

09-13-2000

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



101455399

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

MPO  
8-17-00

### 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
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
08012000

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
07312000

Name Clear Springs Foods, Inc.

Formerly \_\_\_\_\_

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name First Security Bank, N.A.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) P.O. Box 7069

Address (line 2) \_\_\_\_\_

Address (line 3) Boise

City

ID

State/Country

83730

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other National Bank

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.)

- Citizenship/State of Incorporation/Organization \_\_\_\_\_

#### FOR OFFICE USE ONLY

09/12/2000 NTHA11 00000360 75129881

01 FC:481  
02 FC:482

40.00 DP  
300.00 DP

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

TRADEMARK  
REEL: 002133 FRAME: 0280

**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="75129881"/>	<input type="text" value="75129807"/>	<input type="text" value="75130332"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1777333"/>	<input type="text" value="1789544"/>	<input type="text" value="2131268"/>
<input type="text" value="1821526"/>	<input type="text" value="1788897"/>	<input type="text" value="2131267"/>
<input type="text" value="1789748"/>	<input type="text" value="1786611"/>	<input type="text" value="1788612"/>

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.

David S. Jensen, Esq.

8-10-00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional 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**

Enter Additional 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)

City

State/Country

Zip Code

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 the Assignment.)

**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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1246505	<input type="text"/>	<input type="text"/>
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT is made as of August 1, 2000, by **CLEAR SPRINGS FOODS, INC.**, an Idaho corporation (the "Borrower"), to **FIRST SECURITY BANK, N.A.** (the "Bank") in connection with the Credit Agreement (as hereinafter defined).

A. The Bank and the Borrower have entered into a Credit Agreement dated August 1, 2000 (the "Credit Agreement"), whereby the Bank has agreed to loan money to the Borrower, and the Borrower has agreed to grant a security interest in certain of its business assets to the Bank to secure such loans.

B. Borrower has executed and delivered to the Bank the Security Agreement (as defined in the Credit Agreement), pursuant to which Borrower has granted to the Bank a security interest in certain of Borrower's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed in the Exhibits to this Agreement, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

C. This Agreement is supplemental to the provisions contained in the Security Agreement.

D. The Borrower represents that it now possesses the sole and complete ownership rights to the business assets to be subject to this Agreement and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than the Bank.

NOW THEREFORE, in order to induce the Bank to make the loans under the Credit Agreement, the Borrower agrees with the Bank as follows:

**1. Grant of Security Interest.** In order to secure the complete and timely satisfaction of all of the Obligations as defined in the Credit Agreement, the Borrower pledges, mortgages and grants a first-priority security interest to the Bank in and to the following:

**1.1** All patents, patent applications and patentable inventions of the Borrower, including but not limited to those set forth in *Exhibit 1*, and (a) the invention and improvements described and claimed therein; (b) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (c) all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including the right to sue for past, present or future infringement; and (d) any other rights and benefits relating to said patents, applications, or inventions ("Patents").

**1.2** All trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of the Borrower, including but not limited to those set forth in *Exhibit 2* and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including any rights as a licensor of said trademark (“Trademarks”).

**2. No Liens.** The Borrower agrees that it will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in said Patents and Trademarks or take any other acts that are contrary to or inconsistent with the rights granted to the Bank in this Agreement and will not cease the use of any Trademark or take any action or fail to take any action that will result in the cancellation or expiration of any of the Patents or Trademark registrations covered by this Agreement without the prior written agreement of the Bank.

**3. Borrower’s Obligation to Maintain and Enforce Rights.** The Borrower further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Bank:

**3.1** To take all actions necessary to properly maintain and renew all Patents and registrations for Trademarks that are or may become subject to the Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Patents or registrations for Trademarks (including the filing of a declaration of incontestability under § 15 of the United States Trademark Act where possible) that may be necessary or appropriate under applicable law.

**3.2** To file new applications to register and protect under applicable law all patentable inventions or Trademarks acquired by the Borrower but for which applications have not previously been filed or to take all other actions necessary to cause Patents and registrations for Trademarks to be issued as a result of said applications.

**3.3** To protect such Patents and Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Patents and Trademarks from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

**4. Reporting Requirements.** Upon Bank’s written request, the Borrower shall provide written semiannual reports to the Bank informing it of: (a) the status of all Patents and Trademarks subject to this Agreement including any new patents, patent applications, trademark

registrations, trademark registrations, trademark applications or related licenses; and (b) any actions taken by the Borrower pursuant to Section 3 of this Agreement.

