Rights**") and (ii) a security agent resignation and appointment agreement dated [•] April 2010 between, amongst others Landsbanki Íslands hf. as Resigning Security Agent, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as successor Security Agent (all as defined therein) (the "**Letter**").

As you will have noticed in the press, Landsbanki Íslands hf. was, amongst others, placed under Netherlands emergency regulations (*noodregeling*) and similar measures in Iceland. In connection with this situation we hereby inform you that as of [•] April 2010 Landsbanki Íslands hf. has resigned as security agent and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.] has been appointed as security agent in its place. Consequently, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. has replaced Landsbanki Íslands hf. as pledgee under the Pledge of Acquisition Rights.

Pursuant to the Pledge of Acquisition Rights and the Letter, rights of pledge in favour of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as pledgee have been (or are to be) created over all present and future rights (*vorderingen*) which are due or may become due by you to Marel Holding B.V.

We should be grateful if you could countersign this notice for acknowledgement of receipt and return the same to us at your earliest convenience.

Yours faithfully,

---

**Marel Holding B.V.**  
(Authorised Signatory)

---

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**  
(Authorised signatories)

For acknowledgement of receipt  
For and on behalf of [Debtor]

\_\_\_\_\_  
By:  
Title:  
Date:

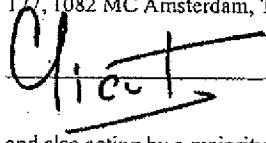
\_\_\_\_\_  
By:  
Title:  
Date:

SIGNATURES

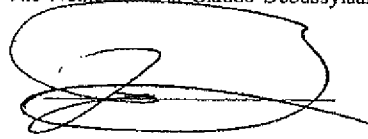
The Resigning Security Agent

Executed as a deed by LANDSBANKI ÍSLANDS HF.

Acting by M. Pannevis and H. Sliedrecht in their capacity of administrators (*bewindvoerders*) of Landsbanki Islands hf. having its registered office in The Netherlands at Claude Debussylaan 175-177, 1082 MC Amsterdam, The Netherlands.



H. Sliedrecht



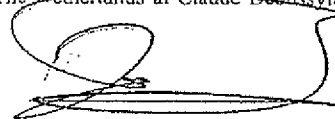
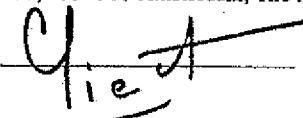
and also acting by a majority of the members of its Resolution Committee:

By: J.R. Berkenbosch as  
proxy of M. Pannevis

The Agent

Executed as a deed by LANDSBANKI ÍSLANDS HF.

Acting by M. Pannevis and H. Sliedrecht in their capacity of administrators (*bewindvoerders*) of Landsbanki Islands hf. having its registered office in The Netherlands at Claude Debussylaan 175-177, 1082 MC Amsterdam, The Netherlands.



and also acting by a majority of the members of its Resolution Committee:

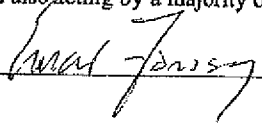
**SIGNATURES**

**The Resigning Security Agent**

**Executed as a deed by LANDSBANKI ÍSLANDS HF.**

Acting by M. Pannevis and H. Sliedrecht in their capacity of administrators (*bewindvoerders*) of Landsbanki Islands hf. having its registered office in The Netherlands at Claude Debussylaan 175-177, 1082 MC Amsterdam, The Netherlands.

\_\_\_\_\_  
and also acting by a majority of the members of its Resolution Committee:

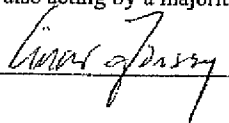
  
\_\_\_\_\_

**The Agent**

**Executed as a deed by LANDSBANKI ÍSLANDS HF.**

Acting by M. Pannevis and H. Sliedrecht in their capacity of administrators (*bewindvoerders*) of Landsbanki Islands hf. having its registered office in The Netherlands at Claude Debussylaan 175-177, 1082 MC Amsterdam, The Netherlands.

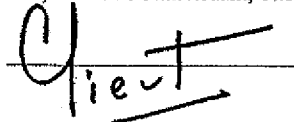
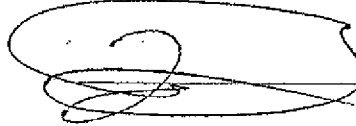
\_\_\_\_\_  
and also acting by a majority of the members of its Resolution Committee:

  
\_\_\_\_\_

The Mandated Lead Arranger

Executed as a deed by LANDBANKI ÍSLANDS HF.

