

08-08-2000

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

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



101425594

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

7.17.00

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
05/12/2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

75647647

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)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/08/2000 DCDATES 00000118 75647647

40.00 OP

01 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
02 providing 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:
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TRADEMARK
REEL: 002117 FRAME: 0628

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)		
<input type="text" value="75647647"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1740639"/>	<input type="text" value="2065848"/>	<input type="text" value="1589199"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1705251"/>	<input type="text" value="836887"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1907898"/>	<input type="text" value="2019070"/>	<input type="text"/>

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.

JON J. NAPIER

Name of Person Signing



Signature

7/13/00

Date Signed

THIRD AMENDMENT OF SECURITY AGREEMENT

THIRD AMENDMENT OF SECURITY AGREEMENT dated as of May 12, 2000, by and between **MARANATHA ACQUISITION CORP.**, a Delaware corporation ("Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

WITNESSETH :

A. Pursuant to a security agreement dated August 2, 1999 as amended on February 10, 2000 (the "Security Agreement"), Grantor granted to Lender a security interest in certain collateral described therein to secure all indebtedness under a certain credit agreement between Grantor and Lender dated December 22, 1998, in a principal amount of \$3,150,000, and a certain credit agreement between Maranatha Holding Corp., a Delaware corporation ("Borrower"), and Lender dated August 2, 1999, in a principal amount of \$4,250,000.

B. Pursuant to a first amendment and restatement of said credit agreement with Borrower dated February 10, 2000, the indebtedness secured by the Security Agreement was increased by \$1,500,000.

C. Pursuant to a second amendment and restatement of said credit agreement with Borrower, Lender has loaned or agreed to loan to Borrower the additional sum of \$5,750,000.

D. Grantor is a wholly-owned subsidiary of Borrower and will benefit directly and indirectly from the loan to Borrower.

E. As a condition precedent to making the loan to Borrower, Lender has required that Grantor amend the Security Agreement such that it secures the additional indebtedness.

NOW, THEREFORE, the parties agree as follows:

1. All of the assets acquired by Grantor pursuant to the asset purchase agreement between Grantor and Le-An Sales, LLC, dated as of May 12, 2000, including without limitation the items listed on Schedules 2.1(b) through 2.1(l) attached hereto, shall secure the Indebtedness (as that term is defined in the Security Agreement) and are hereby added to the definition of "Collateral" contained in Section 1.2 of the Security Agreement.

2. Section 1.3 of the Security Agreement is hereby amended and restated to read in its entirety as follows:

"The words 'Credit Agreement' mean collectively (a) the Credit Agreement between Grantor and Lender dated December 22, 1998; and (b) the Second Amended and Restated Credit Agreement between Borrower, Grantor, Sunlight Foods, Inc., and Lender dated as of May 12, 2000; together with all amendments and restatements of

either Credit Agreement, renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for either Credit Agreement, including all increases of Indebtedness under either Credit Agreement."


3. Schedule 2 attached to this Amendment is substituted for Schedule 2 attached to the Security Agreement.

4. Except as expressly set forth herein, the Security Agreement shall remain unmodified and in full force and effect.

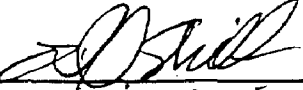
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

MARANATHA ACQUISITION CORP.

By: 
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: 
Title: Vice President

SCHEDULE 2

PDXDOCS:1160459.2

TRADEMARK
REEL: 002117 FRAME: 0633

List of Intellectual Property

Maranatha Holding Corp.

<u>Federal Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Appln. Date</u>
TRULY INSPIRED NATURAL FOODS	N/A	N/A	75/862,455	Dec. 2, 1999
INSPIRED NATURAL FOODS	N/A	N/A	75/862,627	Dec. 2, 1999

NOTE: The following four applications, in the name of Maranatha Holding Corp., are in process:

NSPIRED (Word) (Actual Use)	N/A	N/A	N/A	N/A
NSPIRED (Word) (Intent-to-Use)	N/A	N/A	N/A	N/A
Logo (N with S design) (Actual Use)	N/A	N/A	N/A	N/A
Logo (N with S design) (Intent-to-Use)	N/A	N/A	N/A	N/A

Maranatha Acquisition Corp.

