

12-15-2000



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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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

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

Receiving Party

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
- Other
- Citizenship/State of Incorporation/Organization

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

FOR OFFICE USE ONLY

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="75680144"/>	<input type="text" value="75647647"/>	<input type="text" value="75750449"/>	<input type="text" value="1907898"/>	<input type="text" value="1589199"/>	<input type="text" value="1740639"/>
<input type="text" value="75341591"/>	<input type="text" value="75924529"/>	<input type="text"/>	<input type="text" value="836887"/>	<input type="text" value="2065848"/>	<input type="text" value="1705251"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2019070"/>	<input type="text" value="1874012"/>	<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  November 20, 2000

Name of Person Signing Signature Date Signed

MRO 8.28.00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

09-18-2000

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



101459227

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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  - 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 Maranatha Holding Corp.

Execution Date  
Month Day Year  
05/12/2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

#### 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 DMSUYEN 00000401 75680144

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.

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TRADEMARK  
REEL: 2194 FRAME: 0855

00000101 75680144

275.00 IP

12/13/2000 6T0011

01 FC:482

**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)

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**Registration Number(s)**

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<input type="text" value="836887"/>	<input type="text" value="2065848"/>	<input type="text" value="1705251"/>
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#

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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

8/22/00

Name of Person Signing

Signature

Date Signed

## SECOND AMENDMENT OF SECURITY AGREEMENT

AMENDMENT OF SECURITY AGREEMENT dated as of May 12, 2000, by and between **MARANATHA HOLDING 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 August 2, 1999, in a principal amount of \$4,250,000.

B. Pursuant to a first amendment and restatement of said credit agreement 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, Lender has loaned or agreed to loan to Grantor the additional sum of \$5,750,000.

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

NOW, THEREFORE, the parties agree as follows:

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

"The words 'Credit Agreement' means the Second Amended and Restated Credit Agreement between Grantor, Lender, Maranatha Acquisition Corp., and Sunlight Foods, Inc., dated as of May 12, 2000, together with all amendments and restatements thereof, renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Credit Agreement, including all increases of Indebtedness under the Credit 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.

**MARANATHA HOLDING CORP.**

By: 

Title: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION**

By: 

Title: Vice President

**SCHEDULE 2**

PDXDOCS:1160459.2

**TRADEMARK**  
**REEL: 2194 FRAME: 0859**

# 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
<b>BAKING BREAK</b> 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)
<b>BERRY WILD CRITTERS</b> 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)
<b>CAROBA</b> 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.)
<b>CHIP LOGO</b> 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.
<b>CRUNCHIES</b> 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)
<b>EPIC</b> 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
<b>"S"</b> 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.)
<b>SUNDROPS</b> 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.)
<b>SUNSPIRE</b> 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.)
<b>SUNSPIRE BAT BITES</b> 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)
<b>SUNSPIRE CRYSTAL</b> 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)
<b>SUNSPIRE EARTHBALLS</b> 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)
<b>SUNSPIRE SHOOTING STARS</b> 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
<b>SUNSPIRE TOFFEE CRUNCH</b> 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)
<b>SWEETS-TO-GO</b> 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.
<b>TRULY INSPIRED NATURAL</b> 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
<b>SUNSPIRE</b> Application No. 1305283	European Union	Application filed 9/10/99.
<b>SUNSPIRE</b> Application No. 1032475	Canada	Application filed 10/14/99.
<b>SUNSPIRE</b> Application No. 9627499	Japan	Application filed 10/25/99.



