

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/

08-14-2009

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



ET

6/25/09

103570938

To the Director of the U. S. Patent

documents on the new address(es) below.

1. Name of conveying party(ies):

Ahava Food Corp.

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 08/22/2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

- Yes
- No

Name: Signature Bank

Internal

Address: \_\_\_\_\_

Street Address: 565 Fifth Avenue

City: New York

State: NY

Country: USA

Zip: 10017

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Bank (NY, USA) Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Two applications listed on attached sheet

B. Trademark Registration No.(s)

Twenty-three registrations listed on attached sheet

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jonathan M. Holda

Internal Address: Ober Kaler

Street Address: 120 E. Baltimore Street

City: Baltimore

State: MD

Zip: 21202

Phone Number: 410-347-2380

Fax Number: 443-263-7580

Email Address: jmholda@ober.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00

TO BE DETERMINED

- Authorized to be charged to deposit account
  - Enclosed
- Fee Pd.

8. Payment Information:

Deposit Account Number 503391

Authorized User Name J. Holda

9. Signature:

/Jonathan M. Holda/  
Signature

July 14, 2009  
Date

Jonathan M. Holda  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ADDITIONAL SHEET ATTACHED TO TRADEMARK RECORDATION COVER  
SHEET - MARKS PREVIOUSLY OWNED BY AHAVA FOOD CORP.**

<u>Mark</u>	<u>Trademark Application Serial Number</u>
MY BABY	Ser. No. 77217658
FRUIT O LICIOUS	Ser. No. 76514364

<u>Mark</u>	<u>Trademark Registration Number</u>
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DEEP CHOCOLATE SWIRL	Reg. No. 3490673
BERRIES SCREAM BANANA	Reg. No. 3447075
CHOKLOMOCA	Reg. No. 3447074
ORANGES MEET GUAVA	Reg. No. 3447068
VEGICHECKED	Reg. No. 3233384
VEGICHECKED	Reg. No. 3233383
SOY-YOG	Reg. No. 3473628
FRUIT YOG LICIOUS	Reg. No. 3349275
KAHAL	Reg. No. 3169410
AHAVA	Reg. No. 3038963
GIDEON	Reg. No. 2721299
OF GOLAN	Reg. No. 2960129
PRIMO SAPORE	Reg. No. 2924793
LAGVINA	Reg. No. 2815316
HOD GOLAN	Reg. No. 2629824
THE HEIGHT OF GOOD TASTE	Reg. No. 2404337
BEST MOOO	Reg. No. 2795127
SLIM U	Reg. No. 2716873
ACHUZA	Reg. No. 2283410
EMEK	Reg. No. 2890623
YOU CAN'T CHOOSE A BETTER MILK	Reg. No. 2159177
NEW SQUARE	Reg. No. 1925643
MORNING SELECT	Reg. No. 1820739

## SECURITY AGREEMENT

SECURITY AGREEMENT (this "Security Agreement" or this "Agreement"), made this 27<sup>th</sup> day of August, 2005, by and among AHAVA FOOD CORP., a New York corporation ("Ahava"), ST. LAWRENCE FOOD CORP., a New York corporation ("SLF Corp"), LEWIS COUNTY DAIRY CORP., a New York corporation ("LCD Corp"), YONI REALTY, LLC, a New York limited liability company ("YR LLC", and together with Ahava, SLF Corp, LCD Corp and YR LLC, the "Grantors", and each a "Grantor"), and SIGNATURE BANK, having an office at 565 Fifth Avenue, New York, New York 10017 its successors or assigns (together with its affiliates and subsidiaries, herein called the "Bank");

### WITNESSETH:

In consideration of financial accommodations (arising from loan, advance, letter of credit, acceptance and/or other credit transactions) given or to be given or to be continued to one or more of the Grantors or to any other party(ies) at the request, or for the benefit, or upon the undertaking, of any or all of the Grantors by the Bank, the Grantors hereby agree with the Bank that, whenever any or all of the Grantors shall be at any time or times directly or contingently indebted, liable or obligated to the Bank in any manner whatsoever, the Bank shall have the following rights and the Grantors shall have the following obligations:

#### 1. Security Interest; Definitions.

(a) As security for the due and punctual payment of any and all of the present and future Obligations (defined below), each Grantor hereby collaterally assigns, mortgages, pledges, hypothecates and grants to the Bank a first lien on and security interest in (subject only to Permitted Encumbrances (as defined in the Loan Agreement) all assets of such Grantor set forth, referred to, or listed on, Schedule I hereto and made a part hereof (all such assets being hereinafter referred to as the "Collateral").

