

05-08-2001



101706438

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

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



4-24-01

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

04-24-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #10

TO: The Commissioner of Patents and Trademarks: Please record the attached original doc.

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

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

**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**

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 Assignment.)

**FOR OFFICE USE ONLY**

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: 002288 FRAME: 0971

LP

**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="76036644"/>	<input type="text" value="75656360"/>	<input type="text" value="75903129"/>
<input type="text" value="75656358"/>	<input type="text" value="75659803"/>	<input type="text" value="75656359"/>
<input type="text" value="75598035"/>	<input type="text" value="75825605"/>	<input type="text" value="75942856"/>

<input type="text" value="2089042"/>	<input type="text" value="2154356"/>	<input type="text" value="2089043"/>
<input type="text" value="2143787"/>	<input type="text" value="2176191"/>	<input type="text"/>
<input type="text" value="2191987"/>	<input type="text" value="2154379"/>	<input type="text"/>

**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.

Vivian L. Polak

Name of Person Signing

Signature

4/24/2001

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

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

**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

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Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s)**

**Registration Number(s)**

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<input type="text" value="75398182"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

11-17-2000

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



101520149

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

### 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 11-10-00
- Resubmission (Non-Recordation)  
Document ID #
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**TRADEMARK**  
**REEL: 002288 FRAME: 0974**

**Domestic Representative Name and Address**

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

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Address (line 4)

**Pages**

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Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="1050564"/>	<input type="text" value="25202000"/>	<input type="text" value="1549690"/>	<input type="text" value="766072"/>	<input type="text" value="39715761.4"/>	<input type="text" value="2089042"/>
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**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.)

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Authorization to charge additional fees: Yes  No

**Statement and Signature**

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Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
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Enter Additional Conveying Party

Execution Date  
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Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

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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

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**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75656358"/>	<input type="text" value="1049057"/>	<input type="text" value="25222000"/>
<input type="text" value="1550011"/>	<input type="text" value="75659803"/>	<input type="text" value="75825605"/>
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 31, 2000, is made by CLIF BAR INC., a California corporation (the "Pledgor"), in favor of GREATER BAY CORPORATE FINANCE, a Division of Cupertino National Bank, as the agent and arranger (the "Secured Party").

WHEREAS, the Pledgor now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof), including without limitation the Trademarks listed on Annex "1" annexed hereto as such Annex "1" may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, the Pledgor has entered into that certain Loan and Security Agreement dated as of October 31, 2000 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") by and among the Pledgor as Borrower, the financial institutions party thereto from time to time as Lenders, and Secured Party as Agent, and each capitalized term used herein which is not otherwise defined herein shall have the meaning ascribed to it in the Loan Agreement; and

WHEREAS, in connection with the Loan Agreement the Pledgor has granted to the Secured Party for the benefit of the Lenders a security interest in certain personal property of the Pledgor, including without limitation all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including without limitation those Trademark licenses listed on Annex "2" hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including without limitation any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, all to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Secured Party for the benefit of the Lenders, as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following

items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Annex "1" annexed hereto;
- (ii) each Trademark license, including without limitation each Trademark license referred to in Annex "2" annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income of any kind from, any of the foregoing, including without limitation any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgor agrees to deliver updated copies of Annex "1" and Annex "2" to the Secured Party at the end of any calendar quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Annex "1" hereto or enters into any Trademark license not listed on Annex "2" hereto, and duly and promptly to execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Secured Party), and promptly perform, or cause to be promptly performed, any and all acts, in all cases as may be necessary, proper or advisable from time to time in the reasonable judgment of the Secured Party, to carry out the provisions and purposes of Article V of the Loan Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of the Lenders under the Loan Agreement, this Trademark Security Agreement and the other Loan Documents in the Trademark Collateral (or any portion thereof).

