

7-27-99  
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101105680

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):  
Southern Foods Group, L.P.  
3114 S. Haskell Avenue  
Dallas, TX 75223

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):  
Name: The Chase Manhattan Bank, as Collateral Agent  
Internal Address: \_\_\_\_\_  
Street Address: 270 Park Avenue  
City: NY State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

Execution Date: May 13, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See attached schedules  
SCHEDULE

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anne H. Lewallen

Internal Address: CC Cravath, Swaine & Moore  
Worldwide Plaza

Street Address: 825 Eighth Avenue

City: NY State: NY ZIP: 10019

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41): \$ 640<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/28/1999 NGUYEN 00000267 133536

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 600.00 DP

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.

Anne H. Lewallen

Name of Person Signing

Anne H. Lewallen

Signature

5/13/99

Date

Total number of pages comprising cover sheet  
TRADEMARK

13

## TRADEMARKS IN WHICH SECURITY INTEREST SHOULD BE TERMINATED

| <u>Mark</u>   | <u>Registration/Serial Number</u> | <u>Goods</u>  |
|---|-----------------------------------|---|
| BORDEN<br>Corporate Logo                                  | 921,370<br>1                      | Fluid milk, skim milk, cream . . .  |
| BORDEN<br>(Corporate Logo) & Cow's<br>Head (Elsie) Design | 969,728<br>2                      | Cheese, fluid milk, yogurt, ice cream,<br>candy, frozen confections, cheese dips,<br>orange juice and condensed milk  |
| BORDEN<br>Logotype with Cow's Head                        | 1,859,074<br>3                    | Cheese, cheese food and cheese food<br>spread; cheese substitute; milk; chocolate<br>milk; buttermilk; vegetable-based<br>chocolate food beverage; eggnog;<br>imitation eggnog; cottage cheese; sour<br>cream; sour half-and-half; ready-made<br>sour cream dips; whipping, light, heavy,<br>table and coffee creams; non-dairy coffee<br>creamer; whipped cream topping;<br>half-and-half; yogurt; butter; and<br>margarine  |
| Design of Cow's Head<br>(Elsie's Head with Flowers)       | 1,860,207<br>4                    | Cheese, cheese food and cheese food<br>spread; cheese substitute; milk; chocolate<br>milk; buttermilk; vegetable-based<br>chocolate food beverage; eggnog;<br>imitation eggnog; cottage cheese; sour<br>cream; sour half-and-half; ready-made<br>sour cream dips; whipping, light, heavy,<br>table and coffee creams; non-dairy coffee<br>creamer; whipped cream topping;<br>half-and-half; yogurt; butter; and<br>margarine; ice cream; sherbet; frozen<br>yogurt; ice milk; frozen confections made<br>from ice cream, and vegetable-based<br>non-dairy ice cream substitutes |
| Design of Cow's Head -<br>Elsie Design (Daisy)            | 397,158<br>5                      | Fluid milk  |
| Design of Cow's Head -<br>Elsie (Design Plus Oval)        | 405,706<br>6                      | Cottage cheese, butter, ice cream and fresh<br>milk   |
| Design of Cow's Head                                      | 529,468<br>7                      | Fluid milk, heavy cream, light cream,<br>eggnog mix, ice cream, ice, a frozen<br>confection comprising ice cream on a<br>stick, evaporated milk, mince meat, dry<br>milk, cheese, cheese spreads, malted milk,<br>mix for making chocolate drinks, dog food<br>meal, and nutritional foundations for<br>poultry feed mashes containing select<br>materials from fish, milk, and other natural<br>source ingredients   |

| <u>Mark</u>                         | <u>Registration/Serial Number</u> | <u>Goods</u>       |
|-------------------------------------|-----------------------------------|--------------------|
| Elsie Design                        | 810,861                           | Ice cream 8        |
| Elsie                               | 1,857,137                         | 9                  |
| Gail Borden Signature               | 1,689,184                         | Fluid milk 10      |
| IF IT'S BORDEN, IT'S GOT TO BE GOOD | 1,042,420                         | Milk and cheese 11 |
| IF IT'S BORDEN, IT'S GOT TO BE GOOD | 1,504,138                         | 12                 |
| LADY BORDEN                         | 572,693                           | Ice cream 13       |
| LADY BORDEN & DESIGN                | 1,893,711                         | Ice cream 14       |
| K KELMAC                            | 1,771,591                         | 15                 |
| EASY GOING                          | 1,661,693                         | 16                 |
| DAIRY LAND                          | (common law)                      |                    |

