

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Good Karma Food Technologies, Inc.		05/18/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	United Natural Foods, Inc.
Street Address:	260 Lake Road
City:	Dayville
State/Country:	CONNECTICUT
Postal Code:	06241
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78958467	GOOD KARMA
Serial Number:	78971205	GOOD KARMA
Serial Number:	78970581	GOOD KARMA ORGANIC RICE DIVINE
Serial Number:	77017247	GOOD KARMA ORGANIC RICE DIVINE
Serial Number:	78841675	GOOD KARMA ORGANIC RICEMILK
Registration Number:	3195270	GOOD KARMA
Registration Number:	2520854	SOYANNAISE

**CORRESPONDENCE DATA**

Fax Number: (401)273-4447  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 401-273-4446  
 Email: cmb@barjos.com  
 Correspondent Name: Cynthia Branca, Barlow, Josephs & Holmes  
 Address Line 1: 101 Dyer Street, 5th Floor

OP \$190.00 78958467

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER: U10 GOOD KARMA SEC AGREE

NAME OF SUBMITTER: Cynthia M. Branca

Signature: /cynthia m. branca/

Date: 05/31/2007

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT dated as of May 18, 2007, made by Good Karma Food Technologies, Inc., a California corporation having a principal place of business at 529 Hahn Avenue, Suite 100, Glendale, CA 91203 ("Debtor"), in favor of United Natural Foods, Inc., a Delaware corporation having a principal place of business at 260 Lake Road, Dayville, CT 06241, and its successors, assigns, and other legal representatives ("Secured Party").

### **W I T N E S S E T H:**

WHEREAS, Debtor is receiving a loan from Secured Party pursuant to a Note, a Loan Agreement and a Security Agreement (collectively, the "Documents") pursuant to which Debtor has obligations to Secured Party; and

WHEREAS, Lender's willingness to make the loan is subject to the condition, among others, that Debtor execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party under the Documents, Debtor hereby agrees for the benefit of Secured Party as follows:

1. **DEFINITIONS; RULES OF INTERPRETATION.** All capitalized terms used herein without definition shall have the respective meanings provided therefor in the Documents. In addition, the following terms shall have the meanings set forth in this Section 1:

**"Collateral"** shall have the meaning ascribed to such term in the Documents.

**"Event of Default"** shall have the meaning ascribed to such term in the Documents.

**"Obligations"** shall have the meaning ascribed to such term in the Documents.

**"Proceeds"** shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

**"PTO"** shall mean the United States Patent and Trademark Office.

**"Security Agreement"** shall mean this Trademark Security Agreement, as it may be amended or supplemented from time to time.

**"Trademarks"** shall mean all of the trademarks, trademark applications, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious

business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Debtor, which (i) are set forth on Schedule A attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Debtor and are now owned, held or used by the Debtor, in the Debtor's business, or with the Debtor's products and services, or in which the Debtor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Debtor in the Debtor's business or with the Debtor's products and services, or in which the Debtor in the future acquires any right, title or interest.

"Trademark Collateral" shall mean all of the Debtor's right, title and interest (to the extent Debtor has any such right, title or interest) in and to all of the Trademarks, the Trademark Rights and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with any Trademark registrations or applications; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the associated goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

1.1. UCC Terms. Unless otherwise defined herein or in the other Documents, the terms used in Article 9 of the Uniform Commercial Code of the State of California are used herein as therein defined.

2. GRANT OF SECURITY INTEREST. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Debtor hereby unconditionally grants to the Secured Party, a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Trademark Collateral to the Secured Party.

3. SECURED PARTY'S APPOINTMENT AS ATTORNEY-IN-FACT. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Secured Party the power and right, on behalf of Debtor upon and during the continuance of an Event of Default,

without notice to or assent by Debtor to do the following: (a) to apply for and prosecute any applications for recording or registrations of any Trademark Collateral, and to file any affidavits or other documents necessary or desirable to preserve, maintain or renew any such registrations; (b) to assign, sell or otherwise dispose of all or any part of Debtor's right, title and interest in and to the Trademark Collateral; (c) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Trademark; (d) to defend any suit, action or proceeding brought against Debtor with respect to any Trademark Collateral; (e) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith and to give such discharges or releases as Secured Party may deem appropriate; (f) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademarks as fully and completely as though Secured Party were the absolute owner thereof for all purposes; (g) to do, at Secured Party's option and Debtor's expense, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Trademark Collateral and Secured Party's security interests therein, in order to effect the intent of this Security Agreement; and (h) to execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Secured Party may in its sole discretion determine. Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

4. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an Event of Default: (a) Debtor's failure to pay any amount on the date or in the manner required hereunder; (b) Debtor's default in the due performance or observance of any other covenant, condition or provision to be performed or observed by it hereunder; or (c) The occurrence of an Event of Default under the Documents.