Acting by M. Pannevis and H. Sliedrecht in their capacity of administrators (*bewindvoerders*) of Landsbanki Islands hf. having its registered office in The Netherlands at Claude Debussylaan 175-177, 1082 MC Amsterdam, The Netherlands.

A handwritten signature, likely of M. Pannevis, written in black ink over a horizontal line.A handwritten signature, likely of H. Sliedrecht, written in black ink over a horizontal line.

and also acting by a majority of the members of its Resolution Committee:

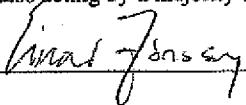
**The Mandated Lead Arranger**

**Executed as a deed by LANDSBANKI ÍSLANDS HF.**

Acting by M. Pannevis and H. Sliedrecht in their capacity of administrators (*bewindvoerders*) of Landsbanki Islands hf. having its registered office in The Netherlands at Claude Debussylaan 175-177, 1082 MC Amsterdam, The Netherlands.

\_\_\_\_\_

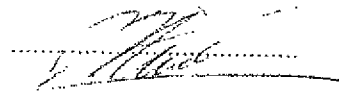
and also acting by a majority of the members of its Resolution Committee:

  
\_\_\_\_\_

The Successor Security Agent

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.

Executed as a deed by:



P.G. Maaten  
Head of Agency Desk  
Rabobank International



E. van Loopik  
Senior Officer Agency Desk  
Rabobank International

**The Lenders**

**Bacchus 2007-1 PLC**

Executed as a deed by:



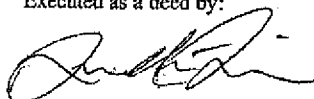
Jonathan Lavinier  
Manager



Daniel Gooch  
Manager

**Bacchus 2008-1 PLC**

Executed as a deed by:



Jonathan Lavinier  
Manager



Daniel Gooch  
Manager

**Banque LBLux S.A.**

Executed as a deed by:

.....

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**

Executed as a deed by:

.....

**Commerzbank International S.A.**

Executed as a deed by:

.....

**The Lenders**

**Bacchus 2007-1 PLC**

Executed as a deed by:

.....


**Bacchus 2008-1 PLC**

Executed as a deed by:

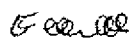
.....

**Banque LBLux S.A.**

Executed as a deed by:

 Hanne Andersen

Ellen Rohles



.....

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**

Executed as a deed by:

.....

**Commerzbank International S.A.**

Executed as a deed by:

.....

**The Lenders**

**Bacchus 2007-I PLC**

Executed as a deed by:

.....

**Bacchus 2008-I PLC**

Executed as a deed by:

.....

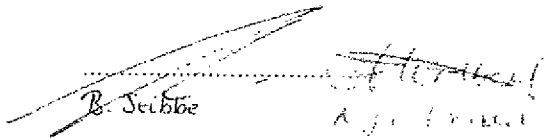
**Banque LBLux S.A.**

Executed as a deed by:

.....

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**

Executed as a deed by:

  
B. Seibbe      A. J. L. M. L.

**Commerzbank International S.A.**

Executed as a deed by:

.....

**The Lenders**

**Bacchus 2007-1 PLC**

Executed as a deed by:

.....

**Bacchus 2008-1 PLC**

Executed as a deed by:

.....

**Banque LBLux S.A.**

Executed as a deed by:

.....



**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**

Executed as a deed by:

.....

**Commerzbank International S.A.**

Executed as a deed by:

   
.....  
Stephan Wurm  
Manager Corporates International

Herbert Heinz  
Vice President

Friesland Bank N.V.

Executed as a deed by:

  
M. ZANASMA  
GE Corporate Finance Bank SAS

Executed as a deed by:

.....

HSH Nordbank AG, Copenhagen Branch

Executed as a deed by:

.....

IKB Deutsche Industriebank AG, London Branch

Executed as a deed by:

.....

ING Bank N.V., Corporate Clients

Executed as a deed by:

.....

Investkredit AG

Executed as a deed by:

.....

