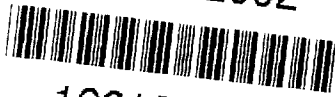


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06-27-2002



FINANCE SECTION

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATIC TRADEMARKS 102137522

DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): Manna Pro Corporation
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: Wells Fargo Business Credit, Inc. Internal Address: Street Address: 100 So. Brentwood, Ste. 300 City: St. Louis State: MO Zip: 63105
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Minnesota 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: April 4, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Herman Frederick Rusche, Esq. Internal Address: Street Address: Husch & Eppenberger, LLC 190 Carondelet Plaza, Ste. 600 City: St. Louis State: MO Zip: 63105

6. Total number of applications and registrations involved: 82
7. Total fee (37 CFR 3.41): \$ 2,065.00 Enclosed Authorized to be charged to deposit account Authorized to charge any additional amounts to deposit account.
8. Deposit account number: 08-3460

DO NOT USE THIS SPACE


9. Signature. Herman Frederick Rusche, Esq. Signature Date 6/17/02
Total number of pages including cover sheet, attachments, and document: 18

06/26/2002 T0IAZ1 00000170 138413 01 FC:481 02 FC:482 40.00 OP 2025.00 OP





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

## CONTINUATION OF SECTION 4


## ISSUED U.S. TRADEMARKS

REGISTRATION NO.	ISSUE DATE	TRADEMARK	FILE NO.
138,413	12/28/20	MILK-FLO	00053
151,875	02/14/22	MAN-O'WAR	00052
302,619	04/25/33		00051
346,971	06/15/37	MIL-KING (Stylized)	00050
553,632	01/15/52	LAB-MIX (Stylized)	00041
572,595	03/31/53	SUCKLE	00039
588,509	04/20/54	MANNA	00042
596,459	10/05/54	EGG MAKER	00044
748,856	04/30/63	VEAL-GLO	00032
753,797	07/30/63	TROPHY WINNER	00031
932,811	04/25/72	OPTIMIL	00030
959,026	05/15/73	SADDLE UP	00028
998,027	11/12/74	CLASSIC	00026
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1,011,329	05/27/75	LAMA	00024
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1,405,199	08/12/86	DOUBLE DUTY	00011
1,406,988	08/26/86	MANNA PRO	00014

US Express Mail No.: EU207696100US

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76/084,067	07/06/00	MANNA PRO	00519
78/106,301	02/01/02	MANNA PRO SELECT	00525
78/106,303	02/01/02	MANNA PRO SELECT	00526

## TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of April 4, 2002, is made by and between Manna Pro Corporation, a Kansas corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

### Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) ***Trademarks.*** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Affiliates.*** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a trademark security agreement substantially in the form of this Agreement.

(d) ***Title.*** The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) ***No Sale.*** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.



(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from

time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be

exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Manna Pro Corporation  
707 Spirit 40 Park Drive, Suite 150  
Chesterfield, Missouri 63005

MANNA PRO CORPORATION

By *Andrew Bresler*  
Its President

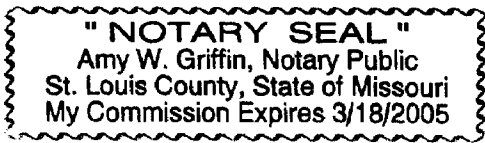
Wells Fargo Business Credit, Inc.  
100 South Brentwood Boulevard  
Suite 300  
St. Louis, Missouri 63105

WELLS FARGO BUSINESS CREDIT, INC.

By *Patricia Lodholz*  
**PATRICIA LODHOLZ**  
Its Vice President

STATE OF MISSOURI     )  
  )  
COUNTY OF ST. LOUIS    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2002, by Andrew Bresler, the President of Manna Pro Corporation, a Kansas corporation, on behalf of the corporation.



*Amy W. Griffin*  
Notary Public

STATE OF MISSOURI     )  
  )  
COUNTY OF ST. LOUIS    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2002, by Patricia Lodholz, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.



*Amy W. Griffin*  
Notary Public

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark

Registration Number

Registration Date


APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS


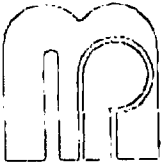


UNREGISTERED MARKS

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78/106,301	02/01/02	MANNA PRO SELECT	00525
78/106,303	02/01/02	MANNA PRO SELECT	00526

314.480.1933 direct dial  
fred.rusche@husch.com

June 17, 2002

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

Re: Recordation of Trademark Security Agreement

Dear Sir or Madam:

Enclosed, please find an original and one copy of an executed Trademark Security Agreement, a trademark recordation cover sheet, and an attorney's check for \$2,065.

