

07-02-2004

Form PTO-1594  
1-31-92

6/25/04

RECORDATION FORM  
**TRADEMARK**



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please

102782382

/ thereof.

1. Name of conveying party(ies):  
Keystone Foods LLC

Individuals  
 General Partnership -  
 Corporation-State -  
 Other - a Delaware limited liability company

Additional name(s) of conveying party(ies) attached?  Yes  No

2004 JUN 25 AM 9:05  
FINANCIAL SECTION

2. Name and address of receiving party(ies):  
Name: Deutsche Bank Trust Company Americas  
Internal Address: \_\_\_\_\_  
Street Address: 60 Wall Street  
City: New York State: NY ZIP: 10005

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other Collateral Agent

3. Nature of conveyance:  
 Assignment  Merger  
 Security Interest  Change of Name  
 Other

Execution Date: June 16, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
2084795, 2306221, 1698455, 2788438 and 2372678

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Elizabeth A. Nunn, Senior Legal Assistant  
Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas  
City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 5

7. Total fee (37 CFR 3.41): ..... \$140  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in event of deficiency)  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Elizabeth A. Nunn [Signature] June 25, 2004  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

06/29/2004 6TON11 00000029 2084795  
 01 FC:8521 40.00 OP  
 02 FC:8522 100.00 OP

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
COOSA VALLEY FOODS	2,084,795	July 29, 1997
K KEY FARMS FOODSERVICE and Design	2,306,221	January 4, 2000
KEY FARMS	1,698,455	June 30, 1992
KEY FARMS and Design	2,788,438	December 2, 2003
Miscellaneous Design	2,372,678	August 1, 2000

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Keystone Foods LLC, a Delaware limited liability company (the "Grantor") with principal offices at Five Tower Bridge, 300 Barr Harbor Drive, Suite 600, West Conshohocken, PA, 19428, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 16, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

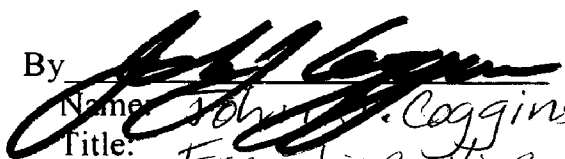
Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

<sup>4</sup>  
16 day of June, 2004.

Keystone Foods LLC, Grantor


By   
Name: John J. Caggins  
Title: Executive Vice President

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Collateral Agent and Grantee

By \_\_\_\_\_  
Name:  
Title:

STATE OF New York)  
COUNTY OF New York) SS:

On this 16<sup>th</sup> day of June, 2004, before me personally came John  
J. Coggins who, being by me duly sworn, did state as follows: that he is  
Executive Vice President of Keystone Foods LLC, that he is authorized to execute the foregoing Grant  
on behalf of said company and that he did so by authority of the [Board of Directors] of said  
company.

  
Notary Public

**RANA S. RAMIAS**  
Notary Public, State of New York  
No. 01RA6027334  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires July 6, 2007

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

16<sup>th</sup> day of June, 2004.

Keystone Foods LLC, Grantor

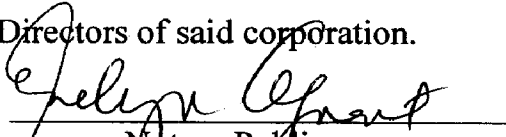
By \_\_\_\_\_  
Name:  
Title:

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Collateral Agent and Grantee

By Acetlye Sanday  
Name:  
Title:

STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NEW YORK    )

On this 16<sup>th</sup> day of June, 2004, before me personally came Scottye Lindsey who, being by me duly sworn, did state as follows: that he is a Director of Deutsche Bank Trust Company Americas, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**EVELYN AGNANT**  
Notary Public, State of New York  
No. 02AG6091977  
Qualified in Westchester County  
Commission Expires May 5, 2007