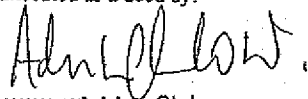
**Friesland Bank N.V.**

Executed as a deed by:

.....

**GE Corporate Finance Bank SAS**

Executed as a deed by:



.....  
Adrian Clotow

**Authorised Signatory**

**HSH Nordbank AG, Copenhagen Branch**

Executed as a deed by:

.....

**IKB Deutsche Industriebank AG, London Branch**

Executed as a deed by:

.....

**ING Bank N.V., Corporate Clients**

Executed as a deed by:

.....

**Investkredit AG**

Executed as a deed by:

.....

Friesland Bank N.V.

Executed as a deed by:

.....

GE Corporate Finance Bank SAS

Executed as a deed by:

.....

HSN Nordbank AG, Copenhagen Branch

Executed as a deed by:



Jens Babenderer 7/4/10

  
Olafur Lárusson

IKB Deutsche Industriebank AG, London Branch

Executed as a deed by:

.....

ING Bank N.V., Corporate Clients

Executed as a deed by:

.....

Investkredit AG

Executed as a deed by:

.....

**Friesland Bank N.V.**

Executed as a deed by:

.....

**GE Corporate Finance Bank SAS**

Executed as a deed by:

.....

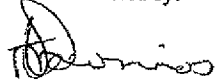
**HSH Nordbank AG, Copenhagen Branch**

Executed as a deed by:

.....

**IKB Deutsche Industriebank AG, London Branch**

Executed as a deed by:



*Marios Stavrinou*

  
David Ardron  
Director

**ING Bank N.V., Corporate Clients**

Executed as a deed by:

.....

**Investkredit AG**

Executed as a deed by:

.....

**Friesland Bank N.V.**

Executed as a deed by:

.....

**GE Corporate Finance Bank SAS**

Executed as a deed by:

.....

**HSH Nordbank AG, Copenhagen Branch**

Executed as a deed by:

.....

**IKB Deutsche Industriebank AG, London Branch**

Executed as a deed by:

.....

**ING Bank N.V., Corporate Clients**

Executed as a deed by:

.....  
*Arnaud van der Lingen*

*M.P. Kalkhof*

M.P. Kalkhof  
Director

**Investkredit AG**

Executed as a deed by:

.....

Friesland Bank N.V.

Executed as a deed by:

.....

GE Corporate Finance Bank SAS

Executed as a deed by:

.....

HSH Nordbank AG, Copenhagen Branch

Executed as a deed by:

.....

IKB Deutsche Industriebank AG, London Branch

Executed as a deed by:

.....

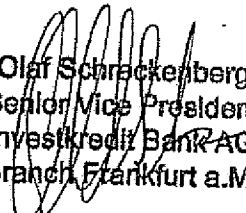
ING Bank N.V., Corporate Clients

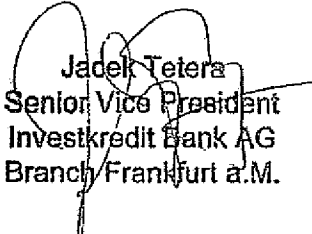
Executed as a deed by:

.....

Investkredit AG

Executed as a deed by:

  
Olaf Schröckenberg  
Senior Vice President  
Investkredit Bank AG  
Branch Frankfurt a.M.

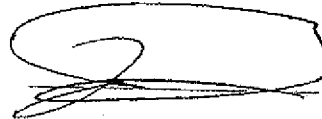
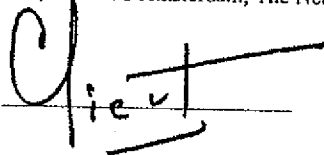
  
Jacek Tetera  
Senior Vice President  
Investkredit Bank AG  
Branch Frankfurt a.M.

Frankfurt, den 7. April 2010  
AMS DAM-1-610672-v16

Landsbanki Islands hf.

Executed as a deed by:

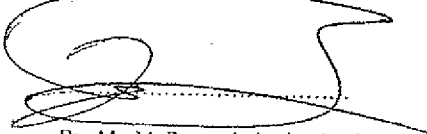
Acting by M. Pannevis and H. Slidrecht in their capacity of administrators (*bewindvoerders*) of Landsbanki Islands hf. having its registered office in The Netherlands at Claude Debussylaan 175-177, 1082 MC Amsterdam, The Netherlands.



