FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET

01-18-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 1-17-01

Tab settings ⇒ ⇒ ⇒ ▼

101586182

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

1. Name of conveying party(ies):
TRI VALLEY GROWERS, AS A DEBTOR UNDER THE BANKRUPTCY CODE
12667 Alcosta Boulevard
San Ramon, CA 94583

☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
■ Corporation-State **California**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐Yes ■No

2. Name and address of receiving party(ies)
Name: **BANK OF AMERICA, N.A., AS AGENT**
Internal Address:
Street Address: **55 South Lake Avenue, 9th Floor**
City: **Pasadena** State: **California** ZIP: **91101**

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
■ Corporation-State **Delaware**
☐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 name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
■ **Security Agreement** ☐ Change of Name
☐ Other _____

Execution Date: **July 13, 2000**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Tri-Valley (Reg. No. 2,192,965)

Additional numbers attached? ■ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 110

7. Total fee (37 CFR 3.41) ..... $ 2765.00

☑ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

01/18/2001 DNGUYEN 00000211 2192965
01 FC:481 40.00 OP
02 FC:482 2725.00 OP

DO NOT USE THIS SPACE

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.

MR. SIGI HINOJOSA
Name of Person Signing

Signature

January 11, 2001
Date

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

1-17-01

Schedule A

TRADEMARKS

Trademark	Reg. No.	Reg. Date
TRI-VALLEY	2,192,965	10-6-98
S&W CHILI MAKIN'S	2,022,953	12-17-96
TUTTOROSSO <ALL RED>	1,968,127	4-16-96
TOWN & COUNTRY	1,933,101	11-7-95
TOMATO GARDEN	1,973,451	5-7-96
OBERTI	1,992,358	8-13-96
S&W	1,967,653	4-16-96
S&W PXEXEXE TXEXEXEX (AND DESIGN)	2,138,087	2-24-98
S&W (AND DESIGN)	1,967,649	4-16-96
GLORIETTA	1,851,595	8-30-94
SIMPLY WONDERFUL!	1,989,388	7-30-96
COMO <LIKE, CHEST>	1,830,454	4-12-94
S&W (AND DESIGN)	1,956,708	2-13-96
S&W (AND DESIGN)	1,943,101	12-19-95
SACRAMENTO	2,000,160	9-10-96
SACRAMENTO	1,843,114	7-5-94
S&W (AND DESIGN)	1,810,987	12-14-93
NUTBOWL	1,828,968	3-29-94
IL CLASSICO <THE CLASSIC>	1,816,052	1-11-94
TRI-VALLEY FRUIT-4-PAK (AND DESIGN)	1,799,509	10-19-93
PIK-NIK S&W OVEN BAKED BREAD SNACKS SNACKING CROUTONS (AND DESIGN)	1,755,583	3-2-93
GARDEN VALLEY	1,744,685	1-5-93
CONTENTO <CONTENT, HAPPY OR SATISFIED>	1,733,340	11-17-92
READY-CUT	1,767,553	4-27-93

Trademark	Reg. No.	Reg. Date
SUN-VISTA	1,696,301	6-23-92
VINTAGE LITES	1,729,612	11-3-92
COMO <LIKE AND CHEST>	1,614,085	9-18-90
RED PACK	1,456,695	9-8-87
RANCHO	1,454,515	8-25-87
GARDEN BASKET	1,445,404	6-30-87
NATURE'S ORCHARD	1,403,320	7-29-86
TERESA SUPREME	1,391,733	4-29-86
CHEF'S WOOD	1,360,041	9-17-85
S&W (STYLIZED LETTERS)	1,302,906	10-30-84
S&W NATURAL LITE	1,270,113	3-13-84
S&W LITE (STYLIZED LETTERS)	1,270,112	3-13-84
NUTRADIET	1,259,014	11-29-83
READY-CUT (STYLIZED LETTERS)	1,275,620	4-24-84
BOSS BEAN	1,265,169	1-24-84
BURBANK	1,272,944	4-3-84
BROWN CROCK	1,285,408	7-10-84
SUPREMO <SUPREME>	1,225,231	1-25-83
TRI/VALLEY (STYLIZED LETTERS)	1,201,317	7-13-82
S&W SPRING	1,166,718	8-25-81
DREW	1,093,907	6-20-78
VILLA D'ORO <GOLDEN VILLA>	1,017,062	7-29-75
TENDERFUL (STYLIZED LETTERS)	866,931	3-18-69
PEACHES JUBILEE	849,127	5-14-68
CORINA (AND DESIGN)	840,581	12-12-67
JUBILEE	836,401	10-3-67
CABLE CAR	834,850	9-5-67
CARNIVAL TIME	835,190	9-12-67