(b) Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement and, as used herein, the following terms shall have the following meanings:

"Agreement" or "Security Agreement" means this Security Agreement, including all schedules, exhibits and annexes hereto, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Event of Default" has the meaning set forth in Section 8 below.

"Loan Agreement" shall mean the Master Credit Facility Agreement, dated as of August 22, 2005, by and among the Grantors, Moise Banayan and the Bank, as the same may be amended, modified, restated, supplemented or otherwise modified from time to time.

"Obligations" means all liabilities and obligations, absolute or contingent, joint, several or independent, of any and all of the Grantors to the Bank, now or hereafter existing, due or to become due to, or held or to be held by, the Bank for its own account or as agent for another or others, whether created directly or acquired by assignment or otherwise and howsoever evidenced.

#### 2. Title; Liens and Encumbrances.

Exhibit A-372

Each Grantor represents and warrants that such Grantor is, or to the extent that this Agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral, having good and marketable title thereto, free from any and all liens, security interests, encumbrances and claims, other than Permitted Encumbrances; no Grantor will create or assume or permit to exist any such lien, security interest, encumbrance or claim on or against the Collateral except for Permitted Encumbrances, and such Grantor will promptly notify the Bank of any such other claim, lien, security interest or other encumbrance, made or asserted in writing against the Collateral and will defend the Collateral against any claim, lien, security interest or other encumbrance, other than Permitted Encumbrances.

3. **Representations and Warranties;  
Location of Collateral and Records;  
Business and Trade Names.**

(a) Each Grantor represents and warrants that it has no place of business, offices where such Grantor's books of account and records are kept, or places where the Collateral consisting of goods (including equipment and inventory) is used, stored or located, except as set forth on Schedule II hereto, and covenants that such Grantor will promptly notify the Bank of any change in the foregoing representation. Each Grantor shall at all times maintain its records as to the Collateral at its chief place of business at the address referred to on Schedule II and at none other. Each Grantor further covenants that except for books and records delivered to the Bank or an agent for the Bank, no Grantor will store, use or locate any of the Collateral consisting of books and records at any place other than as listed on Schedule II hereto.

(b) Each Grantor represents and warrants that it currently uses no business or trade names, except as set forth on Schedule II hereto, and covenants that such Grantor will promptly notify the Bank, in sufficient detail, of any changes in, additions to, or deletions from the business or trade names used by such Grantor for billing purposes.

(c) Each Grantor represents and warrants that to its knowledge it has complied and is in compliance in all material respects with all applicable provisions of the Fair Labor Standards Act, including, without limitation, the minimum wage and overtime rules of that Act, and covenants each Grantor will continue to comply with such Act.

4. **Perfection of Security Interest**

Each Grantor will cooperate with the Bank in the Bank's filing of one or more financing statements pursuant to the Uniform Commercial Code or other notices appropriate under applicable law, in each case in order to perfect the Bank's security interest in the Collateral, in form satisfactory to the Bank. Each Grantor will pay all filing or recording costs with respect thereto, and all costs of filing or recording this Agreement or any other instrument, agreement or document executed and delivered pursuant hereto (including the cost of all federal, state or local mortgage, documentary, stamp or other similar taxes), in each case, in all public offices where filing or recording is deemed by the Bank to be necessary or desirable. Each Grantor hereby authorizes the Bank to take all action (including, without limitation, the filing of any Uniform Commercial Code Financing Statements or amendments thereto without the signature of such Grantor) that the Bank may deem necessary or desirable to perfect or otherwise protect the liens and security interests created hereunder and to obtain the benefits of this Agreement.

