

Form PTO-1595 (Rev. 09/04)  
OMB Collection 0851-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <u>CTI SAGINAW I, LLC</u>  Execution Date(s) <u>June 28, 2013</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b>  Name: <u>GOLDMAN SACHS LENDING PARTNERS LLC</u>  Internal Address:  Street Address: <u>c/o Goldman Sachs &amp; Co., 30 Hudson Street, 5<sup>th</sup> Floor</u>  City: <u>Jersey City</u>  State: <u>NJ</u>  Country: <u>USA</u> Zip: <u>07302</u>  Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance:</b>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest <input type="checkbox"/> Executive Order 9424, confirmatory License <input type="checkbox"/> Other			
<b>4. Application or patent number(s)</b> A. Patent Application No. (s) <u>See Attached Schedule II</u>  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) <u>See Attached Schedule II</u>	
<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Susan O'Brien</u>  Internal Address: <u>CT Lien Solutions</u>  Street Address: <u>187 Wolf Road, Suite 101</u>  City: <u>Albany</u>  State: <u>New York</u> Zip: <u>12205</u>  Phone Number: <u>800-342-3676</u>  Fax Number: <u>800-962-7049</u>  Email Address: <u>cls-uds@albanys.com</u>		<b>6. Total number of applications and registrations involved:</b> <u>6</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> <u>\$ 240.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
		<b>8. Payment Information:</b>  a. Credit Card Last 4 Numbers <u>1868</u> Expiration Date <u>06/15</u>  b. Deposit Account Number Authorized User Name:	
<b>9. Signature:</b> <u>Kareem Ansley</u> Signature  <u>Kareem Ansley</u> Name of Person Signing		Date <u>June 28, 2013</u> Total number of pages including cover sheet, attachments, and document. <u>7</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$240.00 1320871

**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

**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 Goldman Sachs Lending Partners LLC, 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 Revolving Credit 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 Revolving Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

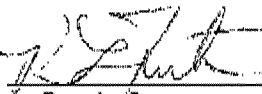
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, 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

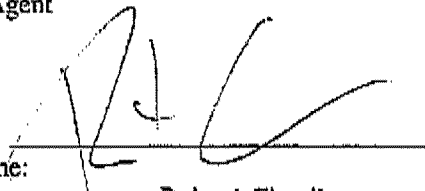
By:   
Name: Randy Furtner  
Title: Chief Financial Officer

[Signature Page to Revolving Credit Intellectual Property Security Agreement]

**PATENT**  
**REEL: 030745 FRAME: 0611**

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS LENDING PARTNERS LLC,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: Robert Ehudin  
Authorized Signatory

[Signature Page to Revolving Credit Intellectual Property Security Agreement]

**Schedule I  
Trademarks**

*U.S. Trademark Registrations*

1. Registrations None.

2. Applications

None.

**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

1. Registrations

None.

2. Applications

None.