07-21-1998

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Party Conveying Interest:

The Lucks Company

Name and Address of Party Receiving Interest:

Congress Financial Corporation (Northwest)
101 SW Main Street, Suite 7255
Portland, OR 97204

Description of the interest conveyed or the transaction to be recorded:

Collateral assignment of registered trademarks as described more fully in the Patent, Trademark and Copyright Security Agreement that is attached to this Trademark Cover Sheet.

Registration numbers of trademarks affected:

1,766,066	1,309,249
1,293,084	1,311,307
1,174,420	1,318,425
1,181,367	1,323,562
1,201,325	1,346,127
1,203,771	1,373,240
1.292,894	1,386,558

Name and address of the party to whom correspondence concerning the request to record the document should be mailed:

Mr. Bruce G. Berning
Tonkon Torp LLP
1600 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204-2099

Number of trademarks and total fee:

14 trademarks (1 @ $40 + 13 @ $25 = $365)

Date the document was executed:

April 1, 1998

To the best of my knowledge and belief, the information contained on this cover sheet is true and correct.

Bruce G. Berning

07/20/1998 TTUH11 00000168 1766066

01 FC:481 40.00 OP
02 FC:482 325.00 OP

007267/00073/215246 v01

PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT

In order to induce **CONGRESS FINANCIAL CORPORATION (NORTHWEST)**, whose address is 101 SW Main Street, Suite 725, Portland, Oregon 97204 ("Secured Party"), to enter into one or more agreements with **THE LUCKS COMPANY**, a Washington corporation whose address is 2201 Sixth Avenue, Suite 1100, Seattle, Washington 98121-1851 ("Debtor") and in consideration of any credit, advances or financial accommodations now or hereafter granted to or on behalf of Debtor, Debtor hereby assigns to Secured Party as collateral and grants to Secured Party a security interest in the following personal property (the "Collateral"):

(1) all present and future patents, patents pending, patent applications, unpatented inventions and trade secrets, drawings, know-how and related data and technology belonging to Debtor, including but not limited to the items, if any, listed in Schedule 1 attached hereto and incorporated herein;

(2) all present and future trademarks and service marks and federal, state and foreign trademark and service mark registrations and applications belonging to Debtor, including but not limited to the items, if any, described in Schedule 2 attached hereto and incorporated herein;

(3) all present and future trade names belonging to Debtor, including but not limited to the names, if any, described in Schedule 3 attached hereto and incorporated herein;

(4) all present and future copyrights and all copyright registrations and applications belonging to Debtor, including but not limited to the items, if any, described in Schedule 4 attached hereto and incorporated herein by this reference;

(5) all present and future elements of package or trade dress of goods belonging to Debtor;

(6) all present and future goodwill belonging to Debtor and connected with or symbolized by the foregoing trademarks, service marks, trademark registrations, service mark registrations, trademark applications, service mark applications, trade names, package and trade dress;

(7) all present and future licenses belonging to Debtor and pertaining to patents, patents pending, patent applications, trademarks, service marks, trademark registrations, service mark registrations, trademark applications, trade names, copyrights, package and trade dress; and

(8) all proceeds of every nature of any or all of the foregoing personal property.

1. Obligations Secured by Collateral. The Collateral secures the payment and performance of all Obligations of Debtor to Secured Party as defined in that certain Loan and Security Agreement dated April 1, 1998, all supplements thereto, and any and all renewals and extensions thereof and amendments and modifications thereto (the "Loan Agreement").

2. Representations and Warranties. Debtor hereby represents, warrants and covenants that: (a) Debtor is the owner of the Collateral, free and clear of all liens, security interests, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind or nature (except for the security interest granted to Secured Party); (b) Debtor has not made and will not make any assignment, pledge, mortgage, hypothecation, license, or transfer of the Collateral or the proceeds thereof without the prior written consent of Secured Party; (c) this Agreement does not contravene any contractual restriction binding on Debtor, including but not limited to any license agreement pertaining to the Collateral; (d) there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral; and (e) Debtor will defend its title to the Collateral and Secured Party's interest therein against all present and future claims.

3. Use and Ownership Prior to Default. Debtor will retain legal and equitable title and the right to use the Collateral in the ordinary course of its business until an Event of Default has occurred under this Agreement. Debtor shall take all actions necessary to preserve and maintain the Collateral and its rights therein. Secured Party is hereby appointed as Debtor's attorney-in-fact to take any action necessary to maintain such Collateral, including but not limited to filing affidavits of continued use and renewing the trademarks and service marks included in such Collateral if Debtor fails to do so in a timely manner. Such appointment is coupled with an interest and shall be irrevocable until all Obligations secured hereby have been fully discharged. Debtor will reimburse Secured Party for all sums expended to maintain the Collateral, together with interest thereon at the rate described in the Loan Agreement. Notwithstanding the foregoing, Secured Party will not be required to maintain the Collateral and does not assume any other obligation or liability pertaining to the Collateral.