## ADDITIONAL TRADEMARKS

| <u>Mark</u>                       | <u>Registration/Serial Number</u> | <u>Goods</u>  |
|-----------------------------------|-----------------------------------|---|
| BARBE'S                           | 75/330,629                        | Dairy Products 17   |
| BROWN'S VELVET DAIRY              | 75/330,373                        | Dairy Products 18   |
| GLACIER CLUB                      | 2,077,402                         | Ice Cream 19  |
| MEADOW GOLD<br>(Stylized Letters) | 145,605                           | Ice Cream 20  |
| MEADOW LIGHT                      | 1,544,637                         | Calorie-reduced butter; and dairy spread, namely, lowfat butter spread 21   |
| MINTERRIFIC                       | SN/75/243,254                     | Milk and Flavored milk 22   |
| CHOCOLATE MIDNIGHT<br>MADNESS     | SN/75/243255                      | Ice Cream and Sherbert 23   |
| MEADOW GOLD<br>(Stylized Letters) | 285,893                           | Ice Cream 24  |
| MILK WAGON<br>DESIGN              | 1,412,503                         | Cottage cheese, Yogurt, Milk, Gold Buttermilk, Sour Cream Dip, Whipping Cream in Aerosol Cans, Sherbet, Ice Cream, Frozen Confections on Sticks, Ice Cream and Ice Milk, Novelties on Sticks and in Codes, Orange Juice and Apple Juice. 25 |

AMENDMENT AND SUPPLEMENT NO. 1 dated as of May 13, 1999, to the Security Agreement dated as of September 4, 1997 (the "*Security Agreement*"), among SOUTHERN FOODS GROUP, L.P., a limited partnership organized under the laws of the State of Delaware (the "*Borrower*"), each Subsidiary that is a subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually, a "*Subsidiary Grantor*" and collectively, the "*Subsidiary Grantors*"; the Subsidiary Grantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to the Credit Agreement dated as of September 4, 1997 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Initial Borrower, the Borrower, the lenders from time to time party thereto (the "*Lenders*") and Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), as issuing bank (in such capacity, the "*Issuing Bank*") and as Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Security Agreement was recorded in the United States Patent and Trademark office on Reel 1632, Frame 0837 on September 16, 1997, as to certain trademarks.

D. Sections 4.02 and 4.13 of the Security Agreement require the Grantors to notify the Collateral Agent of (a) any adverse determination or development regarding any Grantor's ownership of any Intellectual Property, its rights to register the same, or to keep and maintain the same and (b) all Intellectual Property of any Grantor that has not been previously identified to the Collateral Agent. The Grantors have determined that they did not have the right to grant a security interest in certain Intellectual Property in which a security interest was granted pursuant to the Security Agreement. In addition, the Grantors have identified Intellectual Property not previously scheduled in the Security Agreement as set forth on the Schedules hereto. The undersigned Grantors are executing this Amendment and Supplement in accordance with the requirements of the Security Agreement in order to facilitate supplemental filings to be made by the Collateral Agent with the United States Copyright Office and the United States Patent and Trademark office.

Accordingly, the Collateral Agent and each of the Grantors agree as follows:

SECTION 1. Schedule II of the Security Agreement is hereby supplemented by the information set forth in Schedule 1 hereto. Schedule III of the Security Agreement is hereby supplemented by the information set forth in Schedule 2 hereto. Schedule V of the Security Agreement is hereby amended by deleting the information set forth in Schedule 3 hereto. Schedule V of the Security Agreement is hereby supplemented by the information set forth in Schedule 4 hereto.

SECTION 2. The Collateral Agent hereby releases all its right, title and interest in and to the trademarks described in Schedule 3 hereto.

SECTION 3. This Amendment and Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Amendment and Supplement shall become effective when the Collateral Agent shall have received counterparts of this Amendment and Supplement that, when taken together, bear the signatures of each of the Grantors and the Collateral Agent. Delivery of an executed signature page to this Amendment and Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Amendment and Supplement.

