

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (First Lien Term Loan)														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>CTI Saginaw I, LLC</td> <td>06/28/2013</td> </tr> </tbody> </table>		Name	Execution Date	CTI Saginaw I, LLC	06/28/2013										
Name	Execution Date														
CTI Saginaw I, LLC	06/28/2013														
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Morgan Stanley Senior Funding, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1585 Broadway</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10036</td> </tr> </table>		Name:	Morgan Stanley Senior Funding, Inc.	Street Address:	1585 Broadway	City:	New York	State/Country:	NEW YORK	Postal Code:	10036				
Name:	Morgan Stanley Senior Funding, Inc.														
Street Address:	1585 Broadway														
City:	New York														
State/Country:	NEW YORK														
Postal Code:	10036														
PROPERTY NUMBERS Total: 6															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7074444</td> </tr> <tr> <td>Patent Number:</td> <td>7029716</td> </tr> <tr> <td>Patent Number:</td> <td>6220150</td> </tr> <tr> <td>Patent Number:</td> <td>6482457</td> </tr> <tr> <td>Patent Number:</td> <td>RE41885</td> </tr> <tr> <td>Application Number:</td> <td>13208712</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7074444	Patent Number:	7029716	Patent Number:	6220150	Patent Number:	6482457	Patent Number:	RE41885	Application Number:	13208712
Property Type	Number														
Patent Number:	7074444														
Patent Number:	7029716														
Patent Number:	6220150														
Patent Number:	6482457														
Patent Number:	RE41885														
Application Number:	13208712														
CORRESPONDENCE DATA															
Fax Number:	6502138158														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone:	6502130300														
Email:	iprecordations@whitecase.com														
Correspondent Name:	White & Case LLP / Christina Ishihara														
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor														
Address Line 4:	Palo Alto, CALIFORNIA 94306														
ATTORNEY DOCKET NUMBER:	1130558-0095														

CH \$240.00 7074444

NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	06/28/2013
Total Attachments: 6 source=Executed - First Lien Term Loan Intellectual Property Security Agreement#page1.tif source=Executed - First Lien Term Loan Intellectual Property Security Agreement#page2.tif source=Executed - First Lien Term Loan Intellectual Property Security Agreement#page3.tif source=Executed - First Lien Term Loan Intellectual Property Security Agreement#page4.tif source=Executed - First Lien Term Loan Intellectual Property Security Agreement#page5.tif source=Executed - First Lien Term Loan Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 28, 2013, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”), collectively, the “**Grantors**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the First Lien Term Loan Agreement (as such term is defined in the Security Agreement)), each Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (the “**Intellectual Property**”). Until the Termination Date (as defined in the First Lien Term Loan Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.


NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]


IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CTI SAGINAW I, LLC,
as Grantor

By: 
Name: Randy Furtner
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC.
as Agent

By: 
Name: *Robbik Pearson*
Title: *Authorized Signatory*

[Signature Page to First Lien Term Loan Intellectual Property Security Agreement]

**Schedule I
Trademarks**

U.S. Trademark Registrations

1. Registrations

None.

2. Applications

None.

Schedule II
Patents

United States Patent Registrations

1. Registrations

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7074444	07/11/2006	10300197	11/19/2002	CTI Saginaw I, LLC
2.	METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7029716	04/18/2006	10745365	12/23/2003	CTI Saginaw I, LLC
3.	APPARATUS FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6220150	04/24/2001	09641754	08/16/2000	CTI Saginaw I, LLC
4.	METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6482457	11/19/2002	09640297	08/16/2000	CTI Saginaw I, LLC
5.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	RE41885	10/26/2010	12148108	04/16/2008	CTI Saginaw I, LLC

2. Applications

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	SYSTEM AND METHOD FOR COST-EFFECTIVE PRODUCTION OF A DEHYDRATED FOOD PRODUCT	N/A	N/A	13208712	08/12/2011	CTI Saginaw I, LLC

Schedule III
Copyrights

United States Copyright Registrations

1. Registrations

None.

2. Applications

None.