Trademark	Reg. No.	Reg. Date
COCK O' THE WALK (AND DESIGN)	818,381	11-8-66
CALORIE CUTTER (STYLIZED LETTERS)	816,403	10-4-66
QUALITY INN (STYLIZED LETTERS)	812,654	8-9-66
DELPHIA	799,978	12-7-65
DIET DELIGHT (STYLIZED LETTERS)	789,398	5-11-65
IL MIGLIORE <THE BEST> (AND DESIGN)	802,463	1-18-66
GRAPES JUBILEE (STYLIZED LETTERS)	769,659	5-12-64
SUNNY SMILES (STYLIZED LETTERS)	761,032	12-3-63
REDWOOD INN	753,813	7-30-63
PIC'T RIPE	749,257	5-7-63
CALASIA	742,461	12-18-62
F&P (AND DESIGN)	741,092	11-20-62
BLUE SKY (STYLIZED LETTERS)	736,879	8-28-62
VERONA	707,879	11-29-60
KOBEY'S	720,417	8-22-61
TUTTOROSSO <ALL RED>	710,028	1-17-61
ALLRED	710,027	1-17-61
PUNCH	664,138	7-8-58
TERESA (STYLIZED LETTERS)	646,882	6-11-57
COCK O' THE WALK	634,449	9-11-56
LIDO (STYLIZED LETTERS)	625,547	4-17-56
DIET DELIGHT (STYLIZED LETTERS)	616,308	11-15-55
FROM THE HEART OF CALIFORNIA SACRAMENTO (AND DESIGN)	608,071	6-28-55
DESIGN ONLY	608,069	6-28-55
DEMAND (STYLIZED LETTERS)	606,802	5-31-55
TASTE SEALED (AND DESIGN)	606,800	5-31-55
THREE STAR (STYLIZED LETTERS)	602,206	2-15-55
RICH FLAVOR (STYLIZED LETTERS)	603,159	3-8-55

Trademark	Reg. No.	Reg. Date
ELWOOD	584,882	1-19-54
FULL BLOOM (STYLIZED LETTERS)	559,887	6-10-52
INSTANT-MADE (BLOCKED LETTERS)	588,867	4-20-54
RICH GIFT (STYLIZED LETTERS)	546,117	7-31-51
DIET GIFT (STYLIZED LETTERS)	554,928	2-19-52
OBERTI (STYLIZED LETTERS)	532,458	10-24-50
MADERA (STYLIZED LETTERS)	532,457	10-24-50
BURBANK (STYLIZED LETTERS)	527,525	7-11-50
JUICIDRINK	528,661	8-8-50
YOSEMITE (STYLIZED LETTERS)	501,119	7-20-48
AETNA (STYLIZED LETTERS)	507,651	3-15-49
WONDER COOKING	560,696	7-1-52
FIRENZE <FLORENCE>	507,853	3-22-49
BEACON HILL	390,647	9-30-41
S AND W (STYLIZED LETTERS)	338,457	9-8-36
MISSION PEAK	321,772	2-12-35
OLD MILL (STYLIZED LETTERS)	336,253	6-30-36
PALMDALE (STYLIZED LETTERS)	297,242	9-6-32
MISS CALIFORNIA (STYLIZED LETTERS)	236,685	12-20-27
NUTRADIET (STYLIZED LETTERS)	185,225	6-10-24
BAK = A = SPECIAL (AND DESIGN)	177,234	12-11-23
WORTHMORE(STYLIZED LETTERS)	170,655	7-17-23
TASTE O' THE WEST (AND DESIGN)	163,556	1-23-23
ROYAL CHEF	142,245	5-10-21
REDPACK BRAND (STYLIZED LETTERS)	135,803	10-19-20

