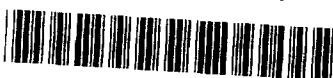


07-16-2001



101777382

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4/9/01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

100.00 BY
100.00 OF

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

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="75461028"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75853353"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1932970"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1474340"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="0827948"/>	<input type="text"/>	<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.

ANGELA LIANG
Name of Person Signing

Angela Liang
Signature

2 APRIL 2001
Date Signed

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement"), dated as of February ____, 2001, is entered into by and between **BANK OF AMERICA, N.A.**, a national banking association, formerly Bank of America National Trust and Savings Association ("Bank") and **ARTICHOKE INDUSTRIES, INC.**, a California corporation ("Grantor").

RECITALS

WHEREAS, Grantor and Bank entered into (i) that certain Security Agreement: Equipment dated June 4, 1999, (ii) that certain Security Agreement – General Intangibles dated September 23, 1996, (iii) that certain Security Agreement (Receivables, Inventory and Equipment) dated October 23, 1995, and (iv) that certain Security Agreement (Receivables, Inventory and Equipment) dated June 11, 1992 (collectively, the "Original Security Agreement"), whereby Grantor granted to Bank a security interest in certain collateral more particularly described therein to secure the obligations of Grantor under (x) that certain Business Loan Agreement dated as of June 4, 1999, as amended, (y) that certain Business Loan Agreement (Receivables and Inventory) dated as of April 22, 1999, as amended and (z) that certain Business Loan Agreement dated as of January 8, 1998, as amended, all entered into between Grantor and Bank (collectively, the "Original Loan Agreement").

WHEREAS, Grantor is executing that certain Master Restructure Agreement and Amendment and Restatement of Business Loan Agreements, dated as of even date herewith, in favor of Bank (the "Loan Agreement"), which amends and restates the Original Loan Agreement.

WHEREAS, Grantor and Bank now desire to amend and restate the Original Security Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, Grantor and Bank agree as follows:

1. SECURITY. Grantor hereby assigns and grants to Bank, and to the extent of any security interest granted pursuant to the Original Security Agreement, hereby reaffirms the existence and continuation in favor of Bank of a security interest in the following described personal property, all such property hereinafter collectively called "Collateral," whether now owned or hereafter acquired by Grantor:
 - A. All supplies used or produced in farming operations, seed, fertilizer, feed, veterinary supplies, and other farm products and inventory of every type now or hereafter acquired, including, without limitation, that certain inventory listed in the attached Schedule I and any increases, replacements and accessions to any of the foregoing.
 - B. All machinery, furniture, fixtures, other equipment, goods and other tangible personal property of every type whether now or hereafter acquired, including, without limitation, food processing and canning machinery and equipment, computers, computer equipment, storage media any the data encoded thereon,

in whatever form and any software necessary to operate, read and/or render in tangible form the foregoing, to the extent the licenses to use any such software shall be assignable (including, but not limited to, the certain equipment and other tangible personal property described in the attached Schedule II and any increases, replacements of and accessions thereto), and any software embedded in any such goods.