<u>Federal Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Appln. Date</u>
MARANATHA NATURAL FOODS	1,453,359	Aug. 18, 1987	73-632673	Nov. 28, 1986

NOTE: The following three registrations, currently in the name of Loriva Supreme Foods, Inc., are in the process of being assigned to Maranatha Acquisition Corp.:

JAZZ	2,309,560	Jan. 18, 2000	75-190,743	Oct. 31, 1996
CANOLIVE	1,656,943	Sept. 10, 1991	74-034,310	March 5, 1990
LORIVA	1,493,354	June 21, 1988	73-691,997	Oct. 26, 1987

NOTE: The following mark is in the process of being assigned to Maranatha Acquisition Corp.:

HEALTH TRIP	2,096,583	Sept. 16, 1997	N/A	N/A
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NOTE: The following marks, currently in the name of Le-An Sales, LLC, will be assigned to Maranatha Acquisition Corp. at the closing:

NORTHWEST DELIGHTS AND MOUNTAIN DESIGN	1,874,012	Jan. 17, 1995	N/A	N/A
HAWAII'S DIAMONDHEAD DELIGHTS	N/A	N/A	N/A	Feb. 16, 2000

<u>State of Oregon Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Appln. Date</u>
THE NUT BUTTER COMPANY	T26,360	July 29, 1992	N/A	N/A

NOTE: The following registration is current, but will be allowed to expire on July 29, 2002:

NUTTIN' BETTER	T26,359	July 29, 1992	N/A	N/A
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NOTE: The following mark, registered to Maranatha Natural Foods, Inc., is in the process of being assigned to Maranatha Acquisition Corp.:

MARANATHA NATURAL FOODS	T21,378	Feb. 3, 1987	N/A	N/A
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NOTE: The following mark, registered to Le-An, Sales, L.L.C., will be assigned to Mar. Corp. at the Closing:

<u>Washington State Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Appln. Date</u>
NORTHWEST DELIGHT AND MOUNTAIN DESIGN	16,972	Jan. 23, 1987		

Sunlight Foods, Inc.

4. The fictitious business name statement for the name "Sunspire" filed by the Company in Alameda County is attached.
5. Trademark License Agreement between the Company and FruitSource, dated 8/1/95, expiring 8/1/2005.
3. See Attached.

SUNLIGHT FOODS, INC.
STATUS OF UNITED STATES TRADEMARKS

MARK	STATUS
BAKING BREAK Serial No. 74/491,265 Reg. No. 1,893,256	Registered 5/9/95 Expires 5/9/2005 (Section 8 & 15 Affidavit due between 5/9/2000 and 5/9/2001)
BERRY WILD CRITTERS Serial No. 74/667,339 Reg. No. 1,971,290	Registered 4/30/1996 Expires 4/30/2006 (Section 8 & 15 Affidavit due between 4/30/2001 and 4/30/2002)
CAROBA Reg. No. 1,284,507	Registered 7/3/84 Expires 7/3/2004 Section 8 & 15 Affidavit filed with PTO on 1/16/90. PTO sent notice 7/30/90 that Section 8 & 15 Affidavit fulfills the statutory requirements and has been accepted by PTO. Registration now incontestable. (Note: when filing renewal application, must also file Section 8 Affidavit.)
CHIP LOGO Serial No. 73/653,230 Reg. No. 1,492,474	Registered 6/14/88 Expires 6/14/2008 Section 8 & 15 Affidavit filed with PTO on 7/12/93. PTO sent notice 11/22/93 that Section 8 & 15 Affidavit fulfills the statutory requirements and has been accepted by the PTO. Registration now incontestable.
CRUNCHIES Serial No. 75/109,853 Reg. No. 2,120,523	Registered 12/9/1997 Expires 12/9/2007 (Section 8 & 15 Affidavit due between 12/9/2002 and 12/9/2003)
EPIC Serial No. 75/474,545 Reg. No. 2,261,715	Registered 7/13/1999 Expires 7/13/2009 (Section 8 & 15 Affidavit due between 7/13/2004 and 7/13/2005) (Note: when filing renewal application, must also file Section 8 Affidavit.)

