

09-18-2000



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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
05/12/2000

Conveying Party

Mark if additional names of conveying parties attached

Name Sunlight Foods, Inc.

Execution Date
Month Day Year
05/12/2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name U.S. Bank National Association

DBA/AKA/TA

Composed of

Address (line 1) 111 S.W. Fifth Avenue

Address (line 2) Suite 400

Address (line 3) Portland Oregon 97204

- Individual General Partnership Limited Partnership

- Corporation Association

Other National Banking Association

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 Assignment.)

09/18/2000 DNGUYEN 00000399 75680144

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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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 (503) 224-5858

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.

18

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)

| | | |
|----------|----------|----------|
| 75680144 | 75647647 | 75750449 |
| 75341591 | | |
| | | |

| | | |
|---------|---------|---------|
| 1907898 | 1589199 | 1740639 |
| 836887 | 2065848 | 1705251 |
| 2019070 | | |

Number of Properties

Enter the total number of properties involved.

11

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

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:

13-3571

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.

Dustin R. Klinger

Name of Person Signing

Signature

Date Signed

SECOND AMENDMENT OF SUBORDINATED SECURITY AGREEMENT

SECOND AMENDMENT OF SUBORDINATED SECURITY AGREEMENT dated as of May 12, 2000, by and between **SUNLIGHT FOODS, INC.**, a California corporation ("Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

W I T N E S S E T H :

A. Pursuant to a subordinated security agreement dated August 2, 1999, as amended 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 senior subordinated loan agreement between Maranatha Acquisition Corp., a Delaware corporation, and Lender dated December 22, 1998, in a principal amount of \$1,800,000, and a certain senior subordinated loan agreement between Maranatha Holding Corp., a Delaware corporation ("Borrower"), and Lender, dated August 2, 1999, in a principal amount of \$2,000,000 (together, the "Loan Agreements").

B. After execution of the Security Agreement, Grantor acquired additional collateral.

C. Grantor is a wholly-owned subsidiary of Borrower, and the proceeds of the additional loans will be used by Grantor to acquire the assets of Cloud Nine, Inc., pursuant to an asset purchase agreement.

D. As a condition precedent to making the loan to Borrower, Lender has required that Grantor amend the Security Agreement such that the assets of Cloud Nine, Inc., acquired by Grantor secure the existing indebtedness under the Loan Agreements.

NOW, THEREFORE, the parties agree as follows:

1. All of the assets acquired by Grantor pursuant to the asset purchase agreement between Grantor and Cloud Nine, Inc., 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. Schedule 2 attached to this Amendment is substituted for Schedule 2 attached to the Security Agreement.

3. 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.

SUNLIGHT FOODS, INC.

By: 

Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: 

Title: VP.

SCHEDULE 2

PDXDOCS:1160459.2

TRADEMARK
REEL: 002137 FRAME: 0827

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 |
|-------------|-----------|----------------|-----|-----|

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 |
|----------------|---------|---------------|-----|-----|

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 |
|-------------------------|---------|--------------|-----|-----|

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. |

SCHEDULE 2.1(b)