4. Events of Default. Debtor will have committed an Event of Default under this Agreement if: (a) there occurs any Event of Default under the Loan Agreement; (b) Debtor commits a default with respect to one or more obligations to Secured Party under any other present or future agreement; or (c) Debtor fails to perform one or more obligations described in this Agreement.

5. Remedies on Default. In the event of any Event of Default under this Agreement, Secured Party shall be entitled to exercise all of the rights and remedies afforded to a secured party under the Uniform Commercial Code and all other remedies provided by law, by agreement or otherwise, including but not limited to the right to foreclose its security interests by public or private sale. All rights and remedies will be cumulative.

6. Indemnity. Debtor agrees to hold Secured Party harmless from and indemnify Secured Party for all claims, actions, liabilities and expenses (including attorney fees at trial and on appeal) pertaining to this Agreement and the Collateral.

TRADEMARK
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7. Further Assurances. Debtor will execute and file such financing statements, continuation statements and other documents in any location that Secured Party may deem necessary or appropriate to perfect and preserve Secured Party's security interest in the Collateral, and Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to execute the aforementioned documents, which appointment is coupled with an interest and shall be irrevocable until all Obligations secured hereby have been fully discharged.

8. Termination. This Agreement and Secured Party's security interest in the Collateral shall continue until all of the Obligations secured hereby have been fully discharged.

9. Waiver. No provision of this Agreement may be waived or modified except by a writing signed by the parties hereto. No waiver of any provision of this Agreement on one occasion will constitute a waiver of the same or any other provision on a future occasion.

10. Governing Law. This agreement will be governed by the substantive laws of the state of Oregon.

11. Attorney Fees. Debtor agrees that in the event of any litigation pertaining to the rights and remedies provided for in this Agreement, the prevailing party will be entitled to recover its attorney fees, expenses and costs, at trial and on appeal.

Dated this 1st day of April, 1998.

DEBTOR:

THE LUCKS COMPANY

By: William G. Lucks

William G. Lucks
Chief Executive Officer

STATE OF OREGON)
) ss.
County of Multnomah)

On this 1st day of April, 1998, before me personally appeared William G. Lucks, to me known to be the Chief Executive Officer of THE LUCKS COMPANY and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

OFFICIAL SEAL
LYNN DELLA
NOTARY PUBLIC-OREGON
COMMISSION NO. 035540
MY COMMISSION EXPIRES SEPT. 30, 1998

Lynn Della
Notary Public for Oregon
My Commission Expires 9-30-98

TRADEMARK
REEL: 1755 FRAME: 0814

SCHEDULE 1

Patents

Title	Country	Reg./Ser. No.	Reg. Date
U-TUBE HEAT EXCHANGER FOR BAKERY OVENS INVENTION	USA	5,385,137	01/31/95
HUMIDIFIER ASSEMBLY	USA	4,646,630	03/03/87
MAKING EDIBLE BASE SHAPES	USA	5,017,394	05/21/91
HUMIDIFIER FOR PROOF BOX	Canada	1,118,025	02/09/82
HUMIDIFIER FOR PROOF BOX	USA	4,373,430	02/15/83
INSTANTANEOUS STEAM GENERATOR	USA	4,724,824	02/16/88

SCHEDULE 2

Trademarks

Mark	Country	Reg./Ser. No.	Reg. Date
LUCKS	Canada	276,291	02/04/83
LUCKS AND DESIGN	Canada	276,290	02/04/83
EDIBLE IMAGE	USA	1,766,066	04/20/93
SETTLER'S MILL & DESIGN	USA	1,293,084	09/04/84
POULSBO	Canada	311,126	02/07/86
LUCKS ROSES AND DESIGN	USA	1,174,420	10/20/81
LUCKS AND DESIGN	USA	1,181,367	12/08/81
DEC-ONS	USA	1,201,325	07/13/82
LUCKS DEC-ONS AND DESIGN	USA	1,203,771	08/03/82
POULSBO	USA	1.292,894	09/04/84
SETTLER'S MILL	USA	1,309,249	12/11/84
MOIST 'N RICH	USA	1,311,307	12/25/84
KLONDIKE	USA	1,318,425	02/05/85
KLONDIKE & DESIGN	USA	1,323,562	03/05/85
FAST FINISH	USA	1,346,127	07/02/85
LUCKS AND DESIGN	USA	1,373,240	12/03/85
LUCKS	USA	1,386,558	03/18/86

SCHEDULE 3

Trade Names

Lucks Bakery Supply Company
Lucks Food Equipment Company
Lucks Food Decorating Company

SCHEDULE 4

Copyrights

Copyright	Country	Reg./Ser. No.	Reg. Date
SETTLER'S MILL BREAD BAGS	USA	VA175-462	06/18/81
POULSBO BREAD PACKAGE	USA	VA175-402	12/27/84

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