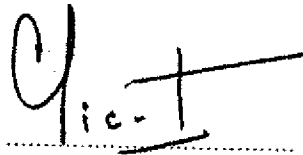
and also acting by a majority of the members of its Resolution Committee:

Sorbus Funding I B.V.

Executed as a deed by:



By: Mr. M. Pannevis (acting in his  
capacity of administrator of  
Landsbanki NL)  
Title: director



By: Mr. H. Slidrecht (acting in his  
capacity of administrator of  
Landsbanki NL)  
Title: director

**Landsbanki Islands hf.**

Executed as a deed by:

Acting by M. Pannevis and H. Slidrecht in their capacity of administrators (*bewindvoerders*) of Landsbanki Islands hf. having its registered office in The Netherlands at Claude Debussylaan 175-177, 1082 MC Amsterdam, The Netherlands.

\_\_\_\_\_

and also acting by a majority of the members of its Resolution Committee:

\_\_\_\_\_

**Sorbus Funding I B.V.**

Executed as a deed by:

.....

By: Mr. M. Pannevis (acting in his  
capacity of administrator of  
Landsbanki NL)

Title: director

.....

By: Mr. H. Slidrecht (acting in his  
capacity of administrator of  
Landsbanki NL)

Title: director

**The Ancillary Lenders**

Executed as a deed by

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**

*[Handwritten signature]*

**The Hedge Counterparties**

Executed as a deed by

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**

*[Handwritten signature]*

**The Fronting Bank**


Executed as a deed by

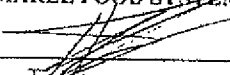
**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.**

*[Handwritten signature]*

Marel hf. (formerly known as Marel Food Systems hf.)

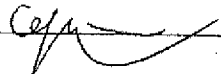
Executed as a deed by MAREL HF. (formerly known as MAREL FOOD SYSTEMS HF.)

By:   
E.J. Kammer, CEO

By:   
T. MOEN  
CEO

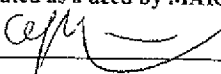
Marel Holding Inc. (formerly known as Marel Food Systems Holding, Inc.)

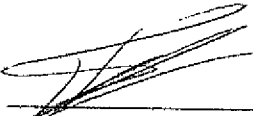
\* Executed as a deed by MAREL HOLDING INC. (formerly known as MAREL FOOD SYSTEMS HOLDING, INC.)

By:   
E.J. Kammer, CEO  
The Company

By: \_\_\_\_\_

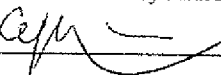
Executed as a deed by MAREL HOLDING B.V.


By:   
E.J. Kammer, CEO

By:   
T. MOEN  
CEO

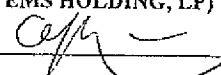
The Obligors

Executed as a deed by MAREL HOLDING B.V.

By:   
E.J. Kammer, CEO

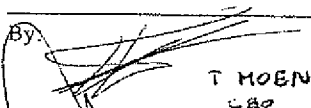
By:   
T. MOEN  
CEO

\* Executed as a deed by MAREL HOLDING, LP (formerly known as MAREL FOOD SYSTEMS HOLDING, LP)

By:   
E.J. Kammer, CEO

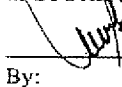
By: \_\_\_\_\_

Executed as a deed by MAREL INTERNATIONAL B.V. (formerly known as STORK FOOD SYSTEMS INTERNATIONAL B.V.)

By:   
T. MOEN  
CEO

By: \_\_\_\_\_

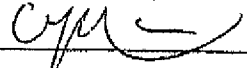
Executed as a deed by MAREL STORK POULTRY PROCESSING B.V. (formerly known as STORK PMT B.V.)

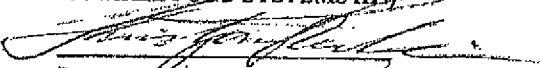
By:   
A. de Weerd

By: \_\_\_\_\_

Marel hf. (formerly known as Marel Food Systems hf.)


Executed as a deed by MAREL HF. (formerly known as MAREL FOOD-SYSTEMS HF.)

By:   
E. J. Uemon  
FCU

By:   
K. E. STORN FORSTERENSEN

Marel Holding Inc. (formerly known as Marel Food Systems Holding, Inc.)

