

09-18-2000



101459230

M20 8.28.00

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

Execution Date
Month Day Year
05/12/2000

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.)

Other

Citizenship/State of Incorporation/Organization

09/18/2000 DNGUYEN 00000396 75924529

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 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) | | |
|---------------------------------------|----------------------|----------------------|--------------------------------------|----------------------|----------------------|
| <input type="text" value="75924529"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1874012"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <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.

Dustin R. Klinger

8/22/90

Name of Person Signing

Signature

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").

W I T N E S S E T H :

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: _____

SCHEDULE 2

PDXDOCS:1160459.2

TRADEMARK
REEL: 002137 FRAME: 0847

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. |

| <u>Federal Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Serial No.</u> | <u>Appln. Date</u> |
|---------------------|-----------------|------------------|-------------------|--------------------|
|---------------------|-----------------|------------------|-------------------|--------------------|

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

SKY HIGH

| | | | | |
|---------------------------|-----|-----|------------|-------------|
| Intent to Use Application | N/A | N/A | 75/680,144 | May 3, 1999 |
|---------------------------|-----|-----|------------|-------------|

CLOUD NINE MILE HIGH

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

REFLEX

| | | | | |
|---------------------------|-----|-----|------------|---------------|
| Intent to Use Application | N/A | N/A | 75-341,591 | Aug. 15, 1997 |
|---------------------------|-----|-----|------------|---------------|

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 | #1GCDM19W55B23012 |
| 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

Dustin R. Klinger
klinger@millermash.com
(503) 205-2544 direct line

August 24, 2000

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Subject: Trademark Assignment

Dear Sir or Madam:

Enclosed for recordation are the following documents affecting title to trademarks owned by Maranatha Acquisition Corp.:

1. Trademark Recordation Form Cover Sheet (FORM PTO-1618A);
2. Copy of Security Agreement;
3. Check for recordation fees in the amount of \$65.00; and
4. A postcard to acknowledge receipt of this request.

Please direct all correspondence in this matter to me at the above address.

Very truly yours,


Dustin R. Klinger