5. **General Covenants.**

Each Grantor shall:

(a) furnish the Bank from time to time at the Bank's request written statements and schedules further identifying and describing the Collateral in such detail as the Bank may reasonably require;

(b) advise the Bank promptly, in sufficient detail, of any substantially adverse change in the value of the Collateral, and of the occurrence of any event that is reasonably likely to have a material adverse effect on the value of the Collateral or on the Bank's security interest therein;

(c) comply in all material respects with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official, applicable to the Collateral or any part thereof or to the operation of such Grantor's business, provided that such Grantor may contest any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner that will not, in the Bank's opinion, adversely affect its rights or the priority of its security interest in any of the Collateral;

(d) perform and observe in all material respects all covenants, restrictions and conditions contained in any document, instrument or agreement executed in connection herewith providing for payment of taxes, maintenance of insurance and otherwise relating to the Collateral, as though such covenants, restrictions and conditions were fully set forth in this Agreement;

(e) promptly notify the Bank of all disputes with account debtors involving amounts in excess of \$25,000; and

(f) promptly execute and deliver to the Bank such further deeds, mortgages, assignments, security agreements or other instruments, documents, certificates and assurances and take such further action as the Bank may from time to time in its sole discretion deem necessary to perfect, protect or enforce its security interest in the Collateral or otherwise to effectuate the intent of this Agreement and the Loan Documents.

#### 6. Assignment of Insurance.

At or prior to the execution hereof, the Grantors shall deliver to the Bank copies of, or certificates of the issuing companies with respect to, endorsements of any and all policies of insurance owned by any of the Grantors covering or in any manner relating to the Collateral, in form and substance reasonably satisfactory to the Bank, naming the Bank as an additional insured party as its interest may appear and indicating that no such policy will be cancelled or otherwise terminated without at least thirty (30) days' prior written notice from the insurer to the Bank and the Grantors agree that such no such policy will be reduced in coverage or amount without at least thirty (30) days' prior written notice to the Bank. As further security for the due payment and performance of the Obligations, the Grantors hereby collaterally assign to the Bank all sums, including returned or unearned premiums, that may become payable under or in respect of any policy of insurance owned by any Grantor covering or in any manner relating to the Collateral, and each Grantor hereby directs each insurance company issuing any such policy to make payment of sums directly to the Bank after the occurrence and during the continuance of an Event of Default (defined below). Each Grantor hereby appoints the Bank as its attorney-in-fact and authorizes the Bank in its or in the Bank's name to endorse any check or draft representing any such payment and to execute any proof of claim, subrogation receipt and any other document required by such insurance company as a condition to or otherwise in connection with such payment, and, upon the occurrence and during the continuation of an Event of Default, to cancel, assign or surrender any such policies. All such sums received by the

Bank shall be applied by the Bank to satisfaction of the Obligations or, to the extent that such sums represent unearned premiums in respect of any policy of insurance on the Collateral refunded by reason of cancellation, toward payment for similar insurance protecting the respective interests of the Grantors and the Bank, or as otherwise required by applicable law, and to the extent not so applied shall be paid over to the Grantors entitled thereto.

7. Collections.

(a) Subject to the other provisions of this Section 7, each Grantor may collect all checks, drafts, cash or other remittances (i) in payment of any of its accounts, contract rights or general intangibles constituting part of the Collateral, (ii) in payment of any Collateral sold, transferred, leased or otherwise disposed of, or (iii) in payment of or in account of its accounts, contracts, contract rights, notes, drafts, acceptances, general intangibles, choses in action and all other forms of obligations relating to any of the Collateral so sold, transferred, or leased or otherwise disposed of, and all of the foregoing amounts so collected shall be held in trust by such Grantor for, on the property of, the Bank and shall not be commingled with other funds, money or property of such Grantor.

(b) After the occurrence and during the continuance of an Event of Default, upon the written demand of the Bank for the payment of any Obligations, each Grantor will immediately upon receipt of all such checks, drafts, cash or other remittances in payment of any of its accounts, contract rights or general intangibles constituting part of the Collateral, deliver any such items to the Bank accompanied by a remittance report in form supplied or approved by the Bank, such items to be delivered to the Bank in the same form received, endorsed or otherwise assigned by such Grantor where necessary to permit collection of such items and, regardless of the form of such endorsement, each Grantor hereby waives presentment, demand, notice of dishonor, protest, notice of protest and all other notices with respect thereto.