**5. After Acquired Property.** If the Borrower shall obtain rights to or become entitled to the benefit of any new patents, patentable applications, patentable inventions, trademarks, registered trademarks, trademark applications or licenses before its obligations to the Bank as set forth in this Agreement have been satisfied in full, the provisions of this Agreement shall automatically apply thereto and the Borrower hereby authorizes the Bank to modify or update this Agreement accordingly.

**6. Events of Default.** The failure by the Borrower to perform any of the terms or conditions of this Agreement or the terms and conditions of the Credit Agreement shall constitute a material default. Upon the occurrence of such a default and upon the receipt by the Borrower of appropriate written notice from the Bank, the Borrower hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to said Patents and Trademarks including but not limited to the assignment of all said Patents and Trademarks from the Borrower to the Bank. This right may be exercised in addition to any other rights and remedies that may be available under applicable law.

**7. Supplemental to Security Agreement.** Pursuant to the Security Agreement, Borrower has granted to the Bank a continuing security interest in and lien on the Collateral (including the Patents and the Trademarks). The Security Agreement, and all rights and interests of the Bank in and to the Collateral (including the Patents and the Trademarks) thereunder, are ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Patents and Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the United States Patent and Trademark Office, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Bank in the Collateral (including the Patents and the Trademarks) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Idaho Uniform Commercial Code (including the security interest in the Patents and the Trademarks), or any present or future rights and interests of the Bank in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Idaho Uniform Commercial Code. Any and all rights and interests of the Bank in and to the Patents and the Trademarks (and any and all obligations of Borrower with respect to the Patents and the Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Bank (and the obligations of Borrower) in, to or with respect to the Collateral (including the Patents and the Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

**8. Interpretation.** This Agreement is subject to the terms and conditions of a Credit Agreement and the Security Agreement. Where any term in this Agreement may be inconsistent with any term in the Credit Agreement, the terms of the Credit Agreement shall control.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement.

9. **No Waiver.** The failure by the Bank to exercise any right under this Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.

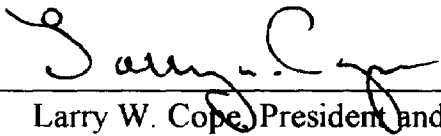
10. **Governing Law.** This Agreement is made in the state of Idaho, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby. Accordingly, in all respects, including, without limiting the generality of the foregoing, matters of construction, validity, enforceability and performance, this Agreement and the obligations arising hereunder and thereunder shall be governed by, and construed in accordance with, the laws of the state of Idaho applicable to contracts made and performed in such state and any applicable law of the United States of America. Each party hereby unconditionally and irrevocably waives, to the fullest extent permitted by law, any claim to assert that the law of any jurisdiction other than the state of Idaho governs this Agreement. All disputes, controversies, or claims arising out of, or in connection with, this Agreement shall be litigated in any court of competent jurisdiction within the state of Idaho. Each party hereby accepts jurisdiction of such state and agrees to accept service of process as if it were personally served within such state. Each party irrevocably waives, to the fullest extent permitted by law, any objection that the party may now or hereafter have to the jurisdiction of the courts of such state and any claim that any such litigation brought in any such court has been brought in an inconvenient forum.

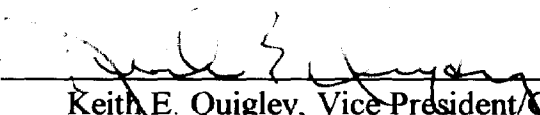
11. **Severability.** The terms of this Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

12. **Further Actions.** The Borrower agrees to execute any other documents and take any further action upon the reasonable request of the Bank as may be deemed necessary to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed as of the date first written above.

CLEAR SPRINGS FOODS, INC.

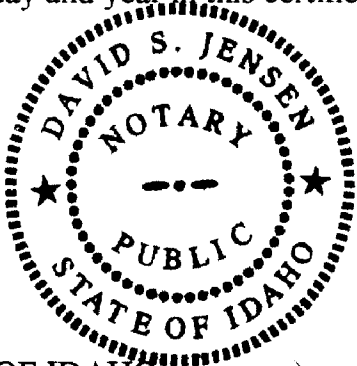
By   
Larry W. Cope, President and Chief  
Executive Officer

By   
Keith E. Quigley, Vice President/CFO

STATE OF IDAHO )  
 )  
COUNTY OF Ada ) ss  
 )

On this 31st day of July, 2000, before me David S. Jensen,  
personally appeared **LARRY W. COPE** known or identified to me (or proved to me on the oath of  
\_\_\_\_\_ ) to be the President and Chief Executive Officer, of Clear  
Springs Foods, Inc., the corporation that executed the instrument or the person who executed the  
instrument on behalf of said corporation, and acknowledged to me that such corporation executed  
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate first above written.