PENDING

Trademark	Serial Number	Date Filed

FRUIT TWISTERS	75-482,156	5-8-98
S&W FRUIT TWISTERS	75-482,106	5-8-98
DESIGN ONLY	75-444,898	3-5-98
CRISPO'S	75-433,761	2-13-98
TRI*VALLEY AMERICA'S FINEST GROWERS (AND DESIGN)	75-195,545	11-12-96

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), dated as of July 13, 2000, is entered into between **TRI VALLEY GROWERS**, a California nonprofit agricultural cooperative association, as a debtor under Chapter 11 of the Bankruptcy Code ("Debtor") and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as Agent (as defined below) in light of the following:

A. Debtor is, contemporaneously herewith, entering into that certain Loan and Security Agreement (Debtor in Possession) ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents") among the Debtor, various financial institutions now or in the future parties thereto (the "Lenders") and Bank of America, N.A., as agent on behalf of itself and the other Lenders (in such capacity, together with successors and assigns in such capacity, (the "Agent"));

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Agent, for the benefit of the Lenders.

NOW, THEREFORE, in consideration of the mutual premises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and unpatented inventions and applications for patents which are presently, or in the future may be owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including

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license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and applications for patents listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's right, title, and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of such patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Agent for past, present, and future infringements of such patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Agent for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

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(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Event of Default" means any "Event of Default" as defined in the Loan Agreement.

"Obligations" means all obligations, liabilities, and indebtedness of Debtor to Agent or the Lenders, whether direct, indirect, liquidated, or contingent, that arise under this Agreement, the Loan Agreement, or any other of the Loan Documents, including all costs and expenses described in Section 10.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Agent a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

3.1 Trademarks; Service Marks; Patents; Copyrights.

(i) A true and complete schedule setting forth all United States (federal and state) and foreign trademark and service mark registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all United States and foreign patents and applications for patents owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B;

(iii) A true and complete schedule setting forth all United States and foreign copyright registrations owned or controlled by Debtor or licensed to Debtor,

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together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C;

3.2 Validity; Enforceability. Each of the patents, service marks trademarks, and copyrights designated on Schedules A, B, or C is valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of such patents, service marks, trademarks, or copyrights is invalid or unenforceable, or that the use of any such patents, service marks, trademarks, or copyrights violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, applications for patents, service marks, service mark registrations, trademarks, trademark registrations, and copyrights, and copyright registrations designated on Schedules A or B, or C free and clear of any liens (except for (i) Liens in the Collateral in favor of the Existing Revolving Agent under the Existing Revolving Credit Documents; and (ii) Liens in the patents that directly relate to or are in the operation or maintenance of or in connection with the Equipment or Real Estate of Debtor, in favor of the Term Debt Collateral Agent), charges, and encumbrances, including pledges, assignments, licenses (except as set forth on Schedules A, B, or C), shop rights, and covenants by Debtor not to sue third persons;

3.4 Notice. Debtor has used and will continue to use proper statutory notice in connection with its use of each of its patents, service marks, trademarks and copyrights;

3.5 Quality. Debtor has used and will continue to use consistent standards of high quality in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of such service marks and trademarks.

4. AFTER-ACQUIRED PATENTS, SERVICE MARKS, TRADEMARK RIGHTS, COPYRIGHTS.

If Debtor shall obtain rights to any new copyrights, service marks, trademarks, any new patentable inventions, or becomes entitled to the benefit of any patent application, or patent for any reissue, division, or continuation of any patent, then: (a) the provisions of this Agreement shall automatically apply thereto; (b) Debtor shall give notice in writing to Agent with respect thereto at least quarterly (concurrently with delivery to Agent of the quarterly financial statements required under the Loan Agreement) and shall at such time provide Agent with an amended Schedule A, Schedule B, or Schedule C, as the case may be; (c) Agent is hereby authorized to have an amendment to this Agreement recorded at the United States Patent and Trademark Office or the United States Copyright Office to reflect Agent's security interest in such new copyrights, service marks, trademarks, or patents; and (d) all representations, warranties, and covenants of Debtor hereunder shall be deemed to be remade and restated with respect to all then existing Collateral. Debtor shall bear any expenses incurred in connection with future copyright, service mark or trademark registrations or patent applications.