(c) Each Grantor will immediately upon receipt of all checks, drafts, cash or other remittances in payment for any Collateral sold, transferred, leased or otherwise disposed of, or in payment or on account of its accounts, contracts, contract rights, notes, drafts, acceptances, general intangibles, choses in action and all other forms of obligations relating to any of the Collateral so sold, transferred, leased or otherwise disposed of, deliver any such items to the Bank accompanied by a remittance report in form supplied or approved by the Bank, such items to be delivered to the Bank in the same form received, endorsed or otherwise assigned by such Grantor where necessary to permit collection of such items and, regardless of the form of such endorsement, such Grantor hereby waives presentment, demand, notice of dishonor, protest, notice of protest and all other notices with respect hereto.

(d) Each Grantor will promptly notify the Bank in writing of the return or rejection of any goods represented by any accounts, contract rights or general intangibles and such Grantor shall forthwith account therefore to the Bank in cash without demand or notice and until such payment has been received by the Bank, such Grantor will receive and hold all such goods separate and apart, in trust for and subject to the security interest in favor of the Bank, and the Bank is authorized to sell, for such Grantor's account and at such Grantor's sole risk, all or any part of such goods.

(e) After the occurrence and during the continuance of an Event of Default, each Grantor hereby authorizes and directs each Person (each, an "Account Debtor") liable to such Grantor in respect of such Grantor's accounts, contract rights or general intangibles, upon the occurrence and during the continuance of an Event of Default and upon notice from the Bank to such Account Debtor,

to pay directly to the Bank all monies as and when due such Grantor from such Account Debtor, and upon such notice to such Account Debtor, to draw and deliver to the order of the Bank any and all checks and other instruments for the payment of or in respect of such Grantor's accounts, contract rights or general intangibles, and to accept the receipts of the Bank therefor.

(f) All of the foregoing remittances shall be applied and credited by the Bank first to satisfaction of the Obligations then due and payable or as otherwise required by applicable law, and to the extent not so credited or applied, shall be paid over to the applicable Grantor.

**8. Events of Default.**

Upon the occurrence and during the continuation of:

- (a) any "Event of Default" under the Loan Agreement;
- (b) non-payment when due of any of the Obligations other than those arising under the Loan Agreement;
- (c) the failure of a Grantor to perform any agreement on its part to be performed (other than the agreements, obligations and covenants referred to in the foregoing items (a) and (b)) hereunder or under the terms of any agreement, document or instrument (not constituting a Loan Document), governing any of the Obligations and such failure shall remain unremedied for a period of thirty (30) days following the occurrence of such failure; provided, however, if (i) no grace period is provided to the Obligor under the Loan Agreement or (ii) a grace period of a specific duration is provided to the Obligor under the Loan Agreement to cure any such failure, then such grace period (or lack thereof) shall apply to such failure;
- (d) at any time any representation in any financial or other statement of a Grantor (delivered to the Bank by or on behalf of a Grantor) is untrue or omits any material fact;
- (e) if a material adverse change shall occur in the financial condition of a Grantor, or a guarantor of any of the Obligations;
- (f) if a Grantor (or any endorser, guarantor or surety of or upon any of the Obligations) who is an individual shall die or become disabled, or (a Grantor which is a partnership, limited liability company or corporation) shall be dissolved or shall become insolvent (however evidenced);
- (g) upon the suspension of business by a Grantor, or upon the issuance of any warrant, process, or order of attachment, garnishment of lien and/or the filing of a lien as a result thereof against any of the property of a Grantor (or any endorser, guarantor or surety of or upon any of the Obligations) where the amount claimed is in excess of \$50,000 in the aggregate; or
- (h) upon the making by a Grantor (or any endorser, guarantor or surety) of an assignment for the benefit of creditors under any bankruptcy, reorganization, arrangement

of debt, insolvency, readjustment of debt, composition, receivership, liquidation or dissolution law or statute of any jurisdiction,