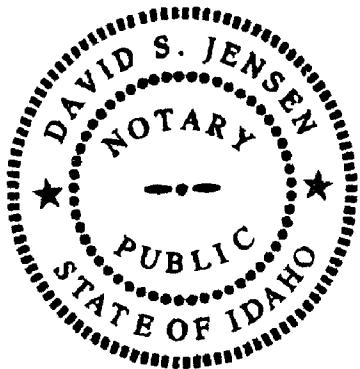


David S. Jensen  
NOTARY PUBLIC FOR Idaho  
Residing at Boise, Idaho  
My Commission Expires 10-15-02

STATE OF IDAHO )  
 )  
COUNTY OF Ada ) ss  
 )

On this 31st day of July, 2000, before me David S. Jensen,  
personally appeared **KEITH E. QUIGLEY**, known or identified to me (or proved to me on the oath  
of \_\_\_\_\_ ) to be the Vice President/CFO, of Clear Springs Foods,  
Inc., the corporation that executed the instrument or the person who executed the instrument on  
behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate first above written.



David S. Jensen  
NOTARY PUBLIC FOR Idaho  
Residing at Boise, Idaho  
My Commission Expires 10-15-02



**EXHIBIT 1**

**PATENTS, PATENT APPLICATIONS AND  
PATENTABLE INVENTIONS**

<b>Description</b>	<b>Reg #</b>	<b>Reg. Date</b>
Rotating Brush Aeration System	4,961,400	10-09-1990
Animal Feed Dispenser System	4,972,802	11-27-1990

## EXHIBIT 2

**TRADEMARKS, TRADEMARK REGISTRATIONS,  
AND TRADEMARK APPLICATIONS  
AND ASSOCIATED GOODWILL**

Mark	Reg #	Reg. Date	Country/State	Goods/Services
Clear Cuts	1,777,333	6-15-1993	United States	(Class 29) Fish for human consumption.
Clear Springs	1,821,526	2-15-1994	United States	(Class 29) Fresh and Frozen Fish.
Clear Springs	1,789,748	8-24-1993	United States	(Class 42) Wholesale distributorships featuring seafoods.
Clear Springs (and design) Color	1,789,544	8-24-1993	United States	(Class 29) Fresh and Frozen Fish.
Clear Springs (and design) w/o Color	1,788,897	8-10-1993	United States	(Class 29) Fresh and Frozen Fish.
Clear Springs Foods (and design) Color	1,786,611	8-17-1993	United States	(Class 42) Wholesale distributorships featuring seafoods.
Clear Springs Kitchen	75/129,881	7-03-1996	United States	(Class 29) Fresh and frozen processed meat.
Clear Springs Kitchens	2,131,268	1-20-1998	United States	(Class 42) Wholesale distributorships featuring food products.
Clear Springs Kitchens (and design)	75/129,807	7-03-1996	United States	(Class 29) Fresh and frozen processed meat
Clear Springs Kitchens (and design)	2,131,267	1-20-1998	United States	(Class 42) Wholesale distributorships featuring food products.
Clear Springs Trout Company (and design)	1,788,612	8-17-1993	United States	(Class 42) Wholesale distributorships featuring seafoods
Creative Components	75/130,332	7-05-1996	United States	(Class 29) Fresh and frozen processed meat.
1000 Springs	1,246,505	7-26-1983	United States	(Class 29) Frozen and Fresh trout.
Rainbow Trout a la mer	007213	7-27-1972	Idaho	(Class 29) Rainbow trout, boned and stuffed.
Clear Springs	240153	2-29-1980	Canada	Fresh and frozen trout.
Clear Springs	TMA431722	8-12-1994	Canada	Fresh and frozen fish; wholesaling and transporting fish.

EXHIBIT 2

BOI MT1 306819.1

**Goods/Services**

**Country/State**

**Reg. Date**

**Reg #**

**Mark**

Clear Springs (and design) Color	TMA428206	6-03-1994	Canada	Fresh and frozen fish.
Clear Springs Foods (and design) Color	TMA431952	8-19-1994	Canada	Wholesaling and transporting fresh and frozen fish.
Clear Cuts	862,085	11-20-1997	Canada	Fish for human consumption.
Clear Springs	469,753	8-16-1994	Mexico	(Class 29) All goods in Class 29.
Clear Springs (and design)	469,754	8-16-1994	Mexico	(Class 29) All goods including meat, fish, birds.

BOI MT1 306819 1

**EXHIBIT 2**