5. REMEDIES, RIGHTS UPON DEFAULT. If an Event of Default occurs and is continuing:

(a) Secured Party may exercise, in addition to all other rights and remedies granted in the Documents, in this Security Agreement, and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC.

(b) To the extent that it may lawfully do so, Debtor agrees that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of any appraisal, valuation, stay, extension or redemption laws, or any law permitting it to direct the order in which the Trademarks or any part thereof shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Security Agreement or the Obligations and hereby expressly waives all benefit or advantage of any such laws and covenants that it will not hinder, delay or impede the execution of any power granted or delegated to Secured Party in this Security Agreement, but will suffer and permit the execution of every such power as though no such laws were in force.

(c) Debtor shall be responsible for any and all expenses, including reasonable attorneys' fees and expenses, incurred or paid by Secured Party in protecting or enforcing any rights of Secured Party hereunder. Secured Party shall also have the right to pay all other sums deemed necessary or desirable by it for the preservation and protection of the Trademarks, or for the realization thereupon, including taxes, insurance, application and renewal fees, and any other fees or costs. All such sums so paid by Secured Party shall be "Obligations" within the meaning of this Security Agreement, due upon demand.

[signature lines appear on the following page]

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles } SS.

On 05/21/07, before me, Lisa M. Gregg, Notary Public,

personally appeared Loren P. Wallis, personally known to me (or

proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lisa M. Gregg  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER Founder/CEO  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Trademark Security Agreement  
TITLE OR TYPE OF DOCUMENT

5  
NUMBER OF PAGES

05/18/07  
DATE OF DOCUMENT

**SIGNER (PRINCIPAL) IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER







**SCHEDULE A TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS, TRADEMARK REGISTRATION,  
SERVICE MARKS, AND LICENSES THEREOF**  
GOOD KARMA FOOD TECHNOLOGIES, INC.  
--PENDING APPLICATIONS--

MARK	CLASS / PRODUCTS	FILING NO.	FILING DATE	STATUS	NEXT ACTION
GOOD KARMA	Non-dairy frozen desserts, namely, soy-based ice cream substitutes and frozen yogurt in Class 030	78958467	August 23, 2006	Response to Office Action filed May 3, 2007	Await issuance of Notice of Publication
GOOD KARMA	Non-dairy beverages in Class 029.	78971205	September 11, 2006	Office Action issued on 1/19/2007	July 19, 2007 deadline to respond to Office Action
GOOD KARMA ORGANIC RICE DIVINE	Frozen confections and ice cream substitutes, all containing organic rice in Class 030	78970581	September 8, 2006	Final review prior to publication has been completed	Await issuance of Notice of Publication
GOOD KARMA ORGANIC RICE DIVINE (Logo Design)	Frozen confections and ice cream substitutes, all containing organic rice in Class 030	77017247	October 9, 2006	Final review prior to publication has been completed	Await issuance of Notice of Publication
GOOD KARMA ORGANIC RICE MILK	Non-dairy creamer and rice milk for use as a milk substitute in Class 029	78841675	March 20, 2006	Notice of Allowance issued May 8, 2007	Nov. 8, 2007 deadline to file Statement of Use

GOOD KARMA FOOD TECHNOLOGIES, INC.  
--REGISTERED TRADEMARKS--

MARK	CLASS / PRODUCTS	REGISTRATION #	REG. DATE	NEXT ACTION
GOOD KARMA	Meat substitutes, namely, soy meat analogs, soy hot dogs, soy sausages, and soy deli slices; soy milk; soy yogurt; skim condensed soy milk; skim evaporated soy milk; shelf stable organic cheese dips; soy potato chips; organic potato chips and organic peanut butter in Class 029	3195270	January 2, 2007	Declaration of Use due by 1/2/2013
SOYANNAISE	Non-dairy mayonnaise substitute in Class 030	2520854	December 18, 2001	Declaration of Use due by 12/18/2007

Global United Natural Foods/Good Karma/BrIDGE Loan/Trademark Security Agreement Execution DOC