

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



101473549

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereon.

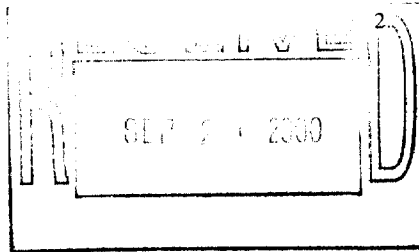
1. Name of conveying party(ies):

Granny Goose Foods, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - California
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No



2. Name and address of receiving party:

Name: Coast Business Credit
Internal Address: Suite 1400
Street Address: 12121 Wilshire Blvd.
City: Los Angeles State: California ZIP: 90025

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - California
- Other:

9-21-00

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 name(s) and address(es) attached?

Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Operation of Law in Default on Security Interest

Execution Date: May 23, 2000

4. Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration Nos:
1,829,935; 968,310; 1,833,441; 1,249,511;
1,386,210; 876,659; 767,659; 1,662,647

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey L. Van Hoosear
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: GFOODS.005GEN

7. Total fee (37 CFR 3.41): \$215

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of registrations involved: Nine (9) trademark registrations

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.

Diane M. Reed
Name of Person Signing

Diane M. Reed
Signature

9/15/00
Date

Total number of pages including cover sheet, attachments and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

09272000 MTRAC: 00000174 0829335

1148. 40.00 JP
072100 075.00 JP
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072100

BILL OF SALE

This BILL OF SALE is made May 23, 2000 at Los Angeles, California, by Coast Business Credit, a division of Southern Pacific Bank ("Coast") in favor of Grande Foods, a California corporation ("Grande").

1. **Transfer.** Coast hereby sells, transfers and conveys to Grande pursuant to the Uniform Commercial Code as adopted and in effect in the State of California at the date hereof, all of Coast's right, title and interest in and to all of the assets described in Exhibit A hereto (the "Transferred Assets") owned by Granny Goose Foods, Inc. ("Granny Goose") and assigned by Granny Goose to Development Specialists, Inc., an Illinois corporation, solely in its capacity as Assignee for the Benefit of Creditors of Granny Goose Foods, Inc., a California corporation ("Assignee").

2. **Consideration.** The consideration for this Bill of Sale is \$2,250,000.

3. **Disclaimer.** THIS TRANSFER, SALE, DELIVERY AND CONVEYANCE OF THE TRANSFERRED ASSETS IS MADE "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS OR ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANDE AGREES AND ACKNOWLEDGES THAT COAST HAS MADE NO REPRESENTATION OR WARRANTY REGARDING TITLE.

4. **Exclusion of Implied Warranty of Fitness for a Particular Purpose (Section 2315 of the California Commercial Code).** Grande hereby acknowledges and affirms that at the time of this sale, Grande is not relying on the Coast's skill or judgment to select or furnish suitable goods.

5. **Exclusion of Implied Warranty of Merchantability and Usage of Trade (Section 2314 of the California Commercial Code).** Grande hereby acknowledges and affirms that COAST IS NOT A MERCHANT, MANUFACTURER, DISTRIBUTOR OR DEALER WITH RESPECT TO THE ASSETS AND THAT THE ASSETS ARE FIT FOR THE ORDINARY PURPOSES FOR WHICH IT IS USED.

6. **Examination of Assets.** Grande hereby acknowledges and affirms that before entering this sale, Grande has examined the Transferred Assets as fully as it desired or that Grande has been given the opportunity for such examination and has declined to make such examination. Grande specifically acknowledges that the Transferred Assets may contain hazardous substances and agrees to assume all risks associated therewith.

7. **Lease.** The parties acknowledge that Grande is entering into negotiations with the Assignee in order to lease, for a term to be agreed upon between the Assignee and Grande, the premises commonly known as 95 East 200

North, Kaysville, Utah so that Grande can, pursuant to such lease, utilize those premises.

8. Indemnifications Regarding Sales Tax. Grande hereby agrees to pay all sales taxes levied because of the sale and hereby indemnifies Coast for all such sales taxes, levies, charges and penalties concerning the Transferred Assets.

9. Attorneys' Fees. In the event of any litigation regarding this Bill of Sale, the prevailing party shall recover its reasonable attorneys' fees and costs.

10. Counterparts. This Bill of Sale may be executed in any number of counterparts, which together shall constitute one and the same agreement.

11. Acceptance of Facsimile Signatures. The parties agree that this Bill of Sale will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

12. Further Assurance. The parties agree to take all further actions and execute all further documents as may from time to time reasonably be necessary in order to carry out the transactions contemplated by this Bill of Sale.

13. Venue. The parties agree that all actions and proceedings relating directly or indirectly to this Bill of Sale shall be litigated in courts located within California and that the exclusive venue therefor shall be Los Angeles County.

14. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES THE RIGHT OF TRIAL BY JURY WITH RESPECT TO THIS BILL OF SALE AND ANY CLAIM, IN CONTRACT OR IN TORT, ARISING FROM OR RELATING THERETO.

IN WITNESS WHEREOF, the parties have executed this instrument this 23rd day of May 2000.

Coast:

Coast Business Credit, a division of Southern Pacific Bank

By: Phil T. [Signature] S.V.P.

AGREED TO AND ACCEPTED BY:

Grande Foods, a California corporation

By: _____
Title: _____

North, Kaysville, Utah so that Grande can, pursuant to such lease, utilize those premises.

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IN WITNESS WHEREOF, the parties have executed this instrument this 23rd day of May 2000.

Coast:

• Coast Business Credit, a division of Southern Pacific Bank

By: _____

AGREED TO AND ACCEPTED BY:

Grande Foods, a California corporation

By: [Signature]
Title: President

WAIVER AND CONSENT

The undersigned, Development Specialists, Inc., an Illinois corporation, solely in its capacity as Assignee for the Benefit of Creditors of Granny Goose Foods, Inc., a California corporation ("Assignee") acknowledges that Granny Goose is now in default under a Loan and Security Agreement and other agreements it has entered into with Coast. Assignee waives any and all rights Assignee may have under the Loan Agreement, under Section 9504 of the California Commercial Code, or otherwise, to both notice of the above sale and any other sale of assets of Granny Goose in which Coast has a security interest. Assignee agrees and acknowledges that the above sale constitutes a commercially reasonable disposition of the Transferred Assets in that, among other things, the Assignee conducted an auction sale of the Transferred Assets, which was not consummated at the request and consent of Coast and Grande and the Transferred Assets are now being sold for an amount equal to, or a greater than, the amount bid for the Transferred Assets at such auction sale. The Assignee is of the opinion that if the above sale does not occur immediately, the Transferred Assets are in danger of rapidly depreciating even further in value.

Dated: May 23, 2000

Assignee:

Development Specialists, Inc.,
An Illinois corporation, solely in its
capacity as Assignee for the Benefit of
Creditors of Granny Goose Foods, Inc., a
California corporation

By: 
Geoffrey Berman, V.P.

EXHIBIT "A"**Transferred Assets**

<u>1. Trademark</u>	<u>Registration Number</u>	<u>Country</u>
Padrinos and Design	1,662,647	USA
Mamacit's (reg. may be canceled)	1,829,935	USA
La Famous	968,310	USA
El Dorado (reg. may be canceled)	1,833,441	USA
El Dorados (reg. may be canceled)	1,567,406	USA
Bocadinos	1,249,511	USA
Compadres	1,386,210	USA
Fiestas	876,659	USA
Krazy Korn	767,659	USA
Padrinos and Design	1,662,647	USA
Krazy Korn	5784	California
Krazy Korn	34199	California
2. All goodwill associated with the above trademarks		
3. Corn equipment at Kaysville, Utah, included in Lots 4 through 14 of that certain Appraisal dated April 25, 2000 (see attached list).		

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Approved Entry Class Needs by
Date and
Page Total

LINE	QTY	UNIT	DESCRIPTION
1	1	EA	PORTATO BOM (CONCRETO) (P-00000000000000000000)
2	2	EA	UNIFORME EVANGELICO (P-00000000000000000000)
3	1	EA	UNIFORME POLICIA (P-00000000000000000000)
4	1	EA	UNIFORME T. (P-00000000000000000000)
5	1	EA	UNIFORME (P-00000000000000000000)
6	1	EA	UNIFORME (P-00000000000000000000)
7	1	EA	UNIFORME (P-00000000000000000000)
8	1	EA	UNIFORME (P-00000000000000000000)
9	1	EA	UNIFORME (P-00000000000000000000)
10	1	EA	UNIFORME (P-00000000000000000000)
11	1	EA	UNIFORME (P-00000000000000000000)
12	1	EA	UNIFORME (P-00000000000000000000)
13	1	EA	UNIFORME (P-00000000000000000000)
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43	1	EA	UNIFORME (P-00000000000000000000)
44	1	EA	UNIFORME (P-00000000000000000000)
45	1	EA	UNIFORME (P-00000000000000000000)



MAY-24-00 08:55 PM
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7-007 F-05/24 F-055
F-052

Agreement, Inventory, General, 1/4
April 24, 2000
Page 1 of 12

LINE	QTY	POSITION	DESCRIPTION
10	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
11	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
12	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
13	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
14	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
15	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
16	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
17	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
18	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)
19	1	NIP	INDUSTRIAL COLLATOR SUB-12 CONVEYOR (AND PERCUSSIVE MODEL GC-3, 8M)

2

MAY-24-00 08:55am FROM

1-667 P 07/08 P-056