- C. All intangible personal property of any kind owned by Grantor, including, without limitation, accounts, accounts receivable (including, without limitation, those certain accounts receivable listed in Schedule III), contract rights, chattel paper, including, without limitation, electronic or tangible chattel paper, payment intangibles, instruments, promissory notes, negotiable instruments, negotiable or non-negotiable certificates of deposit, deposit accounts, notes, negotiable or non-negotiable warehouse receipts, commodities contracts, investment property letters of credit or letter of credit rights, or other documents or instruments, all general intangibles, and any supporting obligations in connection with the foregoing or any of the Collateral, now owned or hereafter acquired by Grantor, including, but not limited to, any rights under any state or federal agricultural programs; rights to payments in kind of crops of other farm products; water rights; dairy quotas; all rights to receive reimbursement payments; retainages held by processors; rights under contracts of insurance; sales and marketing charges or payments; any sharing percentages of net crop proceeds; cooler return proceeds; service fees; palletization and handling charges; any right to any other pre-paid expenses; any right to any state or federal tax refund; any right to any customs refund; and stock or other equity in any farm lender or cooperative and rights to receive payment in connection therewith and rights to receive reimbursement payments and any rights of Grantor under those certain Grower Agreement referred to in the Loan Agreement, and any increases, replacements of and accessions to any of the foregoing Collateral.
- D. All patents and patent applications and all rights corresponding thereto throughout the world, and all unpatented or unpatentable developments and inventions, including, without limitation, those listed on Schedule IV.
- E. All trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Grantor's business connected with the use of, and symbolized by any of the above, and all property of Grantor necessary to produce any products sold under any of the above, including, without limitation, those trademarks, service marks, logos all trade names, trade styles, designs, and the like, including, without limitation, those listed on Schedule IV.
- F. All copyrights and copyrighted works, all derivative works thereof, all mask works of semiconductor chip products, and United States and/or foreign applications for registration and registrations thereof, including, without limitation, those listed on Schedule IV.
- G. All computer software programs developed or to be developed by Grantor or in which Grantor asserts or could assert a proprietary interest; all personal property, including but not limited to source codes, object codes or similar information,

which is necessary to the practical utilization of such programs; all tangible property of Grantor embodying or incorporating any such programs, including magnetic or optical media or any embodiment of such information in whatever form.

- H. All trade secrets, proprietary information, customer lists, instructional materials, working drawings, manufacturing techniques, process technology documentation, and product formulations.
- I. All stock, membership interests, partnership interests, venture interests or other ownership or management interest in any entity in which Grantor shall hold an ownership or management interests, that are not investment property otherwise covered by this Agreement. All interests of Grantor in any cooperative for the marketing of its products and all rights to receive payment in connection with any such membership.
- J. All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to Grantor's good will connected with the use of the Collateral and the right to sue therefor.
- K. All cash and noncash proceeds and products of, increases, replacements and accessions to, rents and profits, renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral, and rights under contracts of insurance now or hereafter covering, any of the Collateral.
- L. All books and records now owned or hereafter acquired by Grantor covering any of the Collateral, including, without limitation, any computer-readable memory and all backups of such memory, and any rendering of any such information in any magnetic, optical or other medium, and any computer hardware or software necessary to process or render a tangible representation of any contents of such memory.
- M. All rights of Grantor, if any, pursuant to Article 9 (commencing with Section 55631), Chapter 6, Division 20 of the California Food and Agricultural Code, as now in effect or hereafter amended.

2. **THE INDEBTEDNESS.** The Collateral secures and will secure any and all Indebtedness of Grantor to Bank. For the purposes of this Agreement "Indebtedness" means any and all obligations of Grantor arising under or pursuant to the Loan Agreement, this Agreement and the other Loan Documents (as defined in the Loan Agreement).

3. **WARRANTIES AND REPRESENTATIONS.** Grantor represents and warrants to Bank as follows:

- A. The Collateral listed on of the attached Schedules is a complete list of all of the specific types of collateral listed therein in which Grantor has any right, title or interest.
- B. Grantor has full power and authority to execute this Agreement and to perform its obligations hereunder, and to subject the Collateral to the security interest

transferred, created and/or confirmed hereby, and Grantor has entered and will enter into written agreements with each of its present and future employees, agents and consultants that will enable it to comply with the covenants contained herein.

- C. Grantor is the lawful owner of the entire right, title and interest in and to all the Collateral, free and clear of all liens, charges encumbrances, claims of infringement, setoffs, counterclaims, licenses, shop rights, and covenants not to sue of third persons, except liens existing in favor of the Bank as of the date hereof.