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5. LITIGATION AND PROCEEDINGS.

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership or use of any of the copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

6. POWER OF ATTORNEY.

Debtor grants Agent power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time in Agent's discretion following an Event of Default, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Debtor grants to Agent and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. SPECIFIC REMEDIES.

During the existence of any Event of Default, Agent shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following the right to notify licensees to make royalty payments on license agreements directly to Agent.

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9. GOVERNING LAW.

This Agreement shall be deemed to have been made in the State of California and shall be governed by and interpreted in accordance with the laws of such state, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

9.1 Consent to Jurisdiction and Venue; Service of Process. The Debtor agrees that, in addition to any other courts that may have jurisdiction under applicable laws, any action or proceeding to enforce or arising out of this Agreement or any of the other Loan Documents may be commenced in the Bankruptcy Court (to the extent that such court retains jurisdiction of such action or proceeding) or (if the Bankruptcy Court does not retain jurisdiction of such action or proceeding) in the courts of the State of California or of the United States for the Northern District of California, and the Debtor consents and submits in advance to such jurisdiction and agrees that venue will be proper in such courts on any such matter. The Debtor hereby waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to the Debtor. Should the Debtor fail to appear or answer any summons, complaint, process, or papers so served within 30 days after the mailing or other service thereof, it shall be deemed in default and an order or judgment may be entered against it as demanded or prayed for in such summons, complaint, process, or papers. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Agreement to enforce the same, in any appropriate jurisdiction.

9.2 WAIVER OF JURY TRIAL. THE DEBTOR HEREBY WAIVES TRIAL BY JURY, RIGHTS OF SETOFF, AND THE RIGHT TO IMPOSE COUNTERCLAIMS IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO OR THERETO, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING, BETWEEN THE DEBTOR AND AGENT. THE DEBTOR CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

9.3 Intentionally Omitted.

10. GENERAL PROVISIONS.

10.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtor and Agent.

10.2 Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and assigns of the parties hereto; provided, however, that no interest herein may be assigned by the Debtor without the prior written consent of Agent. The rights and benefits of Agent hereunder shall, if Agent so agrees, inure to any of its successors and assigns.

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10.3 Cumulative Remedies; No Prior Recourse to Collateral. The enumeration herein of Agent's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Lender may have under the UCC or other applicable law. Agent shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative. Agent may, without limitation, proceed directly against the Debtor to collect the Obligations without any prior recourse to the Collateral.

10.4 No Implied Waivers. No act, failure, or delay by Agent shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Agent of any provision of this Agreement or any other Loan Document, or of breach or default hereunder or thereunder, or of any right or remedy which Agent may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Agent shall affect its rights to require strict performance of this Agreement.

10.5 Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

10.6 Ambiguities. To the extent permitted by applicable law, neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against either Debtor or Agent, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of Debtor, Agent and their respective counsel. To the extent permitted by applicable law, in case of any ambiguity or uncertainty, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used to accomplish fairly the purposes and intentions of all parties hereto.

10.7 Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

10.8 Fees and Expenses. All costs and expenses that Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including, without limitation any taxes, fees and other charges for recording this Agreement and any amendments hereof with the United States Patent and Trademark Office, the United States Copyright Office, or any other relevant filing office, filing financing statements and continuations, and other actions to perfect, protect, and continue the security interest granted hereunder, shall be paid in accordance with the terms of Section 15.7 of the Loan Agreement.

10.9 Modification. This Agreement is intended by the Debtor and Agent to be the final, complete, and exclusive expression of the agreement between them. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no oral agreements between the parties. No modification, rescission,

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waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Debtor and a duly authorized officer of Agent.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, and by Agent and the Debtor in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

10.11 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing, shall be delivered pursuant to Section 15.8 of the Loan Agreement.