then the Bank shall have the right, with or without notice to each Grantor, as to any or all of the Collateral, by any available judicial procedure or without judicial process, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, to enforce payment under any equipment lease, account, general intangible or other item to be made directly to the Bank, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Bank shall have the right to sell, lease, or otherwise dispose of all or any part of the Collateral, whether in its then condition or after further preparation or processing, either at public or private sale or at any broker's board, in bulk, for cash or for credit, with or without warranties or representations, and on such terms and conditions, all as the Bank in its sole discretion may deem advisable, and it shall have the right to purchase at any such sale; and, if any Collateral shall require rebuilding, repairing, maintenance, preparation, or is in process or other unfinished state, the Bank shall have the right, at its option, to do such rebuilding, repairing, preparation, processing or completion of manufacturing, for the purpose of putting the Collateral in such saleable or disposable form as it shall deem appropriate. At the Bank's request, each Grantor shall assemble the Collateral and make it available to the Bank at places that the Bank shall select, whether at such Grantor's premises or elsewhere, and make available to the Bank, without rent, all of such Grantor's premises and facilities for the purpose of the Bank's taking possession of, removing or putting the Collateral in saleable or disposable form. The proceeds of any such sale, lease or other disposition of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the reasonable attorneys' fees and legal expenses incurred by the Bank, and then to satisfaction of the Obligations, and to the payment of any other amounts required by applicable law, after which the Bank shall account to each Grantor for any surplus proceeds. If, upon the sale, lease or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Bank is legally entitled, each Grantor will be liable for the deficiency, together with interest thereon, at the rate prescribed in the Loan Documents, and the reasonable fees of any attorneys employed by the Bank to collect such deficiency. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands against the Bank arising out of the repossession, removal, retention or sale of the Collateral.

9. Costs and Expenses.

Any and all fees, out of pocket costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank, in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of financing statements and other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and the Bank's security interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transaction to



which this Agreement relates, shall be borne and paid by the Grantors promptly after written demand by the Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in Section 8.15 of the Loan Agreement or, if applicable, as prescribed in the case of a default or event of default under documentation governing other Obligations.

**10. Power of Attorney.**

Each Grantor authorizes the Bank and does hereby make, constitute and appoint the Bank, and any officer or agent of the Bank, with full power of substitution, as such Grantor's true and lawful attorney-in-fact, with power, in its own name or in the name of such Grantor: (a) to endorse any notes, checks, drafts, money orders, or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Bank; (b) to sign and endorse any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against any debtor, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (c) to pay or discharge any taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; (d) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; (e) to open any safe deposit box or bank vault in order to take possession of any Collateral; and (f) generally, to do, at the Bank's option and at such grantor's expense, at any time, or from time to time, all acts and things that the Bank deems necessary to protect, preserve and realize upon the Collateral and the Bank's security interest therein; and such grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof; provided, however, that none of the actions described in clauses (a) through (e) of this sentence may be taken by the Bank unless and until an Event of Default has occurred and is continuing. This power of attorney shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding or the Bank shall have any remaining Commitment under the Loan Agreement or any other lending commitment to any Grantor.

**11. Notices.**

All notices and other communications pursuant to this Agreement shall be given and deemed given in the manner prescribed by the Loan Agreement (and the applicable portion of the Loan Agreement is hereby incorporated herein by reference). Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

**12. Other Security.**

To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other Person then the Bank shall have the right in its sole discretion to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Bank's rights and remedies hereunder.

**13. Deposits.**

Any and all deposits or other sums at any time credited by or due from the Bank to a Grantor, whether in regular or special depository accounts or otherwise, shall at all times constitute additional collateral for the Obligations, and, so long as an Event of Default shall have occurred and be

continuing, may be set-off by the Bank against any Obligations at any time whether or not they are then due and whether or not other collateral held by the Bank is considered to be adequate.

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflict of laws except as set forth in Section 5-1401 of the New York General Obligation Law.

15. Miscellaneous.

(a) Beyond the safe custody thereof, the Bank shall have no duty as to the collection of any Collateral in its possession or control or in the possession or control of any agent or nominee of the Bank, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

(b) No course of dealing between any Grantor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) All of the Bank's rights and remedies with respect to the Collateral, whether established hereby or by the other Loan Documents, or by any other agreements, instruments or documents or by law, shall be cumulative and may be exercised singly or concurrently.

(d) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

(e) This Agreement is subject to modification only by a writing signed by the parties.

(f) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that the rights and obligations of any Grantor under this Agreement shall not be assigned or delegated without the prior written consent of the Bank, and any purported assignment or delegation without such consent shall be void.

(g) EACH GRANTOR AND THE BANK MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO EXTEND CREDIT.

