

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--------------------------------------------------------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ABBOTSFORD ACQUISITION CORP. | | 09/08/2008 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | BANK OF AMERICA, N.A. | | |
| Street Address: | 100 NORTH TRYON STREET | | |
| City: | CHARLOTTE | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255 | | |
| Entity Type: | NATIONAL ASSOCIATION: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77370960 | ABBOTSFORD FARMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (646)848-4455 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-848-4455 | | |
| Email: | JLIK@SHEARMAN.COM | | |
| Correspondent Name: | SHARON HERMAN | | |
| Address Line 1: | 599 LEXINGTON AVENUE | | |
| Address Line 2: | SHEARMAN & STERLING LLP | | |
| Address Line 4: | NEW YORK, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 03232-00373 | | |
| NAME OF SUBMITTER: | SHARON HERMAN | | |
| Signature: | /SHARON HERMAN/ | | |

CH \$40.00 77370960

Date:

09/29/2008

Total Attachments: 6

source=Michael Foods IP Security Agreement#page1.tif

source=Michael Foods IP Security Agreement#page2.tif

source=Michael Foods IP Security Agreement#page3.tif

source=Michael Foods IP Security Agreement#page4.tif

source=Michael Foods IP Security Agreement#page5.tif

source=Michael Foods IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated September 8, 2008, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Bank of America N.A., as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, THL Food Products Co., a Delaware corporation, has entered into a Credit Agreement dated as of November 20, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with THL Food Products Holding Co., a Delaware corporation ("*Holdings*"), Bank of America, N.A., as the L/C Issuer, the Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated November 20, 2003 made by the Grantor and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated November 20, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.


SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ABBOTSFORD ACQUISITION CORP.

By 

Mark Witmer
Secretary and Treasurer

Address for Notices:
c/o Michael Foods, Inc.
301 Carlson Parkway, Suite 400
Minnetonka, Minnesota 55305
Attn: Mark Witmer

**Schedule A
Patents and Patent Applications**

None.

**Schedule B
Trademark and Service Mark
Registrations and Applications**

| <u>Grantor</u> | <u>Mark</u> | <u>Country</u> | <u>Reg. No.</u> | <u>Applic. No.</u> | <u>Filing Date</u> | <u>Issue Date</u> |
|------------------------------------|------------------|----------------|---------------------|------------------------|-----------------------------------------------------------------------------------|-----------------------|
| Abbotsford Acquisition Corp. | Abbotsford Farms | U.S. | | 77-370960 | 01-14-2008 | |
| Abbotsford Acquisition Corp. | Abbotsford Farms | Canada | | 1399843 | 06-06-2008 (deemed to be filed on 01-14-2008 based on U.S. filing) | |

Schedule C
Copyright Registrations and Applications
and Exclusive Copyright Licenses

None.