04-14-1999

101008556

Form PTO-1594 RECORD/ TRA — U.S. Department of Commerce Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Northland Cranberries, Inc.
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited
[X] Corporation-State Wisconsin Partnership
[ ] Other:
Additional name(s) of conveying party(ies) attached?
[ ] Yes [X] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other

Execution Date: March 15, 1999

2. Name and address of receiving party(ies):
Name: Firstar Bank Milwaukee, N.A.
Internal Address:
Street Address: 777 East Wisconsin Avenue
City: Milwaukee State: WI Zip: 53202
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[X] Corporation-State
[ ] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No

(Designations must be a separate document from Assignment) Additional names(s) & address(es) attached?
[ ] Yes [X] No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

see attached schedule

Additional numbers attached? [X] Yes [] No

B. Trademark registration No.(s)

see attached schedule

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Derek C. Stettner
Godfrey & Kahn, S.C.
Internal Address:

Street Address: 780 North Water Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[20]

7. Total fee (37 CFR 3.41): .....$ 515.00
[X] Enclosed
[X] Authorized to be charged to deposit account for any deficiencies

8. Deposit account number: 07-1509

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/12/1999 JSHABAZZ 00000115 75504850
01 FC:481 40.00 OP
02 FC:482 475.00 OP

9. 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.

Derek C. Stettner — Name of Person Signing

Signature

6 April 1999 — Date

Total Number of pages comprising cover sheet: [4]

EL311140611US

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(FOR RECORDATION PURPOSES)

This Agreement, dated as of March 15, 1999, is made by and between NORTHLAND CRANBERRIES, INC., a Wisconsin corporation (the "Owner"), and FIRSTAR BANK MILWAUKEE, N.A., as agent for itself and the other Banks (as hereinafter defined) (the "Secured Party").

RECITALS:

The Owner has received an exclusive license with respect to juice and frozen concentrate to use the SENECA trademark, associated trade dress, and the marks shown in Registration Nos. 755,615, 879,198, and 1,166,685 pursuant to the terms of that certain Trademark License Agreement dated December 29, 1998 between Seneca Foods Corporation and the Owner (the "License").

The Owner has agreed to grant to the Secured Party a security interest in Owner's Trademarks (as hereinafter defined) and the License identified herein in connection with that certain Security Agreement dated March 15, 1999 by and between the Owner and the Secured Party, as agent for itself and the other Banks, and pursuant to that certain Credit Agreement dated as of March 15, 1999 (the "Credit Agreement") by and among the Owner, each of the banks from time to time a party to the Credit Agreement (the "Banks"), and the Secured Party in its capacity as agent for itself and the other Banks.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of a Grant of Security Interest in Trademarks by the Owner.

ACCORDINGLY, in consideration of the mutual covenants contained in the Security Agreement, the Credit Agreement, the Grant of Security Interest in Trademarks and herein, the parties hereby agree as follows:

The Owner has granted a security interest in favor of the Secured Party, as agent for itself and the other Banks, in and with respect to the entire right, title, and interest of the Owner in the trademarks identified in the attached schedule (the "Trademarks") and the License, together with the goodwill of the business symbolized by said Trademarks and the License.

IN WITNESS WHEREOF, the parties have executed this Notice of Trademark Security Agreement as of the date written above.

FIRSTAR BANK MILWAUKEE, N.A.

By: _____
Its: Commercial Banking Officer

NORTHLAND CRANBERRIES, INC.

By: _____
John A. Pazurek, Chief Financial Officer, Vice President-Finance and Treasurer

STATE OF WISCONSIN)
)
COUNTY OF Wood)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by John A. Pazurek, the Chief Financial Officer, Vice President-Finance and Treasurer of Northland Cranberries, Inc., a Wisconsin corporation, on behalf of the corporation.

DEBRA K. HERMAN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
My commission expires 08-19-01

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by David M. Hirsch, a Commercial Banking Officer of Firstar Bank Milwaukee, N.A. on behalf of the corporation.

_____
Notary Public
My commission expires 6/9/02

MW303550_1.DOC

SCHEDULE OF TRADEMARKS

NORTHLAND CRANBERRIES, INC. - TRADEMARKS

MARK	APP. NO./REG. NO.
MEADOW VALLEY	75/504,850
NORTHLAND CRANBERRIES	2,216,485
NANTUCKET CRANBERRIES	75/425,441
NORTHLAND. 100% HONEST-TO-GOODNESS JUICE	2,226,732
NORTHLAND CRANBERRIES, INC. and Design	1,925,743
NORTHLAND	1,949,332
NORTHLAND	1,817,513
AWAKE	1,716,286
ORANGE PLUS	961,653
TREESWEET	656,892
TREESWEET Stylized	354,723
TREESWEET and Design	390,633
TREESWEET and Design	390,947
TREESWEET and Design	391,646
ORIGINAL TREE SWEET and Design	1,986,535
PONCHO PUNCH	805,698
RUBY RED	1,357,034

SENECA FOODS CORPORATION TRADEMARK REGISTRATIONS COVERED UNDER THE LICENSE

MARK	REG. NO.
SENECA and Design	755,615
SENECA	879,198
SENECA and Design	1,166,685

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