If you have any questions or require additional information, please don't hesitate to contact me at the email address or phone number listed above. Thank you for your assistance in this matter.

Sincerely yours,

HUSCH & EPPENBERGER, LLC



H. Frederick Rusche

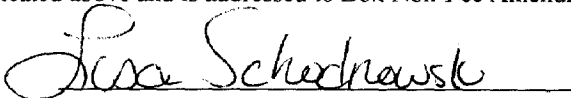
HFR  
Enclosures

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"Express mail" mailing label number: EU207696100US

Date of Deposit: 17 June 2002

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Box Non-Fee Amendment, Commissioner for Patents, Washington, D.C. 20231.



::ODMA\PCDOCS\ST\_LOUIS\1243803\1

2002 JUN 17 AM 9: 09

FINANCE SECTION

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):  
Manna Pro Corporation

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: Wells Fargo Business Credit, Inc.  
Internal  
Address: \_\_\_\_\_

Street Address: 100 So. Brentwood, Ste. 300  
City: St. Louis State: MO Zip: 63105

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Minnesota  
 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: April 4, 2002

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

A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
\_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Herman Frederick Rusche, Esq.  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: Husch & Eppenberger, LLC  
190 Carondelet Plaza, Ste. 600  
\_\_\_\_\_

City: St. Louis State: MO Zip: 63105

6. Total number of applications and registrations involved: 82

7. Total fee (37 CFR 3.41).....\$ 2,065.00

Enclosed  
 Authorized to be charged to deposit account  
Authorized to charge any additional amounts to deposit account.

8. Deposit account number:  
08-3460

DO NOT USE THIS SPACE

9. Signature.

Herman Frederick Rusche, Esq. \_\_\_\_\_  
Name of Person Signing                              Signature                              Date


7/1/02

18





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

### CONTINUATION OF SECTION 4

#### ISSUED U.S. TRADEMARKS

REGISTRATION NO.	ISSUE DATE	TRADEMARK	FILE NO.
138,413	12/28/20	MILK-FLO	00053
151,875	02/14/22	MAN-O'WAR	00052
302,619	04/25/33		00051
346,971	06/15/37	MIL-KING (Stylized)	00050
553,632	01/15/52	LAB-MIX (Stylized)	00041
572,595	03/31/53	SUCKLE	00039
588,509	04/20/54	MANNA	00042
596,459	10/05/54	EGG MAKER	00044
748,856	04/30/63	VEAL-GLO	00032
753,797	07/30/63	TROPHY WINNER	00031
932,811	04/25/72	OPTIMIL	00030
959,026	05/15/73	SADDLE UP	00028
998,027	11/12/74	CLASSIC	00026
1,005,427	02/25/75	ROUND-UP	00025
1,011,329	05/27/75	LAMA	00024
1,056,232	01/11/77	MILK MATE	00212
1,126,441	10/30/79	CLASSIC 16	00061
1,288,083	07/31/84	SWEET RELY	00059
1,300,856	10/16/84	TROPHY 12	00003
1,334,592	05/07/85	STABLE'S CHOICE	00004
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1,349,854	07/16/85	AMINO-CAL	00009
1,405,199	08/12/86	DOUBLE DUTY	00011
1,406,988	08/26/86	MANNA PRO	00014

US Express Mail No.: EU207696100US

REGISTRATION NO.	ISSUE DATE	TRADEMARK	FILE NO.
1,408,827	09/09/86	BEEFY'S	00017
1,408,828	09/09/86	RABBIT FAMILY RATION	00016
1,427,689	02/03/87	SPUR	00018
1,626,189	12/04/90	CLASSIC	00213
1,643,330	05/07/91	SIMIL-8	00060
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1,694,713	06/16/92	CALF-MANNA	00266
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1,712,042	09/01/92	MANNA ELITE	00294
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1,735,120	11/24/92	SHO-GLO	00279
1,739,401	12/15/92	LACTO-PREP	00297
1,744,727	01/05/93	SWEET 10	00275
1,752,784	02/16/93	SMALL WORLD	00293

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1,801,656	10/26/93	ULTRA-SUCKLE 2000	00329
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1,905,834	07/18/95	CLASSIC SHOW RABBIT	00385
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2,000,257	09/10/96	MANNA SENIOR	00379
2,021,485	12/03/96	ESHELMAN	00378
2,034,537	01/28/97	ENDURO-LYTE	00432
2,080,190	07/15/97	DUCK MANNA	00451
2,084,640	07/29/97	MIL-KING	00442
2,128,470	01/13/98	LEADING EDGE	00460