(h) Any content of this Agreement which is also addressed by the Loan Agreement shall be construed to the maximum extent possible as supplementary and complementary. If a conflict nonetheless shall be found to exist, the provision of Section 8.19 of the Loan Agreement shall prevail.

(i) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (A) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein) (B) any reference herein to any Person shall be construed to include such Person's successors and assigns, (C) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (D) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules of this Agreement, and (E) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.


16. Term of Agreement.

The term of this Agreement shall commence on the date hereof and this Agreement shall continue in full force and effect, and be binding upon each Grantor, until all of the Obligations have been fully paid and performed (and the Commitment under the Loan Agreement and any other lending commitment of the Bank to a Grantor have been terminated), and such payment and performance (and termination) have been acknowledged in writing by the Bank, whereupon this Agreement shall terminate.


*[Signatures appear on the following page]*


WITNESS the execution of this Security Agreement as of the day and year first above written.

WITNESS:


  
Name: Beth E. Spicker

AAVA FOOD CORP.

By:   
Name: Mose Panayan  
Title: President


  
Name: Beth E. Spicker


ST. LAWRENCE FOOD CORP.

By:   
Name: Mose Panayan  
Title: President


  
Name: Beth E. Spicker


LEWIS COUNTY DAIRY CORP.

By:   
Name: Mose Panayan  
Title: President

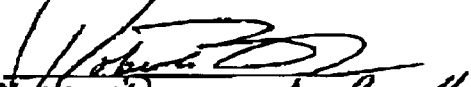
  
Name: Beth E. Spicker

YONI REALTY, LLC

By:   
Name: Mose Panayan  
Title: Manager

  
Name: Jessica Thaker

SIGNATURE BANK

By:   
Name: Robert A. Broth  
Title: SVP

Security Agreement

Exhibit A-381

**SCHEDULE I TO SECURITY AGREEMENT**

(a) All personal properties, personal assets and rights of each Grantor, wherever located, whether now owned or hereafter acquired or arising, including, without limitation, all personal property and fixtures of every kind and nature, all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money (including, without limitation, the right to receive all payments in connection with any and all equipment leases made by each Grantor as lessor), insurance claims and proceeds, tort claims, and all general intangibles including, without limitation, all payment intangibles, all income, cash, dividends, redemptions, return of capital or other distributions (in each case consisting of cash, cash equivalents or marketable securities, and all licenses, permits, agreements of any kind or nature pursuant to which such Grantor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or other possess, use or have authority to possess or use property (whether tangible or intangible) of such grantor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

(b) Any and all additions and accessions to the foregoing, all substitutions and replacements therefor and all products and proceeds thereof.

All terms defined in the Uniform Commercial Code of the State of New York and used herein shall have the same definitions herein as now specified therein and as such terms may hereafter be amended; provided, however, the term "instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code of the State of New York rather than Article 3.