The Pledgor agrees that if any Person shall do or perform any acts which the Secured Party or any of the Lenders reasonably believe constitute an infringement of any Trademark that is material to the Pledgor's business, or violate or infringe any right of the Pledgor or the Secured Party therein, or if any Person shall do or perform any acts which the Secured Party or any of the Lenders reasonably believe constitute an unauthorized or unlawful use thereof, then and in any such event the Secured Party for the benefit of the Lenders may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as the Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable, or necessary or proper for the full protection of the rights of the parties. The Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Secured Party hereby agrees to give the Pledgor prior notice of any steps taken, or any suits or proceedings instituted, by the Secured Party pursuant to this paragraph.



This security interest is granted in conjunction with the security interests granted to the Secured Party for the benefit of the Lenders pursuant to the Loan Agreement. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations under the Loan Agreement shall have been indefeasibly repaid in full and all commitments thereunder of the Lenders shall have terminated, the Secured Party on behalf of the Lenders shall execute and deliver to the Pledgor, at the Pledgor's expense and without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Secured Party in the Trademark Collateral, subject to any disposition thereof which may have been made by the Secured Party or any of the Lenders pursuant to the terms hereof or of the Loan Agreement. In the event that the Secured Party has disposed of any Trademark Collateral following an Event of Default but prior to the time that all of the Obligations under the Loan Agreement have been indefeasibly repaid in full, the Secured Party shall promptly provide notice to the Pledgor describing such disposition.

The Secured Party and the Lenders agree that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and the Secured Party gives written notice to the Pledgor of its intention to enforce its rights against any of the Trademark Collateral. So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Loan Agreement and the other Loan Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

[Remainder of Page Intentionally Left Blank; Signature and Notarization Pages Follow]

**EXCEPT TO THE EXTENT THAT IT IS EXPRESSLY GOVERNED BY FEDERAL LAW, THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.**

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date of the Loan Agreement by its officer thereunto duly authorized.

THE PLEDGOR:

CLIF BAR INC.,  
a California corporation,

By: \_\_\_\_\_ 

Print Name: \_\_\_\_\_ GARY ERICKSON

Title: \_\_\_\_\_ CEO

[ Attach Notary Acknowledgement ]

Annex 1  
to  
Trademark Security Agreement

TRADEMARKS

CONFIDENTIAL  
TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	CLASS(S)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	JTC REF. COUNTRY
CLIF	30	AU	766072 06/29/98	766072 02/12/99	Registered Next Renewal Due : 06/29/08	017119-000700AU PH (ELP)
CLIF		CA	050564 03/13/00		Pending Intent to Use	017119-000700CA EMG (ELP)
CLIF	30	CH	2320/2000 03/03/00		Pending Intent to Use Response Due : 10/23/00	017119-000700CH EMG (ELP)
CLIF	30	CZ	03/07/00		Abandoned	017119-000700CZ EMG (ELP)
CLIF	30	DE		39715761.4	Registered Next Renewal Due : 04/30/07	017119-000700DE (ELP)
CLIF	29 30	EM	15/0690 03/01/00		Pending Intent to Use	017119-000700EM EMG (ELP)
CLIF	030;	US	75121959 06/19/96	2089042 08/19/97	Registered AGDAVR of Use Due : 08/19/02 End Sec.8 due 08/19/03	017119-000700US TJA (ELP)
CLIF BAR & DESIGN	030;	US	74486088 02/03/94	2143787 03/17/98	Registered AGDAVR of Use Due : 03/17/03 End Sec.8 due 03/17/04	017119-000900US TJA (ELP)
CLIF BAR & Design	30	AU			Abandoned	017119-000900AU LOY (ELP)
CLIF BAR & Design		CA	1050365 03/13/00		Pending Intent to Use	017119-000900CA EMG (ELP)
CLIF BAR & Design	30	CH	2321/2000 03/03/00		Pending Response Due : 10/23/00	017119-000900CH EMG (ELP)
CLIF BAR & Design	30	CZ			Abandoned	017119-000900CZ EMG (ELP)
CLIF BAR & Design	29 30	EM	1505033 03/21/00		Pending Intent to Use	017119-000900EM EMG (ELP)
CLIF KICKS	030;	US	75223201 01/18/97		Abandoned	017119-001200US (ELP)
IT'S A GRL. THING	030;	US	76036644 04/27/00		Pending	017119-001900US MCM (ELP)
IT'S YOUR BODY YOU DECIDE.	029; 030;	US	75276889 04/17/97	2191987 09/29/98	Registered AGDAVR of Use Due : 09/29/03 End Sec.8 due 09/29/04	017119-001400US TJA (ELP)
KICKS BAR	030;	US	75298182 10/30/97		Abandoned	017119-001700US (ELP)
LEMONZEST	030;	US	753656358 03/08/99		Pending	017119-002800US (ELP)
LUNA & Design		CA	1049057 03/03/00		Pending	017119-003000CA EMG (ELP)
LUNA & Design	29 30	CH	2322/2000 03/03/00		Pending	017119-003000CH EMG (ELP)