Express Mail No.: EU207696100US

REGISTRATION NO.	ISSUE DATE	TRADEMARK	FILE NO.
2,166,763	06/23/98	WAGON TRAIN	00449
2,186,351	09/01/98	APPLE FLAVORED DEER APPETIZER	00459
2,266,515	08/03/99	MANNA MINIATURE	00468
2,285,539	10/12/99	SOW-MANNA	00506
2,292,870	11/16/99	TRIP-L-DUTY	00507
2,348,631	05/09/00	ESHelman	00516
2,515,712	02/16/99	SHOW PRO	00510
2,518,004	02/16/99	SHOW PRO	00512



Express Mail No. 207696100US

## PENDING U.S. TRADEMARKS

SERIAL NUMBER	FILING DATE	TRADEMARK	FILE NO.
75/637,011	02/10/99	MANNA BLOOM	00511
75/758,161	06/28/99	MANNA EXCEL	00514
75/738,499	06/28/99	MANNA EXCEL	00515
76/084,067	07/06/00	MANNA PRO	00519
78/106,301	02/01/02	MANNA PRO SELECT	00525
78/106,303	02/01/02	MANNA PRO SELECT	00526

## TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of April 4, 2002, is made by and between Manna Pro Corporation, a Kansas corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

### Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority**. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Trademarks**. Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Affiliates**. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a trademark security agreement substantially in the form of this Agreement.

(d) **Title**. The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale**. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from

time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be

exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Manna Pro Corporation  
707 Spirit 40 Park Drive, Suite 150  
Chesterfield, Missouri 63005

MANNA PRO CORPORATION

By *ARB*  
Its President

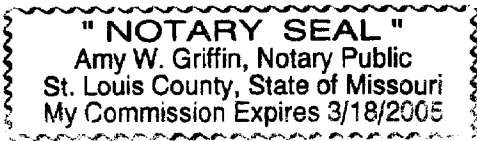
Wells Fargo Business Credit, Inc.  
100 South Brentwood Boulevard  
Suite 300  
St. Louis, Missouri 63105

WELLS FARGO BUSINESS CREDIT, INC.

By *[Signature]*  
PATRICIA LODHOLZ  
Its Vice President

STATE OF MISSOURI    )  
  )  
COUNTY OF ST. LOUIS    )

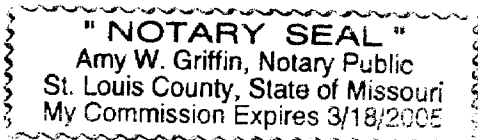
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2002, by   , the President of Manna Pro Corporation, a Kansas corporation, on behalf of the corporation.



\_\_\_\_\_  
Notary Public

STATE OF MISSOURI    )  
  )  
COUNTY OF ST. LOUIS    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2002, by   , a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.



\_\_\_\_\_  
Notary Public

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark

Registration Number

Registration Date

APPLICATIONS


COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS







US Express Mail No.: EU207696100US

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2,080,190	07/15/97	DUCK MANNA	00451
2,084,640	07/29/97	MIL-KING	00442
2,128,470	01/13/98	LEADING EDGE	00460

US Express Mail No.: EU207696100US

REGISTRATION NO.	ISSUE DATE	TRADEMARK	FILE NO.
2,166,763	06/23/98	WAGON TRAIN	00449
2,186,351	09/01/98	APPLE FLAVORED DEER APPETIZER	00459
2,266,515	08/03/99	MANNA MINIATURE	00468
2,285,539	10/12/99	SOW-MANNA	00506
2,292,870	11/16/99	TRIP-L-DUTY	00507
2,348,631	05/09/00	ESHELMAN	00516
2,515,712	02/16/99	SHOW PRO	00510
2,518,004	02/16/99	SHOW PRO	00512

US Express Mail No. EU207696100US

**PENDING U.S. TRADEMARKS**

SERIAL NUMBER	FILING DATE	TRADEMARK	FILE NO.
75/637,011	02/10/99	MANNA BLOOM	00511
75/758,161	06/28/99	MANNA EXCEL	00514
75/738,499	06/28/99	MANNA EXCEL	00515
76/084,067	07/06/00	MANNA PRO	00519
78/106,301	02/01/02	MANNA PRO SELECT	00525
78/106,303	02/01/02	MANNA PRO SELECT	00526