Furniture & Fixtures as of 12/31/99

| DATE | DESCRIPTION | PURCHASE PRICE |
|------------|------------------------|----------------|
| 02/21/1994 | PAINTING | \$1,468.00 |
| 08/31/1994 | FJTON | \$648.00 |
| | VCR | \$465.42 |
| 05/19/1995 | IKEA - SHELVES... | \$281.19 |
| 06/30/1995 | CONFERENCE RM CHAIRS | \$698.66 |
| 06/30/1995 | CONFERENCE RM TABLE | \$400.00 |
| | REFRIGERATOR | \$529.95 |
| 08/29/1995 | PINE BOOKCASE | \$1,142.04 |
| | ARMOIRE | \$1,921.44 |
| 09/30/1995 | PAINTING | \$2,000.00 |
| 10/31/1995 | FILE CABINET | \$595.00 |
| 12/31/1995 | PINE BOOK CASE | \$1,107.70 |
| 01/31/96 | DESK | \$150.00 |
| 02/20/96 | TOASTER OVEN | \$63.59 |
| 03/06/1996 | PAINTING IN JOSH'S OFC | \$3,080.00 |
| 04/17/96 | FILE CABINET | \$595.00 |
| 05/16/96 | 2 FILE CABINETS - LANA | \$619.76 |
| 08/12/96 | MICROWAVE | \$100.93 |
| 10/01/96 | FILE CABINET - RALPH | \$39.82 |
| 10/10/96 | CHAIR - ANNA | \$73.88 |
| 02/03/97 | PRINTER STAND | \$94.98 |
| 05/09/97 | 3 OFC CHAIRS | \$197.64 |
| 05/21/97 | 2-DRAWER FILE CABINET | \$42.78 |
| 11/3/99 | FILE CABINET (MAGGIE) | \$129.99 |
| 12/30/99 | FILE CABINET (yamel) | \$98.24 |
| | TOTAL | \$16,544.01 |

SCHEDULE 2.1 (b)

Machinery & Equipment as of 12/31/99

| DATE | DESCRIPTION | AMOUNT |
|------------|---------------------------------------|-----------|
| 07/31/1995 | - NEED ITEMIZED LIST FROM ACCOUNTANT- | 9,156.75 |
| 12/03/1993 | VANILLA DARK MACHINE | 6,500.00 |
| 04/02/1998 | SCANDIA 708 OVERWRAPPER FOR GUM | 18,750.00 |
| 08/18/1998 | CHANGE PARTS FOR SCANDIA OVERWR. | 2,375.00 |
| 03/14/2000 | TOTAL | 36,781.75 |

SCHEDULE 2.1 (b)