CONFIDENTIAL  
TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
LUNA & Design	29 30	CZ			Abandoned	017119-003060CZ
LUNA & Design	29 30	BM	1350011 03/01/00		Pending	BMG (ELP)
LUNA & DESIGN	029; 030;	US	75/659803 03/15/99		Pending *	BMG (ELP)
NUTRITION FOR SUSTAINED ENERGY	030;	US	75/825605 10/18/99		Pending	017119-003060US (ELP)
NUTRITION FOR SUSTAINED ENERGY & DESIGN	030;	US	75/903129 01/25/00		Response Due (ext. to 10/13/00); Response Due (ext. to 02/23/01);	JAH (ELP)
NUTZ OVER CHOCOLATE SOLE	030;	US	75/656359 03/08/99		Pending	017119-002700US (ELP)
THE NATURAL ENERGY BAR	030;	US	75/942356 03/13/00	2154356 04/28/98	Notice of allowance Due : 11/09/00 Response Due (ext. to 03/07/01); Registered	017119-003800US (ELP)
THE NATURAL ENERGY BURST	030;	US	75/209421 12/06/96	2176191 07/28/98	Registered Affidavit of Use Due : 07/28/03 End Sec.8 due 07/28/04	017119-001100US (ELP)
THE NATURAL ENERGY SNACK	030;	US	75/263805 03/20/97	2154379 04/28/98	Registered Affidavit of Use Due : 04/28/03 End Sec.8 due 04/28/04 SUPPLEMENTAL REGISTER	017119-001300US (ELP)
THE ORGANIC ENERGY SOURCE	030; 032;	US	75/393857 11/21/97		Abandoned	017119-001800US (ELP)
WHOLE NUTRITION BAR FOR WOMEN	030;	US	75/656360 03/08/99		Pending	017119-002900US (ELP)
YOU ARE ENERGY	030; 032;	US	75/988035 12/02/98		Pending Extension of time Due : 09/21/00 Statement of Use Due : 09/21/00	017119-002400US (ELP)
SHOT	030	US	75/21961 6/19/96	8089043 8/19/97	Registered	017119-000800US (ELP)

\* Possible opposition by SmithKline/Beecham Re "Alluna" herbal supplements - filing deadline 11/6/00

Annex 2  
to  
Trademark Security Agreement

TRADEMARK LICENSES

STATE OF CALIFORNIA )

County of Alameda )

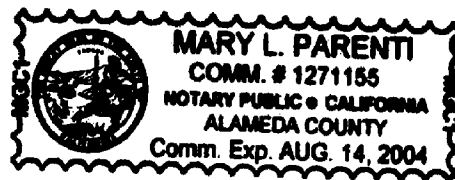
On November 1, 2000, before me, Mary L. Parenti, a Notary Public in and for said State, personally appeared, Gary Erickson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and Official Seal.

(Seal)

*Mary L. Parenti*

Notary Signature



000010.0001\534979.1

TRADEMARK

RECORDED: 04/24/2001

REEL: 002288 FRAME: 0985