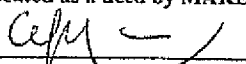
Executed as a deed by MAREL HOLDING INC. (formerly known as MAREL FOOD SYSTEMS HOLDING, INC.)

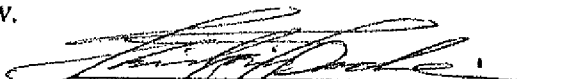
By:   
K. E. STORN FORSTERENSEN

By: \_\_\_\_\_

The Company

Executed as a deed by MAREL HOLDING B.V.

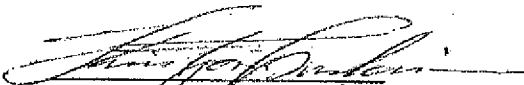
By:   
E. J. Uemon  
FCU

By:   
K. E. STORN FORSTERENSEN


The Obligors

Executed as a deed by MAREL HOLDING B.V.

By: \_\_\_\_\_

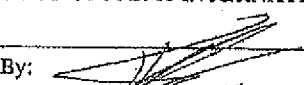
By:   
K. E. STORN FORSTERENSEN

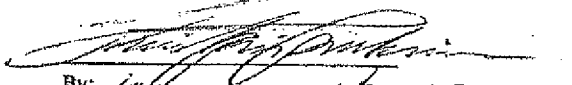
Executed as a deed by MAREL HOLDING, LP (formerly known as MAREL FOOD SYSTEMS HOLDING, LP)

By:   
K. E. STORN FORSTERENSEN

By: \_\_\_\_\_

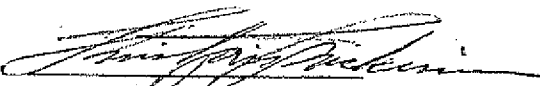
Executed as a deed by MAREL INTERNATIONAL B.V. (formerly known as STORK FOOD SYSTEMS INTERNATIONAL B.V.)

By:   
T. MOEN  
CEO

By:   
K. E. STORN FORSTERENSEN

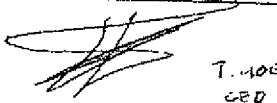
Executed as a deed by MAREL STORK POULTRY PROCESSING B.V. (formerly known as STORK PMT B.V.)

By: \_\_\_\_\_

By:   
K. E. STORN FORSTERENSEN

Executed as a deed by MAREL TOWNSEND FURTHER PROCESSING B.V. (formerly known as STORK TITAN B.V.)

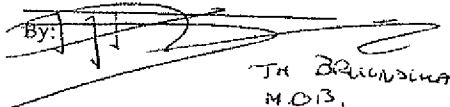
By:

  
T. MOEN  
CEO

By:

Executed as a deed by MAREL MEAT PROCESSING B.V. (formerly known as STORK TOWNSEND B.V.)

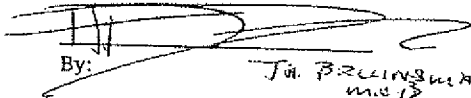
By:

  
J. B. BROUN  
M.O.B.

By:

Executed as a deed by MAREL MEAT PROCESSING B.V. (formerly known as STORK TOWNSEND INC.)

By:

  
J. B. BROUN  
M.O.B.

By:

Executed as a deed by MAREL STORK POULTRY PROCESSING INC. (formerly known as STORK GAMCO INC.)

By:

By:

Executed as a deed by MAREL TOWNSEND FURTHER PROCESSING B.V. (formerly known as STORK TITAN B.V.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Executed as a deed by MAREL MEAT PROCESSING B.V. (formerly known as STORK TOWNSEND B.V.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Executed as a deed by MAREL MEAT PROCESSING INC. (formerly known as STORK TOWNSEND INC.)

By:  \_\_\_\_\_

J.H. Brandsma  
M.O.B.

By: \_\_\_\_\_

Executed as a deed by MAREL STORK POULTRY PROCESSING INC. (formerly known as STORK GAMCO INC.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Executed as a deed by MAREL TOWNSEND FURTHER PROCESSING B.V. (formerly known as STORK TITAN B.V.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Executed as a deed by MAREL MEAT PROCESSING B.V. (formerly known as STORK TOWNSEND B.V.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Executed as a deed by MAREL MEAT PROCESSING INC. (formerly known as STORK TOWNSEND INC.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Executed as a deed by MAREL STORK POULTRY PROCESSING INC. (formerly known as STORK GAMCO INC.)