SECTION 4. Each of the Grantors hereby represents and warrants that the information set forth on Schedules 1, 2, 3 and 4 attached hereto is true and correct.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS AMENDMENT AND SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Amendment and Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. The Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Amendment and Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment and Supplement to the Security Agreement as of the day and year first above written.

SOUTHERN FOODS GROUP, L.P.,

by Patrick K. Ford  
Name: Patrick K. Ford  
Title: Chief Financial Officer

EACH OF THE SUBSIDIARY GRANTORS LISTED ON SCHEDULE I OF THE SECURITY AGREEMENT,

by Patrick K. Ford  
Name: Patrick K. Ford  
Title: Vice President

THE CHASE MANHATTAN BANK, as  
Collateral Agent,

by Gary L. Spevack  
Name:  
Title: **GARY L. SPEVACK**  
**VICE PRESIDENT**  
**THE CHASE MANHATTAN BANK**

[NYCorp;771684.6]

05/13/99(THU) 10:00

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## ADDITIONAL COPYRIGHTS

| TITLE OF WORK  | REGISTRATION # | TYPE OF MERCHANDISE |
|--|----------------|---------------------|
| "Berries ... Borden's Half and Half ..."   | 133536         | Half and Half       |
| "Best Pie Never Baked"   | KK 140217      | Ice Cream Pie       |
| "Better figure on BORDEN'S SKIM! says Elsie, the Borden Cow"   | KK141066       | Skim Milk           |
| "Here's a case ... with a special frosting ... make them both ..."   | KK 125122      | Cream               |
| "The way color will "Brighten Up" Television -- there's no such thing as a humdrum meal -- when Borden's cream is on the table - Borden's light cream - Borden's Half-and-Half"                          | KK 114894      | Cream               |
| "Do Open Before Christmas"   | KK 92711       | Egg Nog             |
| "Want to grow up and be big and strong like your daddy?"   | KK 171544      | Homogenized Milk    |
| "Borden's Dutch Chocolate Drink"   | KK 90978       | Milk                |
| "A wonderful new treat from Borden's! - Borden's Dutch chocolate flavored drink - the finest imported Dutch cocoa gives it the most wonderful chocolate flavor! - It's rich with real milk nourishment!" | KK 115873      | Milk                |
| "Take a look at <u>this</u> score ... "  | KK 120851      | Milk                |
| "Borden's Buttermilk is naturally cooling! says Elsie ..."   | KK 136882      | Buttermilk          |
| "Borden's Big 4"   | KK 88265       | Milk                |
| "Borden's Golden Vanilla Ice Cream! *** Brings Back *** Memories"  | KK 192302      | Ice Cream           |
| "Borden's Butterscotch Pecan Ice Cream"  | KK 127328      | Ice Cream           |
| "That's why more mothers give their children ... "   | KK 138879      | Milk                |
| "It's a winning idea ... to 'Team Up' ...."  | KK 121622      | Milk                |
| "New and pretty wonderful! Borden's sherbet-ice bouquet"   | KK 140680      | Sherbet             |
| "Elsie's Milky Way"  | B 440738       | Milk                |



| <b>TITLE OF WORK</b>  | <b>REGISTRATION #</b> | <b>TYPE OF MERCHANDISE</b>               |
|---|-----------------------|--|
| "Fresh as this morning's milk! - Borden's cottage cheese - make it the heart of your 'meatless meals'!" | KK 118783             | Cottage Cheese                           |
| "Beautiful international stainless tableware with Borden's ..."   | KK 121621             | Cottage Cheese                           |
| "Cottage Cheese and Elsie-Head Daisy Design"  | KK 88269              | Cottage Cheese                           |
| "Borden's Alpine Spice Cottage Cheese***For Lent"   | KK 178437             | Cottage Cheese                           |
| "Ahoy! Time to enjoy a pretty "Dream Boat" Salad"   | KK 98356              | Cottage Cheese                           |
| "A bountiful, berry-full feast!"  | KK 101666             | Ice Cream                                |
| "... and that's why more mothers give their children ..."   | KK 128016             | Milk                                     |
| "Sure-nuff peachy!"   | KK 32450              | Ice Cream                                |
| "Borden's creamed cottage cheese - pasteurized - ready to serve"  | R 232301              | Cottage Cheese                           |
| "The finest in the square"  | KK 20916              | Milk                                     |
| "Grab a spoon and help yourself"  | KK 42354              | Ice Cream, Half-and-Half, Whipping Cream |
| "Make it easier for your customers -- and yourself!"  | KK 98355              | Cream                                    |
| "Borden presents its finest - most delicious ice cream Lady Borden"                                     | KK 37782              | Ice Cream                                |
| "Everyone at Elsie's house ... wishes everyone at your house the happiest Christmas ever!"              | KK 32451              | Cottage Cheese                           |
| "Everybody's switching to Borden's Homogenized Milk"  | KK 32452              | Milk                                     |
| "Start the day in high"   | KK 20914              | Buttermilk                               |
| "Borden's half-and-half gives you the best of everything"   | KK 180104             | Half-and-half                            |
| "This one milk gives you more richness in every drop!"  | KK 24801              | Milk                                     |
| "April dandy - cream-full of candy"   | KK 96234              | Ice Cream                                |
| "Borden's milk ... the one to go on ..."  | KK 176202             | Milk                                     |

