

10-09-2001



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
09/25/2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09/25/2001

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/09/2001 DBYRNE 00000240 76236361

01 FC:481 40.00 OP
02 FC:482 775.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

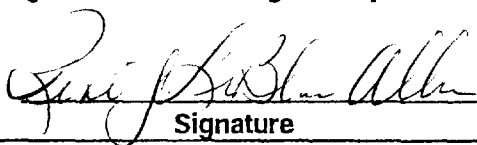
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Rene LeBlanc-Allman
Name of Person Signing


Signature

10-4-01
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of this 25th day of September, 2001 by MARIGOLD FOODS, LLC (f/k/a Marigold Foods, Inc.), a Delaware limited liability company (the "Grantor"), in favor of FIRST UNION NATIONAL BANK, as Collateral Agent (the "Collateral Agent") under the Credit Agreement (as defined below).

STATEMENT OF PURPOSE

WHEREAS, the Grantor owns certain trademarks and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto; and

WHEREAS, pursuant to the terms of the Collateral Agreement dated September 25, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantor and the Collateral Agent, the Grantor has granted to the Collateral Agent a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all Trademark Collateral (as hereinafter defined) to secure the payment of all Obligations owing by National Dairy Holdings, LP, as Borrower (the "Borrower") under the Credit Agreement, dated September 25, 2001, by and among the Borrower, the Lenders party thereto and the Collateral Agent, and the other Loan Documents. All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

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

1. **Grant of Security Interest.** Grantor does hereby grant to the Collateral Agent a continuing security interest in all of Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired, in order to secure the Obligations referred to herein:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing appear or have appeared and designs owned by the Grantor (each of the foregoing items in this clause a "Trademark," and collectively, the "Trademarks,"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, together with all registrations and recordings thereof and all applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in any office or agent of the United States of America (including the

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United States Patent and Trademark Office) or any foreign country, and including, without limitation, those referred to in Schedule 1 annexed hereto and all reissues, extensions, continuations or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described in Section 1(a) (together, the "Trademark Licenses), including each Trademark license referred to in Schedule 2 annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Sections 1(a) or 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark license.

2. **Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. **Restrictions on Future Agreements.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, the Grantor will not, without the Collateral Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Collateral Agent, and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Collateral Agent under this Agreement.

4. **New Trademarks.** The Grantor represents and warrants to the Collateral Agent that the Trademarks listed on Schedule 1 annexed hereto and the license agreements listed on Schedule 2 annexed hereto constitute all of the Trademarks now owned by or licensed to the Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or in any foreign country or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Collateral Agent prompt written notice thereof. The Grantor hereby authorizes the Collateral Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 annexed hereto to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. **Lenders Not Liable.** Neither the Collateral Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitations, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

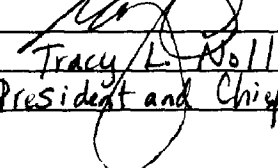
[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto, all as of the date first set forth above.

MARIGOLD FOODS, LLC
(f/k/a Marigold Foods, Inc.), as Grantor

By: National Dairy Holdings, LP, its Manager

By: Dairy Management LLC,
its sole General Partner

By: 
Name: Tracy L. Noll
Title: President and Chief Operating Officer

[Signature Pages Continue]

Agreed and Accepted as of the
25th day of September, 2001.

FIRST UNION NATIONAL BANK,
as Collateral Agent

By: 
Name: Jorge A. Gonzalez
Title: Senior Vice President

[Acknowledgment Follows]

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Betty M. Anute, a Notary Public for said County and State, do hereby certify that Tracy L. Noll personally appeared before me this day and stated that he is President and Chief Operating Officer of, DAIRY MANAGEMENT LLC and acknowledged, on behalf of DAIRY MANAGEMENT LLC, in its capacity as sole general partner of National Dairy Holdings, LP, in its capacity as manager of Marigold Foods, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 25th day of September, 2001.

Betty M. Anute

Notary Public

My commission expires:

Aug. 4, 2002

Schedule 1
to Trademark
Security Agreement

Registrations

<u>Trademark</u>	<u>Registration Nos.</u>
BECKER'S	2,222,933
BECKER'S	2,224,410
CEDARBURG	1,306,234
DUOS	1,938,184
HALF/PINTS	2,310,036
IT'S THE COWS	1,612,248
IT'S THE COWS	1,678,732
KEMPS	1,291,371
KEMPS	1,519,015
KEMPS	1,191,781
KEMPS	1,497,942
KEMPS	1,497,975
KEMPS LIGHT	2,222,163
KEMPSWICH	1,270,948
Miscellaneous Design	1,720,521
Miscellaneous Design	1,682,151
MOO BABIES	2,352,638

NEW ERA	1,573,638
NORTHERN EXPOSURE	2,179,517
TO YOUR HEALTH	2,046,556
YO-J	1,766,889
YOGURT JR.'S and Design	1,623,850

Trademark Applications

<u>Trademark Applications</u>	<u>Serial Nos.</u>
GILLETTE	76/236,361
GILLETTE	76/255,434
MOO SIPS	75/611,602
OAK GROVE	76/236,357
OAK GROVE	76/237,186
PURITY DAIRY	76/236,358
SIP N SNACK	76/056,464
SPOONZ	76/056,542
SPOONZ	76/251,880
YO-STIX	78/046,579

Common Law Trademarks

Bear Tracks

Club Cow Kemps. It's The Cows

Dairy Good

Gillette Dairy Products

Kemps

Marigold

Moo Mobile

Moo Sips

Oak Grove Dairy

Sip N Snack

Spoonz

Schedule 2
to Trademark
Security Agreement

Trademark Licenses

Licensing, Marketing and Distribution Agreement between Denali Flavors, LLC, 49 South Howell Street, Hillsdale, MI 49242, and Marigold Foods, Inc., 2929 University Avenue S.E., Minneapolis, MN 55414-3213, dated April 3, 1997.

Mark Licensed to Use: MOOSE TRACKS (ice cream)

BEAR CLAW

MOTHER LODE

PEANUT BUTTER IDITAROD

CARAMEL CARIBOU

GLACIER MINT

GLACIER BAY LEMON

ROWDY REINDEER

DENALI VANILLA

KODIAK ISLAND FUDGE

COCONUT IGLOOS

MUDDY SNOWSHOES

TUNDRA NUT SUNDAE

ALCAN HIGHWAY

License Agreement between Pearson Candy Company, Inc., 2140 West Seventh Street, St. Paul, MN 55164, and Marigold Foods, Inc., 2929 University Avenue S.E., Minneapolis, MN 55414-3213, dated January 25, 2001.

Mark Licensed to Use: NUT GOODIE (ice cream)

PEARSON'S SALTED NUT ROLL

License Agreement between Sugar Busters Foods, LLC, P.O. Box 55808, Metairie, LA 70055, and Marigold Foods, Inc., 2929 University Avenue S.E., Minneapolis, MN 55414-3213, dated April 27, 2000.

Mark Licensed to Use: SUGAR BUSTERS! (frozen dessert products)

SUGAR BUSTERS! Logos

Distribution/License Agreement between Marigold Foods, Inc., 2929 University Avenue S.E., Minneapolis, MN 55414-3213, and American Institutional Products, Inc., 502 NE 16th Avenue, Austin, MN 55912, dated August 3, 1998.

Mark Licensed to Use: AIP (frozen beverages)

THICK & EASY

Note: American Institutional Products, Inc. assigned AIP and THICK & EASY trademarks to Hormel Foods, LLC, 1 Hormel Place, Austin, MN 55912 on October 6, 1999.

[Trademark Security Agreement – Marigold Foods, LLC]