Exhibit A-382

TRADEMARK  
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**SCHEDULE II TO SECURITY AGREEMENT**

**Chief Place of Business:**

**Ahava Food Corp:**

110 Beard Street, Brooklyn, NY 11231

**St. Lawrence Food Corp:**

30 Main Street, Ogdensburg, NY 13669

**Lewis County Dairy Corp:**

7705 State Route 812, Lowville, NY 13367

**Yoni Realty, LLC:**

110 Beard Street, Brooklyn, NY 11231

**Offices Where Records Are Kept:**

**Ahava:**

110 Beard Street, Brooklyn, NY 11231

**St. Lawrence Food Corp:**

SAME AS ABOVE

**Lewis County Dairy Corp:**

SAME AS ABOVE

**Yoni Realty LLC:**

SAME AS ABOVE

**Other Locations Where Collateral Is Stored, Used or Located:**

**Ahava Food Corp.:**

SAME AS ABOVE

**St. Lawrence Food Corp:**

SAME AS ABOVE

Exhibit A-383

**Lewis County Dairy Corp:**

**SAME AS ABOVE**

**Yoni Realty LLC:**

**SAME AS ABOVE**

**Business and Trade Names Used :**

**Ahava Food Corp.:**

**Ahava Food Corp.**

**St. Lawrence Food Corp:**

**St. Lawrence Food Corp.**

**Lewis County Dairy Corp:**

**Lewis County Dairy Corp.**

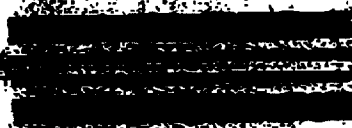
**Yoni Realty LLC:**

**Yoni Realty, LLC**

Exhibit A-384

232577

2005 AUG 23 AM 11:00



**SECURED PARTY STATEMENT**  
 THIS STATEMENT IS TO BE FILED WITH THE UCC AND SHOULD BE FILED CAREFULLY.  
 CONTACT AT FILER NUMBER: 212-592-1400  
 SECURED PARTY: **Herrick Feinstein LLP**  
 2 Park Avenue  
 New York, NY 10016  
 E-mail: **hfeinstein@herrick.com**

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DRAW DOWN**

THE ABOVE SPACE IS FOR FILING OFFICER USE ONLY

**1. DEBTOR (PARTY FULL LEGAL NAME - Use full legal name from the documents to which you are referring)**  
 Debtor Name: **Always Food Corp.**

**2. DEBTOR'S ADDRESS**  
 110 Beard Street  
 Brooklyn  
 NY 11231  
 US

**3. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME**  
 Corporation  
 New York

**4. SECURED PARTY'S NAME (FULL LEGAL NAME - Use full legal name from the documents to which you are referring)**  
 Secured Party Name: **Signature Bank**

**5. SECURED PARTY'S ADDRESS**  
 565 Fifth Avenue  
 New York  
 NY 10017  
 US

All personal property of Debtor (subject to the limitations set forth in the Security Agreement dated as of August 22, 2005, made by the Debtor, St. Lawrence Food Corp., a New York corporation, Lewis County Dairy Corp., a New York corporation, and Yoni Realty, LLC, a New York limited liability company, in favor of the Secured Party, as the same may be amended, supplemented or restated from time to time), whether now owned or existing or hereafter acquired or arising, regardless of where located, and all products, proceeds, supporting obligations, substitutions, amendments and replacements thereof.

ALTERNATIVE DISPUTE RESOLUTION	UCC FILING	FINANCING STATEMENT	SEARCHED	INDEXED	FILED	AC. LIST	NON-ACC. FILING	
Filed with: NY - Secretary of State							223660R	222280

FILED OFFICE COPY UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/2002)

**FILING NUMBER: 200508230918974**

Exhibit A-386

**TRADEMARK  
REEL: 004045 FRAME: 0171**



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2005 AUG 23 AM 11:00

UCC FINANCING STATEMENT

PLEASE PRINT CLEARLY AND CAREFULLY

1. CREDITOR'S CONTACT INFORMATION (Print Name and Address)

212-592-1400

Herrick Feinstein LLP  
2 Park Avenue  
New York, NY 10016

hjohnson@herick.com

CSC 50  
DRAW DOWN

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME (Print Name and Address) (Do not abbreviate or omit the name)

Lewis County Dairy Corp

2. DEBTOR'S ADDRESS

7705 Rt. 812  
Lowville  
NY 13367  
US

3. TYPE OF ORGANIZATION

Corporation  
New York

4. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (Do not abbreviate or omit the name)

5. ADDITIONAL DEBTOR'S ADDRESS

6. TYPE OF ORGANIZATION

7. SECURED PARTY'S EXACT FULL LEGAL NAME (Print Name and Address) (Do not abbreviate or omit the name)

Signature Bank

8. SECURED PARTY'S ADDRESS

565 Fifth Avenue  
New York  
NY 10017  
US

9. THIS FINANCING STATEMENT covers the following collateral:

All personal property of Debtor (subject to the limitations set forth in the Security Agreement dated as of August 22, 2005, made by the Debtor, Ahava Food Corp., a New York corporation, St. Lawrence Food Corp., a New York corporation, and Yoni Realty, LLC, a New York limited liability company, in favor of the Secured Party, as the same may be amended, supplemented or restated from time to time), whether now owned or existing or hereafter acquired or arising, regardless of where located, and all products, proceeds, supporting obligations, substitutions, amendments and replacements thereof

10. ALTERNATE DISBURSMENT INFORMATION

11. FILING OFFICE

12. FILING DATE

13. FILING TIME

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FILING NUMBER: 200508230918962

Exhibit A-387