

02-22-1999

Patents 2-18-99 T.  
 Trademarks PI



100970500

and Trademarks:  
or copy thereof.

2/18/99

1. Name of Party(ies) conveying an interest:

Golden Bounty Food Processors, Inc.  
7410 Scout Avenue  
Bell Gardens, California 90201

2. Name and Address of Party(ies) receiving an interest:

Name: FINOVA Capital Corporation  
Internal Address: Attention: Loan Administration Manager  
Street Address: 355 South Grand Avenue  
City: Los Angeles  
State: California Zip: 90071

Entity:  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: California  
 Other \_\_\_\_\_

Entity:  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Delaware  
 Other \_\_\_\_\_  
Citizenship \_\_\_\_\_

If not domiciled in the United States, a domestic representative designation is attached:  
 Yes  
 No

3. Interest Conveyed:  
 Assignment  Association  
 Security Agreement  Limited Partnership  
 Other \_\_\_\_\_  
Execution Date: As of December 31, 1998

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:  Yes  No  
1,817,006; 1,817,004

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Federal Reserve Corp  
Internal Address: Suite 101  
Street Address: 400 Seventh St NW  
City: Washington  
State: DC Zip: 20004

6. Number of applications, patents, or registrations involved:  
2

7. Amount of fee enclosed or authorized to be charged:  
\$65.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

02/19/1999 JSHABAZZ 00000051 1817006

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

DO NOT USE THIS SPACE

9. Date of execution of attached document As of December 31, 1998  
10. 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 documents.

February 16, 1999  
Date

Wesley E. Odom  
Signature

Wesley E. Odom  
Name of Person Signing

RECEIVED  
FEB 19 1999  
COMMERCIAL BANK

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 31, 1998, is executed by GOLDEN BOUNTY FOOD PROCESSORS, INC., a California corporation ("Borrower"), in favor of FINOVA CAPITAL CORPORATION ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") between Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

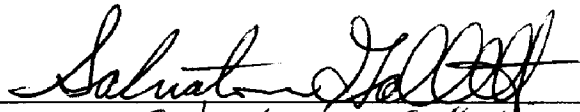
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

FINOVA CAPITAL CORPORATION  
355 South Grand Avenue, Suite 2400  
Los Angeles, CA 90071  
Attn: Manager  
Telephone No.: (213) 253-1600  
Telecopier No.: (213) 625-8147

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed  
as of the day and year first above written.

GOLDEN BOUNTY FOOD PROCESSORS,  
INC

By:   
Name: Salvatore Gallett  
Title: President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Reg. Number</b>	<b>Reg. Date</b>
BLUE DIAMOND	FEDERAL	1,817,006	1/18/94
PACIFIC GOLD	FEDERAL	1,817,004	1/18/94

I-A-1

DOCSLA1:284382.1  
7797-154 WEO

**TRADEMARK**  
**REEL: 1856 FRAME: 0858**

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST  
TRADEMARK APPLICATIONS

None.

I-B-1

DOCSLA1:284382.1  
7797-154 WEO

**TRADEMARK**  
**REEL: 1856 FRAME: 0859**

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF LOS ANGELES    )

On this 31<sup>st</sup> day of December 1998, before me, Victoria B. Mendoza, a notary public in and for the State of California, personally appeared SALVATORE GALLETTI

[ ] personally known to me - OR - [X] 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.

*Victoria B. Mendoza*  
\_\_\_\_\_  
Signature of Notary