

5-30-01

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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MAY 30 2001

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

1. Name of Conveying Part(ies):
Great Harvest Franchising, Inc.
a Montana corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____

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

2. Name and address of receiving party(ies):

Name: Northwest Farm Credit Services, PC/
Internal Address: _____

Street Address: 1700 South Assembly Street

City: Spokane State: WA Zip: 99224-2121

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
N/A

(Designations must be a separate document from Assignments)
 Additional names(s) & address(es) attached: Yes No
N/A

3. Nature of conveyance:

Assignment Security Agreement
 Merger Change of Name
 Other _____

Execution Date: May 30, 2001

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

A. Trademark Application No.(s):
76/164,014
76/164,015
76/164,016

Additional numbers attached: Yes No
 (See attached copy of Schedule B to Security Agreement)

B. Trademark Registration No.(s)
1,204,748
1,518,173
1,861,078

Additional numbers attached: Yes No
 (See attached copy of Schedule B to Security Agreement)

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

Name: Mark W. Hendricksen

Internal Address: _____

Wells, St. John, Roberts, Gregory & Matkin, P.S.

Street Address: 601 West First Avenue

Suite 1300

City: Spokane State: WA Zip: 99201

6. Total number of applications and registrations involved. 19

7. Total fee (37 CFR 3.41). \$ 490.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
23-0925

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

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.

Mark W. Hendricksen
 Name of Person Signing

Mark W. Hendricksen
 Signature

5/30/01
 Date

..... TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 21

**SCHEDULE B TO
SECURITY AGREEMENT AND
LICENSE OF INTELLECTUAL PROPERTY**

**GREAT HARVEST
UNITED STATES TRADEMARKS**

<u>Trademark Registration/ Application No.</u>	<u>Name of Trademark</u>	<u>Listed Owner</u>	<u>Description of Goods or Services</u>	<u>Design? (note design)</u>	<u>Abandoned or Active</u>
S/N 76/164,014	(Design only)	Great Harvest Franchising, Inc. Dillon, MT	Bread	yes (Windmill and "squiggle")	Active
S/N 76/164,015	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Restaurant services	yes (Windmill on hill w/words Great Harvest Bread Co.)	Active
S/N 76/164,016	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Restaurant services	no	Active
Reg. 1,204,748	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Billings, MT	Bread, cookies and flour	yes ("seal" w/windmill and words Great Harvest on banner, Bread Co. at bottom)	Active

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 9
Great Harvest Franchising, Inc.; CIF/Note No. 43428-62f

**GREAT HARVEST
UNITED STATES TRADEMARKS**

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Reg. 1,861,078	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Bakery goods; Franchising services...; Retail bakery shop services	no	Active
Reg. 1,920,003	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Bakery goods; Franchising services...; Retail bakery shop services	yes (windmill w/words "Great Harvest" and "Bread Co." on banners)	Active
Reg. 1,978,762	Bread...Keep It Simple!	Great Harvest Franchising, Inc. Dillon, MT	Retail bakery shop services	no	Active

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 10
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

**GREAT HARVEST
UNITED STATES TRADEMARKS**

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Reg. 2,170,901	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Retail bakery shop services	yes (small windmill and words "Great Harvest Bread Co.")	Active
Reg. 2,170,921	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Clothing...; Jams and jellies; Raw wheat	no	Active
Reg. 2,176,229	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Clothing; Jams and jellies; Bakery goods; Raw wheat	yes (windmill on hill w/words "Great Harvest Bread Co.")	Active
Reg. 2,176,254	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Clothing; Jams and jellies; Bakery goods; Retail bakery shop services	yes (windmill on hill w/words "Great Harvest Bread Co.")	Active

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - II
Great Harvest Franchising, Inc.; CIF/Note No. 43425-821