SUNLIGHT FOODS, INC.
STATUS OF UNITED STATES TRADEMARKS

MARK	STATUS
"S" Reg. No. 1,253,883	Registered 10/11/1983 Expires 10/11/2003 Section 8 & 15 accepted and acknowledged. Registration now incontestable. (Note: when filing renewal application, must also file Section 8 Affidavit.)
SUNDROPS Serial No. 74/199,707 Reg. No. 1,748,713	Registered 1/26/93 Expires 1/26/2003 Section 8 & 15 accepted and acknowledged. Registration now incontestable. (Note: when filing renewal application, must also file Section 8 Affidavit.)
SUNSPIRE Reg. No. 1,250,605	Registered 9/6/1983 Expires 9/6/2003 Section 8 & 15 accepted and acknowledged. Registration now incontestable. (Note: when filing renewal application, must also file Section 8 Affidavit.)
SUNSPIRE BAT BITES Serial No. 74/570,092 Reg. No. 2,009,367	Registered 10/22/1996 Expires 10/22/2006 (Section 8 & 15 Affidavit due between 10/22/2001 and 10/22/2002)
SUNSPIRE CRYSTAL Serial No. 74/491,264 Reg. No. 1,888,701	Registered 4/11/95 Expires 4/11/2005 (Section 8 & 15 Affidavit due between 4/11/00 and 4/11/01)
SUNSPIRE EARTHBALLS Serial No. 74/497,269 Reg. No. 1,930,743	Registered 10/31/95 Expires 10/31/2005 (Section 8 & 15 Affidavit due between 10/31/2000 and 10/31/2001)
SUNSPIRE SHOOTING STARS Serial No. 74/497,267 Reg. No. 1,911,621	Registered 8/15/1995 Expires 8/15/2005 (Section 8 & 15 Affidavit due between 8/15/2000 and 8/15/2001)

SUNLIGHT FOODS, INC.
STATUS OF UNITED STATES TRADEMARKS

MARK	STATUS
SUNSPIRE TOFFEE CRUNCH Serial No. 75/303,574 Reg. No. 2,226,738	Registered 2/23/1999 Expires 2/23/2009 (Section 8 & 15 Affidavit due between 2/23/2004 and 2/23/2005)
SWEETS-TO-GO Serial No. 75/560,585	Application filed 9/28/98 (Intent-to-Use) Notice of Allowance issued by PTO on 7/20/1999. Statement of Use filed on 1/20/2000. Awaiting acceptance of Statement of Use and Certificate of Registration.
TRULY INSPIRED NATURAL Serial No. 75/415,673 Reg. No. 2,201,542	Registered 11/3/1998 Expires 11/3/2008 (Section 8 & 15 Affidavit due between 11/3/2003 and 11/3/2004)

SUNLIGHT FOODS, INC.
STATUS OF FOREIGN APPLICATIONS

MARK	COUNTRY	STATUS
SUNSPIRE Application No. 1305283	European Union	Application filed 9/10/99.
SUNSPIRE Application No. 1032475	Canada	Application filed 10/14/99.
SUNSPIRE Application No. 9627499	Japan	Application filed 10/25/99.

SUNLIGHT FOODS, INC.
STATUS OF CALIFORNIA TRADEMARKS

MARK	STATUS
CAROBA AND DESIGN OF SUN Reg. No. 62048	Registered 8/1/80 and renewed in 1990 Expires 8/1/2000
"S" in a fanciful depiction Reg. No. 65549	Registered 2/24/82 and renewed in 1992 Expires 2/24/2002
SUNSPIRE Reg. No. 65548	Registered 2/24/82 and renewed in 1992 Expires 2/24/2002

<u>Federal Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Appln. Date</u>
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NOTE: The following marks, currently in the name of Cloud Nine, Inc. will be assigned to Sunlight Foods, Inc. at the closing.

