

RE

11-13-2001

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of

101895012

Attached original documents or copy thereof.

Handwritten initials

1. Name of conveying party(ies):

Milk Products, LLC 435 East Main Street Chilton, WI 53014

Handwritten: 11/7/01

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

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: New York State: NY ZIP: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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 Collateral Security Agreement

Execution Date: November 6, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corp.

Street Address: 400 Seventh Street, NW

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

Handwritten: 3

7. Total fee (37 CFR 3.41):

Handwritten: \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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DO NOT USE THIS SPACE

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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.

Oghale Jituboh Name of Person Signing

Handwritten signature: Oghale Jituboh

11-07-01 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002395 FRAME: 0117

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SAV-A-CAF	06/08/71	912,427
SAV-A-CAF	10/26/82	1,213,772
SAV-A-LAM	04/04/00	2,337,665

**COLLATERAL SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, Milk Products, LLC ("Milk Products"), has adopted, used and is using the trademarks and service marks listed on the Annexed Schedule, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks").

WHEREAS, Milk Products has entered into a Guarantee and Collateral Agreement dated as October 11, 2001 (the "Collateral Agreement") in favor of The Chase Manhattan Bank, as Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, Milk Products has pledged to the Collateral Agent and granted to the Collateral Agent a continuing security interest in all right, title and interest of Milk Products in, to and under the Trademarks together with the applications and registrations thereof, including, without limitation, any and all causes of action to which may exist by reason of infringement thereof, to secure the payment, performance and observance of the obligations as defined in the Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged Milk Products hereby grants to the Collateral Agent a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the obligations.

Milk Products hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Milk Products has caused this Collateral Security Agreement to be duly executed by its officer thereunto duly authorized as of 11th day of November, 2001.

MILK PRODUCTS, LLC

By: [Signature]
Printed Name: John W. Curran
Title: Assistant Secretary

STATE OF MINNESOTA)
)
COUNTY OF)

Subscribed and sworn to before me, a Notary Public, this 11th day of November, 2001

[Signature]
Notary Public

(SEAL)