Molds & Dies as of 12/31/99

| DATE | PAYEE | DESCRIPTION | AMOUNT |
|------------|----------------------|--|---------------|
| 01/30/1995 | PKG CORP | ADJ FROM GL #214 | \$1,170.00 |
| 03/01/1995 | SALTUS PRESS | ? | \$122.00 |
| 07/01/1995 | SEMPAK | ORGANIC BARS- 5 COLOR PLATES | \$1,282.25 |
| " | " | ORGANIC BARS - 1 LASER DIE | \$108.87 |
| " | " | ORGANIC BARS- COUNTERS | \$108.88 |
| 07/01/1995 | SEMPAK | ADJ FROM GL #214 | \$1,200.00 |
| 08/01/1995 | PKG CORP | "CERT ORG" PLATE | \$200.00 |
| 08/01/1995 | CELLO PACK | CHIPS - 10 PLATES EA | \$3,628.50 |
| 09/00/1995 | CHESAPEAKE PKG | CHIPS - INNER CUT DIE | \$531.00 |
| 09/00/1995 | CHESAPEAKE PKG | CHIPS - MSTR PRINT DIE | \$748.00 |
| 09/00/1995 | SQUIRE CORRUG | CHIPS - SHIPPER DIE | \$1,280.00 |
| 11/00/1995 | CELLO PACK | CHIPS - REV RECIPE PLATE | \$573.94 |
| 12/15/1995 | NEWPORT PKG | TINS - PRINT PLATE | \$320.00 |
| 12/19/1995 | CHESAPEAKE PKG | CHIPS - INNER CUT DIE | (\$531.00) |
| 12/19/1995 | CHESAPEAKE PKG | CHIPS - INNER CUT DIE | \$1,200.00 |
| 12/19/1995 | CHESAPEAKE PKG | CHIPS - INNER PRINT PL | \$531.00 |
| 12/19/1995 | CHESAPEAKE PKG | CHIPS - PRINT PLATE | \$81.00 |
| 12/19/1995 | SEMPAK | TS POP - 17 PLATES | \$2,489.99 |
| " | " | TS POP- 1 COUNTER | \$107.11 |
| " | " | TS POP-1 LASER DIE | \$402.90 |
| 01/01/96 | SALTUS PRESS | BRAZ CRNCH PRNT PLTE | \$120.00 |
| 02/16/96 | ALLMETAL | CM - MOLD DIE | \$2,000.00 |
| 04/04/96 | ALLMETAL | CM - 339 MOLDS FOR CHRIS | \$6,780.00 |
| 04/05/96 | AMERICRAFT CTN | 12 C9 POP'S | \$2,162.50 |
| 04/09/96 | TENNECO | PRINT PLATE - NEW C9 MSTR | \$546.00 |
| 05/01/1996 | CELLO PACK | PRINT PLATE - SEMI CHIP | \$201.66 |
| 06/01/96 | TENNECO | CM-PRINT PLATE MSTR CTN | \$540.00 |
| 06/01/96 | MITCHEL-LINCOLN | HARD CANDY - PRINT DIE MSTR CTN | \$262.80 |
| 06/05/96 | SPECIALIZED PLASTICS | MOLD FOR 4-PC TRUFFLE TRAY | \$800.00 |
| 06/05/96 | SPECIALIZED PLASTICS | MOLD FOR 12-PC TRUFFLE TRAY | \$1,000.00 |
| 06/05/96 | SPECIALIZED PLASTICS | MOLD FOR 18-PC TRUFFLE TRAY | \$1,200.00 |
| 07/03/96 | ESQUIRE | 9 ROTOGRAVURE CYLINDERS - HARD CANDY | \$10,800.00 |
| 07/08/96 | MILPRINT | PRINT CYLINDER - HAZELNUT CM | \$3,650.00 |
| 07/08/96 | MILPRINT | PRINT CYLINDER - TOASTED ALMOND CM | \$2,000.00 |
| 07/08/96 | MILPRINT | PRINT CYLINDER - WILD RICE CM | \$2,000.00 |
| 07/11/96 | TENNECO | PRINT PLATE - MSTR CTN ORGANIC | \$426.00 |
| 07/17/96 | PACIFIC EDGE | TO PAY FOR PRIVATE LABEL MOLDS | (\$2,000.00) |
| 07/19/96 | MICELLI | 3 SETS OF MOLD DIES FOR LTB @ WOLFGANG | \$10,050.00 |
| " | " | 260 FRAMES OF TIGER @ \$20 EA - 40 UP | \$5,200.00 |
| " | " | 259 FRAMES OF LION @ \$20 EA - 40 UP | \$5,180.00 |
| " | " | 259 FRAMES OF BEAR @ \$20 EA - 40 UP | \$5,180.00 |
| " | " | SHIPPING CHGE | \$220.00 |
| 07/23/96 | LES EMBELLAGES | DIE - HARD CANDY POP'S | \$657.00 |
| 07/23/96 | LES EMBELLAGES | 9 PRINT PLATES - HARD CANDY POP'S | \$1,281.15 |
| 07/25/96 | SQUIRE CORRUGATED | LTB SHIPPER DIES | \$2,050.00 |
| 08/12/96 | BRYANT & MARK | ART WORK, ENGRAV & PLATES FOR PADDING | \$900.00 |
| 09/10/96 | UNIVERSAL FOLDING | EMBOSSING DIES FOR LTB BOXES | \$1,650.00 |
| 09/12/96 | NEWPORT PKG | REVISED PRINT PLATE FOR TIN MASTER | \$372.00 |
| 08/28/96 | TENNECO PKG | PRINT PLATE FOR 12 PC LTB INNERS | \$220.00 |
| 08/28/96 | TENNECO PKG | PRINT PLATE FOR 12 PC LTB MSTR | \$750.00 |
| 09/04/96 | TENNECO PKG | PRINT PLATE FOR 4 PC LTB MSTR | \$578.00 |
| 09/04/96 | TENNECO PKG | PRINT PLATE FOR 18 PC LTB MSTR | \$1,100.00 |
| 09/04/96 | TENNECO PKG | PRINT PLATE FOR 18 PC LTB INNER | \$240.00 |
| 09/25/96 | FISHER CONTAINER | PRINT PLATE FOR GIFT TIN BAGS | \$123.03 |
| 10/15/96 | MICELLI | 525 LTB MOLDS FOR GARDNER CANDIES | \$17,640.00 |
| 11/01/96 | MICELLI | C9 BAR MOLDS FOR CHRIS CANDIES (128 MOLD | \$3,700.00 |
| 11/11/96 | SALTUS PRESS | PLATES & DIES FOR MACARON & PB WRAPPR | \$550.00 |
| 11/11/96 | SALTUS PRESS | PRINT FILM - BRAZILIAN CRUNCH WRAPPER | \$110.00 |
| 12/31/1996 | ADJUST PER FARBER | WRITE OFF TO PRODUCT DEV. EXP | (\$72,600.14) |
| | TOTAL | | \$33,194.44 |