| <b>TITLE OF WORK</b>  | <b>REGISTRATION #</b> | <b>TYPE OF MERCHANDISE</b> |
|---|-----------------------|----------------------------|
| "Smart women use <u>all 3 kinds</u> of Borden's milk!"                        | KK 41894              | Milk                       |
| "A perfect pick-up for that post-holiday feeling"                             | KK 20915              | Milk                       |
| "Are you a top of the bottle robber?"   | KK 20917              | Milk                       |
| "Serve Borden's delicious egg nog -- non-alcoholic"                           | KK 59136              | Egg Nog                    |
| "Portrait of a new and wonderful ice cream by Borden - Lady Borden Ice Cream" | KK 41898              | Ice Cream                  |
| "Borden's Apple La Mode Ice Cream"  | KK 115528             | Ice Cream                  |
| "Borden's Cherry Vanilla Ice Cream is too good to miss ...!"                  | KK 122015             | Ice Cream                  |
| "Borden's Chocolate Flavored Drink Mix" (2 quarts)                            | KK 184179             | Milk                       |
| "Borden's Cottage Cheese with Pineapple"                                      | KK 121623             | Cottage Cheese             |
| "Borden's Egg Nog is ready-mixed and ... My, doesn't it ..."                  | KK 122862             | Egg Nog                    |
| "Oh! This is the Way to Start a New Day ..."                                  | KK 98353              | Half-and-half              |
| "You never run out of fresh ideas ... meatless hamburgers ..."                | KK 121618             | Cottage Cheese             |
| "Strawberries n'cream ice cream .."   | KK 158427             | Ice Cream                  |
| "Special Sale"  | KK 88267              | Ice Cream                  |
| "Let's face it - we're not getting any younger! said Elsie ..."               | KK 127329             | Milk                       |
| "I know folks want to see our new twins said Elsie ..."                       | KK 122342             | Milk                       |
| "You never run out of fresh ideas ... noodle casserole ..."                   | KK 121616             | Cottage Cheese             |
| "Progress - King-Size"  | KK 81090              | Milk                       |
| "You never run out of fresh ideas ... cottage cheese case ..."                | KK 121617             | Cottage Cheese             |
| "Hola, amigos! She is marvelouso!"  | KK 23862              | Ice Cream                  |

| TITLE OF WORK  | REGISTRATION # | TYPE OF MERCHANDISE       |
|--|----------------|---------------------------|
| "Elsie's Here -- with a special ice cream and Cheese two grand recipes!" | KK 38111       | Ice Cream, Cottage Cheese |
| "Look what Elsie's dreamed up for you!"                                  | KK 38110       | Cottage Cheese            |
| "Skirocket Refreshing Milk Sherbet"                                      | R 355676       | Sherbet                   |
| "Borden's Chocolate Flavored Drink"                                      | KK 305591      | Milk                      |
| "Borden's Econ-O-Way Ice Cream"  | KK 135032      | Ice Cream                 |