By:  \_\_\_\_\_

By: \_\_\_\_\_

Marel Meat Processing Inc. (f/k/a)  
(STORK TOWNSEND INC.)  
Schedule I-A to the SUPPLEMENT TO SECURITY AGREEMENT  
(PATENTS)

Name	Filing Date	Patent #
Mass-flow meter	08/296,122	94.8.25
Pump control system and method	09/004,361	98.1.8
ML Control	08/953,322	97.10.20
Pump control system and method	933,505	23-Sep-9
Ham Chunk Flipper	678683	96.7
RT INJECTOR (PROP. PUMP)	09/129044 09/060,012	96.9.21
RT INJECTOR (PROP. PUMP)	09/129,044	96.9.21
Lian Linker	08/623,339	96.6.21
Close Hook SAM	09/050,809	00.10.3
Dual Mirrored Machine	08/956,547	97.10.23
Mirror Image Hook	29/078,4-6	97.10.17
AUTOCONTROL TAIL TIMER	08/960,308	97.10.29
2 and 3 Motors	09/004,361	98.1.8
ULTRASONIC	9,383,774	99.8.26
Wonderlich Hook (design patent)	29/093,965	98.9.21
ML CONVEYOR STATION	08/872,844	97.6.11
ML Linker	08/725,155	99.12.1
ML Linker (div)	8296122	99.12.1
	09/182,559	98.10.29
M&M for conveying & processing an	09/499,820	00.2.8

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extruded sausage strand			
M&A for conveying & processing an extruded sausage strand (cross license)	09/182,559	98.10.29	6,096,469
Mfg. Assembly for detachably supporting and orienting stuffing tubes	09/616,098	00.7.14	6,135,870
Mfg. Assembly for detachably supporting and orienting stuffing tubes	09/616,098	00.7.14	6,315,653
Natural Csg. Linker w/water assist	09/674,399	1/26/1999	7,033,264
Automatic Muscle Fat Removal	09/426,629	26-Oct-99	6,213,863
M&A for removing fat from meat cuts	09/552,396	00.4.19	6,277,019
Horizontal Conveyor for Linked Sausage Strands	60/169,794	99.10.15	6,467,868
M&A for evacuating pockets of injected fluid	10/160,989	02.5.31	6,939,573
M&A for evacuating pockets of injected fluid	10/697,448	02.5.31	7,172,781
M&A for determining the number of looped sausages	09/615,994	01.7.13	6,290,591
smokestick	09/663,160	25-Sep-01	6,558,241
Controlling			

NY:3541005.3

Operation			
Sausage Conveyor Hook	09/628,606	00.7.31	6,692,452
Means of ejecting blade	09/777,769	01.2.6	6,299,623
RT INJECTOR	10/309,491	02.12.4	6,966,830
RT INJECTOR	10/309,491	02.12.4	
Blade Notch	09/655,928	01.6.15	6,458,025
m&a for removing fat fr meat cuts	09/835,748	03.5.6	6,558,242
Hook Design	29/138,158	03.5.6	D461293
Injector 2001	10/126,400	02.4.19	6,497,176
Tapered Blade & Holder	09/877,762	01.6.8	6,589,108
RT Toothroll	09/877,872	01.06.8	6,367,346
M&M for stuffing natural casings with emulsion (preloading sleeves)	10/160,931	02.5.31	6,676,502
M&M for stuffing natural casings (sleeve and carousel)	10/210,122	02.8.1	6,572,484
M&M for stuffing natural casings with emulsion (sleeve system)	10/309,449	02.12.2	6,659,864
M&M for stuffing natural casings (sleeve feeder system)	10/309,806	02.12.4	
M&M for stuffing natural casings (collar system)	10/226,826	02.8.23	6,585,580
M&M for stuffing natural casings (sensor and collar system)	10/389,372	03.3.14	6,659,863
M&M for stuffing	10/389,403	03.3.14	6,719,621