10.12 Termination By Agent. After termination of the Loan Agreement and when Agent has received payment and performance, in full, of all Obligations, Agent shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

10.13 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

BANK OF AMERICA, N.A.,
as Agent

By: _____
Ttle: Vice President

TRI VALLEY GROWERS

By: _____
Ttle: President & CEO

By: _____
Ttle: Vice President of Finance

TRADEMARK
REEL: 002216 FRAME: 0669

Schedule A

TRADEMARKS

Trademark	Reg. No.	Reg. Date
TRI-VALLEY	2,192,965	10-6-98
S&W CHILI MAKIN'S	2,022,953	12-17-96
TUTTOROSSO <ALL RED>	1,968,127	4-16-96
TOWN & COUNTRY	1,933,101	11-7-95
TOMATO GARDEN	1,973,451	5-7-96
OBERTI	1,992,358	8-13-96
S&W	1,967,653	4-16-96
S&W PXEXEXE TXEXEXEX (AND DESIGN)	2,138,087	2-24-98
S&W (AND DESIGN)	1,967,649	4-16-96
GLORIETTA	1,851,595	8-30-94
SIMPLY WONDERFUL!	1,989,388	7-30-96
COMO <LIKE, CHEST>	1,830,454	4-12-94
S&W (AND DESIGN)	1,956,708	2-13-96
S&W (AND DESIGN)	1,943,101	12-19-95
SACRAMENTO	2,000,160	9-10-96
SACRAMENTO	1,843,114	7-5-94
S&W (AND DESIGN)	1,810,987	12-14-93
NUTBOWL	1,828,968	3-29-94
IL CLASSICO <THE CLASSIC>	1,816,052	1-11-94
TRI-VALLEY FRUIT-4-PAK (AND DESIGN)	1,799,509	10-19-93
PIK-NIK S&W OVEN BAKED BREAD SNACKS SNACKING CROUTONS (AND DESIGN)	1,755,583	3-2-93
GARDEN VALLEY	1,744,685	1-5-93
CONTENTO <CONTENT, HAPPY OR SATISFIED>	1,733,340	11-17-92
READY-CUT	1,767,553	4-27-93

Trademark	Reg. No.	Reg. Date
SUN-VISTA	1,696,301	6-23-92
VINTAGE LITES	1,729,612	11-3-92
COMO <LIKE AND CHEST>	1,614,085	9-18-90
RED PACK	1,456,695	9-8-87
RANCHO	1,454,515	8-25-87
GARDEN BASKET	1,445,404	6-30-87
NATURE'S ORCHARD	1,403,320	7-29-86
TERESA SUPREME	1,391,733	4-29-86
CHEF'S WOOD	1,360,041	9-17-85
S&W (STYLIZED LETTERS)	1,302,906	10-30-84
S&W NATURAL LITE	1,270,113	3-13-84
S&W LITE (STYLIZED LETTERS)	1,270,112	3-13-84
NUTRADIET	1,259,014	11-29-83
READY-CUT (STYLIZED LETTERS)	1,275,620	4-24-84
BOSS BEAN	1,265,169	1-24-84
BURBANK	1,272,944	4-3-84
BROWN CROCK	1,285,408	7-10-84
SUPREMO <SUPREME>	1,225,231	1-25-83
TRI/VALLEY (STYLIZED LETTERS)	1,201,317	7-13-82
S&W SPRING	1,166,718	8-25-81
DREW	1,093,907	6-20-78
VILLA D'ORO <GOLDEN VILLA>	1,017,062	7-29-75
TENDERFUL (STYLIZED LETTERS)	866,931	3-18-69
PEACHES JUBILEE	849,127	5-14-68
CORINA (AND DESIGN)	840,581	12-12-67
JUBILEE	836,401	10-3-67
CABLE CAR	834,850	9-5-67
CARNIVAL TIME	835,190	9-12-67