SCHEDULE 2.1 (b)

Office Equipment & Computers as of 12/31/99

| DATE | DESCRIPTION | AMOUNT |
|------------|---------------------------------|-----------|
| 05/06/1993 | NEC MONITOR | 1,298.95 |
| 07/30/93 | TOSHIBA PHONE SYSTEM | 1,792.72 |
| 08/20/93 | MICROWAVE OVEN | 113.70 |
| 09/23/93 | RALPH'S DESK | 250.00 |
| 11/29/93 | COMPUTERS | 7,000.00 |
| 11/30/93 | CANON COPIER | 3,739.68 |
| 11/30/93 | PHONE | 305.47 |
| 11/30/93 | COMPUTERS | 9,083.58 |
| 12/10/93 | PHONE | 378.95 |
| 04/27/1994 | FAX MACHINE | 3,008.64 |
| 04/26/1995 | LANA'S PC & MONITOR | 1,559.00 |
| 04/26/1995 | FREIGHT ON ABOVE | 68.00 |
| 05/31/1995 | AIRFILTER | 425.00 |
| 05/31/1995 | PHONES (JACK & CONFERENCE) | 520.00 |
| 09/30/1995 | NETWORK 5 USER CARD | 1,171.00 |
| 10/31/1995 | LASER PRINTER | 2,890.00 |
| 10/31/1995 | DOT MATRIX PRINTER | 594.00 |
| 10/31/1995 | PRINTER CABLE | 19.00 |
| 10/31/1995 | FREIGHT ON ABOVE 3 ITEMS | 90.00 |
| 11/20/1995 | ENVELOPE FEEDER | 329.00 |
| 11/30/1995 | PHONES (ANDY & UPS ROOM) | 580.00 |
| 12/31/1995 | FILESERVER PC | 3,034.78 |
| 12/31/1995 | ANDY'S MONITOR | 429.30 |
| 12/31/1995 | FREIGHT ON ABOVE 2 ITEMS | 95.00 |
| 06/13/96 | CONFERENCE SPEAKER PHONE | 431.89 |
| 10/96 | ACT FOR WINDOWS SOFTWARE | 264.30 |
| 12/20/96 | ROBB WAGG'S PENTIUM | 2,339.76 |
| 12/20/96 | ROBB WAGG'S PRINTER | 416.95 |
| 01/07/1997 | MISC COMPUTER SUPPLIES | 194.84 |
| 01/24/97 | 28.8 INTERNAL MODEM - SHARON | 86.59 |
| 02/02/97 | REPLACEMENT MONITOR - SD | 423.37 |
| | REPLACEMENT MOUSE - AO | 52.99 |
| | REPLACEMENT KEYBOARDS-S&L | 148.38 |
| 02/20/97 | MULTIMEDIA PENTIUM (TAX&FRT) | 1,883.42 |
| | 2 PENTIUMS (TAX & FRT) | 3,470.04 |
| | 3 MONITORS (TAX & FRT) | 1,764.30 |
| 02/24/97 | NEW PHONE SYS/VOICEMAIL/10PH | 8,480.00 |
| 02/24/1997 | SOLD OLD TOSHIBA PHONE SYS | (800.00) |
| 02/28/1997 | 2ND NETWORK HUB & CABLES | 219.67 |
| 07/25/1997 | USED FAX MACHINE FOR ROBB | 250.00 |
| 12/31/1997 | NEW FAX MACHINE | 299.99 |
| 06/30/1998 | 56k modem for josh's pc | 108.22 |
| 07/28/1998 | upgrade Andy's pc to pentium | 561.00 |
| 08/10/1998 | 2 18" 2 drawer file cabinets | 73.13 |
| 01/21/1999 | NEC Superscript printer | 370.97 |
| 01/21/1999 | omega back up drive | 211.99 |
| | omega back tapes (2) | 55.09 |
| 01/21/1999 | Best 56k v.9 internal modem | 63.59 |
| 03/08/1999 | Josh's headset | 480.97 |
| 04/02/1999 | zip back up drive & diskettes | 136.94 |
| 04/20/1999 | scanner & color printer | 799.96 |
| 07/23/1999 | pentium ii for Yamel Cancel | 719.95 |
| 08/24/1999 | new compaq file server | 3,319.00 |
| 09/09/99 | sony digital video recorder | 2,290.41 |
| 09/30/1999 | cell phone battery & power cord | 154.98 |
| 11/03/99 | I-MAC computer | 1,768.00 |
| 11/23/99 | video confer camera | 108.24 |
| 11/23/99 | palm pilot & phone | 689.98 |
| 11/23/99 | digital camera | 551.18 |
| 12/28/99 | hdc-3p 282 headset | 49.95 |
| | TOTAL | 71,215.81 |