**GREAT HARVEST
UNITED STATES TRADEMARKS**

<u>Trademark Registration/ Application No.</u>	<u>Name of Trademark</u>	<u>Listed Owner</u>	<u>Description of Goods or Services</u>	<u>Design? (note design)</u>	<u>Abandoned or Active</u>
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Reg. 2,345,071	Millers and Bakers of Great Plains Wheat	Great Harvest Franchising, Inc. Dillon, MT	Bakery goods; Retail bakery shops	no	Active
Reg. 2,373,671	Great Bread...Nice People!	Great Harvest Franchising, Inc. Dillon, MT	Retail bakery shop services	no	Active

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 12
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

**GREAT HARVEST
CANADA TRADEMARKS**

<u>Trademark Registration/ Application No.</u>	<u>Name of Trademark</u>	<u>Listed Owner</u>	<u>Description of Goods or Services</u>	<u>Design? (note design)</u>	<u>Abandoned or Active</u>
Reg. 742,046	Great Harvest Bread Co.	Great Harvest Franchising, Inc.	Bakery goods...; Operation and franchising of retail bakery shops	no	Active
Reg. 742,047	Great Harvest Bread Co. & design and words "Great Harvest" and "Bread Co.")	Great Harvest Franchising, Inc.	Bakery goods...; Operation and franchising of retail bakery shops	yes (Windmill w/banners)	Active
Reg. 845,680	Great Harvest Bread Co. & design	Great Harvest Franchising, Inc.	Bakery goods...; Wheat; jams and jellies; clothing...	yes (Windmill on hill w/words)	Active
Reg. 845,681	Great Harvest Bread Co. & design	Great Harvest Franchising, Inc.	Operation and franchising of retail bakery shops	no (stylized words only)	Active

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**Great Harvest Franchising, Inc.
CIF/Note No. 43428-821**



**SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

05-30-2001

U.S. Patent & TMOfo/TM Mail RoptDt. #73

THIS SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY ("Agreement") dated as of May 31, 2001, is by and between **GREAT HARVEST FRANCHISING, INC.**, a Montana corporation, whose principal place of business is at 28 South Montana Street, Dillon, Montana 59725 (hereinafter ("Debtor")), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is at 1700 South Assembly Street, Spokane, Washington 99224-2121, P.O. Box 2515, Spokane, Washington 99220-2515 (hereinafter "Lender").

WITNESSETH:

WHEREAS, Debtor and Lender have executed a certain General Business Security Agreement of even date herewith and other documents (hereinafter the "Security Agreement") which grant to lender a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles and intellectual property, including, but not limited to patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

WHEREAS, the Debtor and the Lender wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

A. Incorporation of Security Agreement. All of the terms and provisions of the Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

B. Grant of Security Interest in Intellectual and Intangible Property. Debtor hereby irrevocably grants a security interest to Lender all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual and Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Lender (the "Obligations") arising under the Term Note and Loan Agreement and Security Agreement:

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 1
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

**TRADEMARK
REEL: 002314 FRAME: 0037**

1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A and attached hereto (herein the "Patents"):

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity, including, without limitation, the licenses and agreements (if any) listed on Schedule D attached hereto (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code),

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 2
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

TRADEMARK
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wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

5. The goodwill of each of the Debtor's businesses connected with and/or symbolized by the business, the Trademarks (hereinafter "Goodwill").

6. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Great Harvest Franchising, Inc. (hereinafter "Great Harvest") or a Great Harvest bread company ("Bread Company"), including: all recipes and their related measurements; all bread making processes, techniques, skills, temperatures, and timing; all baking forms and systems; all details of Great Harvest bread making theory or practice, oven systems, ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Great Harvest, and equipment supplier lists; all details of Great Harvest's unique breadboard theories and practices and breadboard training rules; all details of Great Harvest's unique Bread Company management theories and practices, training methods, and Bread Company promotion training methods; all Bread Company management forms and systems and build-out specifications; all details of Great Harvest's location hunting theory or practice, location search kits and tapes, and tracking lists and tapes; all details of Great Harvest's unique franchising theories and practices; all secrets for achieving high gross sales in new Bread Companies; all proprietary newsletters, audio/visual training tapes, the Confidential Start-up Kit, and Confidential Book of Promises; the candidates list, all candidate information, and all proprietary internal personnel practices; and any other information or materials arising from Great Harvest related to the art of bread making, the operation of a Bread Company, the internal operation of Great Harvest Franchising, Inc., or the training and franchising of the Great Harvest system to Bread Company owners. Recipes includes all recipes of Debtor's business, including but not limited to those listed in Schedule E.

7. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Lender's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event of Default (as defined in the Security Agreement), Lender may sell, assign or convey any or all of the Intellectual and Intangible Property to any purchaser(s) who would require some or all of such Intellectual and Intangible Property as a condition to purchasing Debtor's business or any of the inventory, equipment and/or product lines of Debtor. Lender shall have no right to sell,

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 3
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

TRADEMARK
REEL: 002314 FRAME: 0039

assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and/or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Lender's other rights and interests herein, Debtor grants to lender an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Lender to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Section C above.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Lender regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition.

F. Termination of this Security Interest and License. The term of the security interest and license granted to Lender herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or
2. Full satisfaction of all of Debtor's Obligations to Lender, as set forth in the Security Agreement.

Upon payment in full of the Obligations, all remaining right, title and interest in and to Debtor's Intellectual and Intangible Property not conveyed pursuant to Section C herein shall automatically revert to Debtor, and Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Lender's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Lender during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Section C above or until the Obligations are satisfied in full, whichever first

occurs, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;
2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor now or hereafter until the Obligations shall have been paid in full;
3. Make application on all patentable inventions and on all Trademarks and Copyrights, as appropriate;
4. Preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s) and License(s); and
5. Promptly notify Lender in writing of any new Patent, Trademark, Copyright or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Lender's use thereof; nor shall lender have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any patentable invention or in any Trademark or Copyright without the prior written consent of Lender.

H. Lender's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Lender shall commence any such permitted suit, Debtor shall, at the request of the Lender, do all lawful acts and execute all proper documents required by Lender in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in exercise of its rights under this Agreement. In the event Lender incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Lender, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Lender to properly record or evidence this pledge and security interest with the appropriate governmental authority.

I. **Waivers.** No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. **Severability.** The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

K. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender.

L. **Cumulative Remedies.** All of Lender's rights and remedies with respect to the Intellectual and Intangible Property, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. **Beneficiaries.** This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Lender and its respective successors and assigns.

N. **Default Limited.** Wherever this Agreement provides that the Lender shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Lender in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Lender may exercise rights and remedies after, or whether

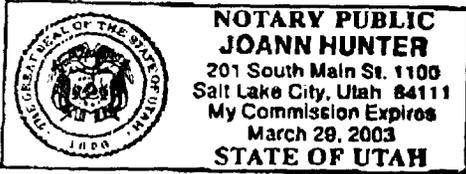
certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

GREAT HARVEST FRANCHISING, INC.

By: J. Michael Ferretti President
J. Michael Ferretti, President

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On this 30th day of May, 2001, before me personally appeared J. Michael Ferretti, known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.



Joann Hunter
Notary Public for the State of Utah
Residing at Salt Lake City, Utah
My commission expires 3/29/03

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 7
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

**SCHEDULE A TO
SECURITY AGREEMENT AND
LICENSE OF INTELLECTUAL PROPERTY**

None.

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 8
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

TRADEMARK
REEL: 002314 FRAME: 0044

**SCHEDULE B TO
SECURITY AGREEMENT AND
LICENSE OF INTELLECTUAL PROPERTY**

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 9
Great Harvest Franchising, Inc.; CIF/Note No. 43428-624

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**SCHEDULE C TO
SECURITY AGREEMENT AND
LICENSE OF INTELLECTUAL PROPERTY**

None.

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 14
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

TRADEMARK
REEL: 002314 FRAME: 0050

**SCHEDULE D TO
SECURITY AGREEMENT AND
LICENSE OF INTELLECTUAL PROPERTY**

None.

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 15
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821