Trademark	Reg. No.	Reg. Date
COCK O' THE WALK (AND DESIGN)	818,381	11-8-66
CALORIE CUTTER (STYLIZED LETTERS)	816,403	10-4-66
QUALITY INN (STYLIZED LETTERS)	812,654	8-9-66
DELPHIA	799,978	12-7-65
DIET DELIGHT (STYLIZED LETTERS)	789,398	5-11-65
IL MIGLIORE <THE BEST> (AND DESIGN)	802,463	1-18-66
GRAPES JUBILEE (STYLIZED LETTERS)	769,659	5-12-64
SUNNY SMILES (STYLIZED LETTERS)	761,032	12-3-63
REDWOOD INN	753,813	7-30-63
PIC'T RIPE	749,257	5-7-63
CALASIA	742,461	12-18-62
F&P (AND DESIGN)	741,092	11-20-62
BLUE SKY (STYLIZED LETTERS)	736,879	8-28-62
VERONA	707,879	11-29-60
KOBEY'S	720,417	8-22-61
TUTTOROSSO <ALL RED>	710,028	1-17-61
ALLRED	710,027	1-17-61
PUNCH	664,138	7-8-58
TERESA (STYLIZED LETTERS)	646,882	6-11-57
COCK O' THE WALK	634,449	9-11-56
LIDO (STYLIZED LETTERS)	625,547	4-17-56
DIET DELIGHT (STYLIZED LETTERS)	616,308	11-15-55
FROM THE HEART OF CALIFORNIA SACRAMENTO (AND DESIGN)	608,071	6-28-55
DESIGN ONLY	608,069	6-28-55
DEMAND (STYLIZED LETTERS)	606,802	5-31-55
TASTE SEALED (AND DESIGN)	606,800	5-31-55
THREE STAR (STYLIZED LETTERS)	602,206	2-15-55
RICH FLAVOR (STYLIZED LETTERS)	603,159	3-8-55

Trademark	Reg. No.	Reg. Date
ELWOOD	584,882	1-19-54
FULL BLOOM (STYLIZED LETTERS)	559,887	6-10-52
INSTANT-MADE (BLOCKED LETTERS)	588,867	4-20-54
RICH GIFT (STYLIZED LETTERS)	546,117	7-31-51
DIET GIFT (STYLIZED LETTERS)	554,928	2-19-52
OBERTI (STYLIZED LETTERS)	532,458	10-24-50
MADERA (STYLIZED LETTERS)	532,457	10-24-50
BURBANK (STYLIZED LETTERS)	527,525	7-11-50
JUICIDRINK	528,661	8-8-50
YOSEMITE (STYLIZED LETTERS)	501,119	7-20-48
AETNA (STYLIZED LETTERS)	507,651	3-15-49
WONDER COOKING	560,696	7-1-52
FIRENZE <FLORENCE>	507,853	3-22-49
BEACON HILL	390,647	9-30-41
S AND W (STYLIZED LETTERS)	338,457	9-8-36
MISSION PEAK	321,772	2-12-35
OLD MILL (STYLIZED LETTERS)	336,253	6-30-36
PALMDALE (STYLIZED LETTERS)	297,242	9-6-32
MISS CALIFORNIA (STYLIZED LETTERS)	236,685	12-20-27
NUTRADIET (STYLIZED LETTERS)	185,225	6-10-24
BAK = A = SPECIAL (AND DESIGN)	177,234	12-11-23
WORTHMORE(STYLIZED LETTERS)	170,655	7-17-23
TASTE O' THE WEST (AND DESIGN)	163,556	1-23-23
ROYAL CHEF	142,245	5-10-21
REDPACK BRAND (STYLIZED LETTERS)	135,803	10-19-20

PENDING

Trademark	Serial Number	Date Filed

FRUIT TWISTERS	75-482,156	5-8-98
S&W FRUIT TWISTERS	75-482,106	5-8-98
DESIGN ONLY	75-444,898	3-5-98
CRISPO'S	75-433,761	2-13-98
TRI*VALLEY AMERICA'S FINEST GROWERS (AND DESIGN)	75-195,545	11-12-96

Schedule B

PATENTS

Patents Description	Reg. No.	Issue Date
None		

PENDING

Patent Description	Serial Number	Date Filed
None		

RECORDED: 01/17/2001

TRADEMARK
REEL: 002216 FRAME: 0675