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natural casings (mark on stuffing tube)			
M&M for stuffing natural casings (powered follower arm)	10/268,853	02.11.8	6,669,545
M&M for stuffing natural casings (roller to push casing)	10/682,473	03.10.8	6,843,713
M&M for stuffing natural casings with emulsion (textured belt)	10/659,409	03.9.10	
M&M for stuffing natural casings (conical restrictor)	10/659,650	03.9.10	
M&M for stuffing emulsion (division of conical restrictor)	10/653,044	4-Aug-04	
M&M for casings with emulsion (water or air on tube)	10/657,993	9/9/2003	6846234B1
M&M for stuffing natural casings (vertical feed w/cone)	10/682,475	03.10.8	7,179,161
Multiple brine solutions	10/322,838	03.2.19	
Multiple brine solutions	10/800,927	15-Mar-04	
Thrust Collar	10/278,618	23-Oct-02	6,638,154
Hopper/Hopper CIP	10/225/389	02.8.21	7,094,141
Hopper/Hopper CIP	10/443,245	03.5.22	7066804B2
New filler for injector	10/684,779	04.3.9	7001515 B2

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New filter for injector	11/163,006	30-Sep-05	7,037,437
Glove Detection	10/686,022	04.3.9	6,866,852
Injector Data Download	1024926		
Height adjustable skinner	11/053,224		
PURCHASED from BAADER	09/392,760	19-aug-93	5575712
Air Stripper for csg. Sensor	10/895,738	21-Jul-04	7,086,803
New Loader Head	11/162,172	31-Aug-05	
Ham trimming	11/098,100	4-Apr-05	7128642
Tapered Drive Connection	11/094,047	30-Mar-05	7,241,213
Tapered Drive Connection	11/739,379	24 April 07	
Two-speed toothroll	10/986,582	12-Nov-04	
Skinning Blade Clamp with Fat Relief Grooves	11/160,751	9-Feb-05	
OPEN TOP LINKAGE	11/053,782	7-Jul-05	
Toolless Blade Change	11/160,756	7-Jul-05	7172502
Conveyor System with Pivotal Hooks	11/160,841	12-Jul-05	7,160,184
Conveyor System with Pivotal Hooks	11/561,973	21-Nov-06	
DMR Fore-end deboning inner bones	10/747,630		
Blade Packaging	29/252,435	23-Jan-06	
Simpson, Pfeiffer, Smitts	11/419,253	19-May-06	
Conveyor	60/596779	filed 29 July 06	
New Touch Stop	11/538,177	3-Oct-06	

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Apparatus for mfg. COEX products	09/80,486	00.1.28	
Method & Container for mfg. Sausages	10/130,618	00.11.14	
Coagulation solutions (Buffer ansturling)	10/149,086	00.12.5	
Transport device for food products	09/506,776	15.9.98	6,471,042
Apparatus for separating meat from bone-		2000	6,132,304
Device for Deboning Meat Pieces with an Articulated Bone Assy.	489,950	6/13/1995	5,713,787
Method of deboning leg pieces of slaughtered animals	12/973	29-Sep-93	5,462,477
Method of deboning halves of slaughtered animals	798,109	12-Feb-97	5,813,905
Apparatus for processing extrudable materials		1992	5,409,366
TACO LOOPER	07/836,072		5,183,433
Auger Linker	928,951	92.8.11	5,279,516
2500 Peeler	07/778,314	92.8.11	5,246,395
Linker Rack	928,952	92.8.11	5,306,204
Safety Mech for open top	7,585,198		5,122,091
ELECTRIC GLOVE CONT. APP.	7,659,514		5,148,053
ELECTRIC	905,662		5,201,684

NY3541005.3

GLOVE CONT			
APP 2			
Blade Angle	196,234	88.5,20	4,811,459
Comb on Blade	423,849	89,10,16	5,011,454
ELECTRIC			
GLOVE CONT			
APP 3	864,233		5,160,289
9000 SKINNER	443,125	95.5,17	5,558,573
Flapper	8,121,609	93.9,15	5,350,334
ELECTRIC			
GLOVE FOR			
SKINNERS	426,668	89,10,26	5,083,973
Injector			
Adjustment/Needl			
e Control	656,147		5,773,060
08/503,455			
Injector			
Adjustment/Needl	565829		5,638,744
e Control			
Dave Smith			
Needle Control	08/724,407		5,664,488
HART	11/927,992		
Valdkamp	12/028,320		
Method Ham			
Deboning	12/029,592		

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