CLOUD NINE

• USPTO	1,740,639	Dec. 15, 1992	N/A	N/A
• OHIM	000,190,827	Feb. 2, 1999	N/A	N/A
• Britain & Northern Ireland	157,372	June 9, 1995	N/A	N/A
• CIPO (Canada)	414,007	June 25, 1993	N/A	N/A
• Japan	3,067,673	N/A	N/A	N/A

CLOUD NINE PURE CHOCOLATE 9

• USPTO	1,705,251	Aug. 4, 1992	N/A	N/A
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TROPICAL SOURCE

• USPTO (US)	1,907,898	July 25, 1995	N/A	N/A
• IMPI (Mexico)	502,343	Aug. 30, 1995	N/A	N/A
• OHIM	000,042,341	Dec. 16, 1998	N/A	N/A
• Britain & Northern Ireland	1,558,291	May. 17, 1996	N/A	N/A
• CIPO (Canada)	439,250	Nov. 24, 1993	N/A	N/A
• Japan	3,260,216	N/A	N/A	N/A

SORRENTO VALLEY ORGANICS

• USPTO	N/A	N/A	75/647,647	Nov. 4, 1999
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<u>Federal Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Appln. Date</u>
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SPEAK EASY

- | | | | | |
|------------|---------|---------------|-----|-----|
| • CIPO TMA | 158,165 | Oct. 19, 1967 | N/A | N/A |
| • USPTO | 836,887 | May 1, 1967 | N/A | N/A |

STILL NATURAL AFTER ALL THESE YEARS

- | | | | | |
|---------|-----------|---------------|-----|-----|
| • USPTO | 2,019,070 | Nov. 26, 1996 | N/A | N/A |
|---------|-----------|---------------|-----|-----|

ENVIROMINTS

- | | | | | |
|---------|-----------|---------------|-----|-----|
| • USPTO | 1,589,199 | Aug. 10, 1989 | N/A | N/A |
|---------|-----------|---------------|-----|-----|

(Still in the name of Environmental Candy Co., but was sold to Cloud Nine on January 15, 2000.)

SKY-HIGH

Intent to Use Application	N/A	N/A	75/750,449	Aug 9, 1999
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SKY HIGH

Intent to Use Application	N/A	N/A	75/680,144	May 3, 1999
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CLOUD NINE MILE HIGH

Intent to Use Application	N/A	N/A	75-651	March 1, 1999
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REFLEX

Intent to Use Application	N/A	N/A	75-341,591	Aug. 15, 1997
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LIONS AND TIGERS AND BEARS

- | | | | | |
|---------|-----------|---------------|--|--|
| • USPTO | 2,065,848 | May 27, 1997 | | |
| • CIPA | 470,828 | Feb. 12, 1997 | | |

LE-AN SALES L.L.C.

PO BOX 1164 ~ SUMNER, WA 98390
Phone 253-891-0424 ~ Fax 253-891-0515

ASSET SERIAL NUMBERS

2.1 (b)

GROUP #1 VEHICLES

10	1994 CHEV	#1GCDM19Z7RB228673
11	1995 CHEV	#1GCDM19W55B238012
12	1997 CHEV	#1GFG25M0V1013538
13	1999 CHEV	#1GBJG31R7X1021483
14	2000 GMC	#JBDB4B148Y700095
15	2000 GMC	#JBDB4B149Y700042

GROUP #2 FURNITURE & EQUIPMENT

5	COMPUTER	#92275.0342
13	WAREHOUSE SHELVING	# N/A
14	TELEPHONE SYSTEM	#92287.0031
19	SHELVING	#N/A
20	FAX MACHINE	#270060299
23	SHELVING	#N/A
24	DESK	N/A
25	COMPUTER DESK	N/A
27	AT&T TELEPHONE SYSTEM	#92287.0031
29	PRINTER	N/A
30	COMPUTER - AST ADVANTAGE	N/A
33	NETWORK CONNECTOR FOR DOS	N/A
34	GE REFRIGERATOR	#GH130958
35	COMPAQ PROLINEA 486DX/33	#2R62196
36	EXTERNAL TAPE BACKUP	N/A
37	PEACHTREE NETWORK	N/A
38	HP DESK JET 500	#US3851R0QG
39	SUPERFAX EXTERNAL 14.4	N/A
40	US ROBOTICS SPORTSTER	N/A
41	STOOLS (2)	N/A
42	FRIGIDAIRE REFRIGERATOR	#LA44202288
43	OFFICE CHAIRS (2)	N/A
44	UNIX COMPUTER SYSTEM	#502334
45	FILE CABINETS (5)	N/A
46	UNIX SOFTWARE ENHANCEMENT	N/A
47	OFFICE CHAIRS (2)	N/A
48	ELECTRONIC TIME CLOCK	MODEL 200
49	UNIX TERMINAL	#BM7749
51	4.3 GB ULTRA HARD DRIVE	N/A
52	COMPUTER	#US85238673
53	COMPUTER	#US85238662
54	PRINTER-HP	#C4562B
55	COPIER	#32754835