| TITLE OF WORK   | REGISTRATION # |
|---|----------------|
| "Why are women so much braver than men?"  | KK 41896       |
| "But Elmer, I didn't say it would make you live to 90!" said Elsie, the Borden Cow. "I don't need anything to help me live to 90," bellowed Elmer the Bull. "I have decided that I'm going to live to 105 without anything any help!" | KK 113614      |
| "But Elmer, your painting of me will be in everyone's refrigerator!" said Elsie, the Borden cow."   | KK 113710      |
| "What happened in 1857? asked Elsie, the Borden cow ..."  | KK 128678      |
| "Are all husbands born bull-headed?"  | KK 37771       |
| "And I say, men are <u>worse</u> nagers than women!"  | KK 47666       |
| "Why <u>do</u> men keep business secrets from their wives?"   | KK 41902       |
| "A child isn't always fibbing when he doesn't tell the truth,"  | KK 37777       |
| "A good wife knows how <u>to stretch</u> a dollar!"   | KK 97126       |
| "But good manners never made a sissy of a boy!"   | KK 41987       |
| "A family on a budget eats better and I can prove it!"  | KK 41981       |
| "What's wrong with a woman marrying a younger man?"   | KK 37779       |
| "What's wrong with marrying on a shoestring?"   | KK 26674       |
| "There are right ways and wrong ways to scold a child, dear"  | KK 20919       |
| "But aren't men just as vain as women?"   | KK 47671       |
| "But darling, what's wrong with hiring a babysitter?"   | KK 22034       |
| "But dear, what's wrong with a woman for president?"  | KK 22033       |
| "Who said women can't keep secrets better than men?"  | KK 59138       |

|  |           |
|--|-----------|
| "Who should handle the money, husband or wife?"                | KK 32456  |
| "Just how frank should you be with a child?"                   | KK 37778  |
| "Easy dear! Folks your age should watch their blood pressure!" | KK 37775  |
| "But what's wrong with giving Cupid a little nudge?"           | KK 59137  |
| "Come on everybody - it's Elsie week"                          | KK 41901  |
| "Do all husbands change after marriage?"                       | KK 22608  |
| "Do college girls make better wives?"                          | KK 27333  |
| "Do parents expect too much of their children?"                | KK 20654  |
| "Do you want the child to develop an inferiority complex?"     | KK 26673  |
| "Should a parent open a child's mail?"                         | KK 32460  |
| "A child isn't bad just because he does naughty things"        | KK 20655  |
| "Should husbands and wives take separate vacations?"           | KK 23863  |
| "Are husbands more sentimental than wives?"                    | KK 47668  |
| "Aren't husbands really more possessive than wives?"           | KK 47668  |
| "A child isn't necessarily stupid because he gets low marks!"  | KK 32461  |
| "How much should you help your in-laws?"                       | KK 32462  |
| "I'm up to my horns in plans for our Second Hundred Years ..." | KK 129939 |
| "It was written almost 100 years ago! Says Elsie ..."          | KK 128017 |
| "Aren't men really more extravagant than women?"               | KK 47669  |
| "How much do parents own their children?"                      | KK 32459  |
| "How much allowance should a child get?"                       | KK 27334  |

1. Southern Foods Group, L.P. ("SFG") will be assigned Borden, Inc.'s and BDH Two, Inc.'s rights under preexisting trademark licenses for the "Borden" and "Elsie" trademarks with:

Affiliated Funding, Inc. (d/b/a Plains Dairy Products), May 1, 1997 through May 1, 2002  
Dean Foods Co., April 5, 1997 through April 5, 2001  
Reiter Dairy, Inc. (Dean Foods Co.), October 30, 1995 through October 29, 2000  
Country Fresh, Inc., January 1, 1991 through December 31, 1999 (with one year renewals)  
H.P. Hood, Inc., August 26, 1996 through August 25, 2005  
Rich Foods, Inc., May 31, 1996 through November 30, 1999  
Sunnydale Farms, Inc., July 1996 through December 31, 2001  
Turner Dairies, Inc., June 14, 1996 through June 13, 1999  
United Dairy, Inc., June 30, 1995 through June 29, 1999

2. SFG will be assigned Borden, Inc.'s interest in a patent license agreement between Borden, Inc. and Creamery Hollow, Inc., (the owner of the patent)

3. SFG will grant a trademark license to Borden Foods Corporation for sweetened condensed milk under the "Meadow Gold" trademark.

4. SFG will grant a trademark license to Borden Foods Corporation for ice cream under the "Eagle" trademark.