INFORMATION SYSTEMS:

MAS 90 ACCOUNTING SOFTWARE
NOVELL NETWORK
6 PC WORK STATIONS

SCHEDULE 2.1(e)

INTELLECTUAL PROPERTY

1. CLOUD NINE

- Community Mark No. 00190827 Office for Harmonization in the Internal Market ("OHIM")
- Britain & Northern Ireland No. 157372 - (Subject to Unilever Agreement, to be provided)
- United States Patent & Trademark Office ("USPTO") (Reg. No. 1,740,639)
- Canada TMA No. 414,007
- Japan No. 3067673

2. CLOUD NINE PURE CHOCOLATE 9

- USPTO (Reg. No. 1,705,251)

3. TROPICAL SOURCE

- USPTO No. 1,907,898
- Instituto Mexicano de la Propiedad Industrial ("IMPI") No. 502343
- OHIM No. 000042341
- Britain & Northern Ireland No. 1558291
- Canada No. 439250
- Japan No. 3260216

4. LIONS AND TIGERS AND BEARS

- Canada TMA 470,828
- USPTO (Reg. No. 2,065,848)
- Settlement agreed to on 10/15/97 with EMI Catalog Partnership for using "Lions And Tigers And Bears" (the "Phrase") on boxes of chocolates
Settlement: \$5,000

Cloud Nine agreed not to manufacture boxes with the Phrase on it.

5. SORRENTO VALLEY ORGANICS

- USPTO (Serial No. 75/647647)
- Supplemental Register

6. SPEAK EASY

- Canadian Intellectual Property Office ("CIPO") TMA 158,165
- USPTO - 836,887

7. **STILL NATURAL AFTER ALL THESE YEARS**
-USPTO No. 2,019,070
8. **ENVIROMINTS**
-USPTO No. 1,589,199.
Seller needs to assign it from Environmental Candy Co. to Cloud Nine, and then from Cloud Nine to Buyer.
9. **SKY-HIGH, Ser. No. 75-750,449**
-August 9, 1999 - Intent to Use Application
10. **SKY HIGH, Ser. No. 75-680,144**
-May 3, 1999 - Intent to Use Application
11. **CLOUD NINE MILE HIGH, Ser. No. 75-651**
-March 1, 1999 - Intent to Use Application
12. **REFLEX, Ser. No. 75-341,591**
-August 15, 1997 - Intent to Use Application
13. **Agreement with Sherman Management Company ("SMC") concerning "Cloud Nine Café and Yogurt Bar Plus Design"**
14. **Domain name: cloudnynecandy.com**