2.1(b)

GROUP #3 LEASEHOLD IMPROVEMENTS

- 1 WINDOW BLINDS
- 2 LEASEHOLD IMPROVEMENTS

GROUP #4 MACINERY & EQUIPMENT

- 2 SCALES (2) N/A* (*11 SCALES TOTAL)
- 3 FILLING MACHINE #C8313
- 4 INCLINE CONVEYOR BELT N/A
- 5 FORKLIFT #C2D7214N
- 6 SCALES (2) N/A*
- 7 UPS SCALE N/A
- 8 PALLET JACK N/A
- 11 FT01-A VIBRATORY DRIVE N/A
- 12 12" JAW SEALERS (2) N/A
- 13 ACCU-WEIGH SCALES N/A*
- 14 NEW SPOUT FOR MACHINE N/A
- 16 PACK OFF CONVEYOR #1194W06107
- 17 AMC 12 BUCKET ELEVATOR #SPC1811
- 18 MACHINE ACCESSORIES N/A
- 20 MACHINE ACCESSORIES N/A
- 21 SHELVING RACKS N/A
- 22 MACHINE BLADE N/A
- 23 LOADING PLATFORM N/A
- 24 STEP LADDER N/A
- 25 26" AUTO SCRUBBER #952303225
- 26 ACCU-WEIGH DSY-1000 (2) N/A*
- 27 PROPANE TANK (HYSTER) N/A
- 28 SCALES (2) N/A
- 29 RACKS FOR PRODUCT N/A
- 30 CLAMCO SEALERS (3) N/A
- 31 GRAINGER AIR DRYER #TD403
- 32 AVERY SONABOR LABEL #96104 #96105 #A+13626
- 33 RECIPROCATING AIR #130166
- 34 SCALES N/A*
- 35 CLAMCO SEALERS (3) N/A
- 36 PALLET JACK N/A
- 37 STAINLESS SORTING TABLE N/A
- 38 SATO M8485S PRINTER #70600021
- 39 SATO 8400RV PRINTER #80550044
- 40 SATO LABEL REWINDER #80320032
- 41 STR-16 SHRINK TUNNEL #6384
- 42 STAPLER - MANUFACTURING #SH051
- 43 LABELING MACHINE #9833-0014 CONVEYOR #50495
- 44 BALER #4411
- 45 SHRINK MACHINE PARTS N/A

SCHEDULE 2.1(c)

Personal Property Leases

Washington Alarm, Inc.; \$108.00/month (paid quarterly)
Agreement # 1003096-DPM 237 5/31/96
Washington Alarm, Inc.
1253 SO. Jackson St.
Seattle, WA 98144
(206) 328-3288

Associates Leasing
2000 GMC/Chevy W3500 J8D84B18Y700095
60 mo. lease
\$535.99/mo.

2000 GMC/Chevy 14' Dry Van J8D4B149Y700042
60 mo. lease
\$535.99/mo.

SCHEDULE 2.1(d)

Contracts

None.

SCHEDULE 2.1(e)

Intellectual Property

Northwest Delights and Mountain Design (Federal and State of Washington)

Hawaii's Diamond Head Delights (Federal application filed 2/16/00)

SCHEDULE 2.1(f)

Intellectual Property Licenses

None.

SCHEDULE 2.1(g)

Permits

State of Washington

Department of Agriculture

Food Processors License (Permit # 3106, expires 6/30/2000)

State of Washington

Master License Service

Registrations and Licenses (Expires 1/31/2001)

Business License

City of Sumner, WA (License # 00-410 - Term of License 2000)

SCHEDULE 2.1(h)

Receivables

To be provided at closing.

SCHEDULE 2.1(i)

Choses in Action

None.

SCHEDULE 2.1(I)

Telephone Lines and Numbers

- A. 253-939-6220
- B. 253-891-0424
- C. 253-891-0425
- D. 253-891-0515 (FAX)
- E. 800-468-2087

PortInd2-4245416.1 0032401-00005

RECORDED: 07/17/2000

**TRADEMARK
REEL: 002117 FRAME: 0650**