4. **GRANTOR'S COVENANTS.** Grantor covenants and warrants that unless compliance is waived by Bank in writing:

- A. Grantor will properly maintain and care for the Collateral; defend the Collateral against any adverse claims and demands; protect, produce, develop, grow and care for all crops and livestock in accordance with the prevailing standards of husbandry; diligently collect all accounts and/or accounts receivable; and keep accurate books and records on the Collateral and any proceeds or collections at Grantor's principal place of business or such other location as may be convenient to Bank.
- B. Grantor shall not fail to renew and shall not otherwise abandon the Collateral, and shall, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto; Grantor shall also promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. In connection with any such renewals or filings, Grantor shall not fail to do all acts necessary to register, file or continue the Bank's interest in any Collateral affected thereby. Grantor shall protect any and all collateral from infringement by any person.
- C. Grantor will maintain such insurance covering the Collateral as is customary for businesses similar to the business of Grantor and otherwise required under the Loan Agreement and, at the request of Bank, will insure the Collateral against all hazards requested by Bank in an amount satisfactory to Bank on a replacement cost basis and will name Bank as loss payee of any insurance now or hereafter covering any Collateral.
- D. Grantor has not granted and will not grant any security interest in any of the Collateral except to Bank, and will keep the Collateral free from all liens, claims, security interests and encumbrances of any kind or nature except the security interest of Bank.
- E. Grantor will not sell, lease, agree to sell, lease or otherwise dispose of any of the Collateral or remove (i) any inventory from Grantor's place of business except in the ordinary course of business as heretofore conducted by Grantor, or (ii) any other Collateral except with the prior written consent of Bank.

- F. Grantor will promptly notify Bank in writing of any event which materially affects the value of the Collateral, the ability of Grantor or Bank to dispose of the Collateral, or the rights and remedies of Bank in relation thereto, including, but not limited to, the levy of any legal process against the Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.
- G. If any Collateral is or becomes the subject of any registration certificate negotiable document of title, including any warehouse receipt or bill of lading, or is a negotiable instrument commodity contract, investment property or other type of Collateral that the Bank is required to possess in order to perfect its interest therein or as to which Bank, Grantor and any commodity intermediary or securities intermediary may enter into an agreement to perfect the bank's interest therein, Grantor shall immediately deliver such document to Bank, including the original thereof, if possession is required to perfect the Bank's interest therein, or in the case that an agreement is required with a commodity intermediary or a securities intermediary, shall enter onto an agreement in form and substance satisfactory to Bank, and executed by Grantor and the relevant securities intermediary or commodities intermediary promptly after any investment property or commodity contract shall be transferred to any securities intermediary or commodity intermediary.
- H. Grantor has notified Bank in writing of, and will notify Bank in writing prior to any material change in, the location(s) of (i) Grantor's place of business or Grantor's chief executive office if Grantor has more than one place of business, (ii) Grantor's farming operations, (iii) Grantor's inventory, and (iv) Grantor's books and records concerning the Collateral.
- I. Grantor will immediately notify Bank in writing of any proposed or actual change of Grantor's name, identity or business structure.
- J. Grantor will comply with all laws and regulations, whether federal or state, relating to any subsidy, entitlement, price support or similar program to which Grantor may be entitled. Grantor will execute such additional documents as may be reasonably requested by Bank in connection with Bank's security interest in such rights, including but not limited to government assignment forms. Grantor will pay to Bank, on demand, the amounts of any fees required to be paid in connection with the recordation of this Agreement or any other agreement, document, or instrument evidencing Bank's security interest and any other rights in or to the Collateral.
- K. Promptly after request, Grantor shall furnish to Bank a list in writing of the buyers, processors, commission merchants, cooperatives, or selling agents to or through whom Grantor sells any farm product or other Collateral. In the event that Grantor sells farm product or other Collateral to or through a person or entity not identified in the list, Grantor shall notify Bank of the sale not less than seven (7) days prior to the sale. The list and any notice shall include the name and address of each person or entity and an identification of the types of farm products or Collateral sold to or through that person or entity.

- L. Grantor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless Grantor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to Bank and shall provide that Bank has no liability to such owner, holder of any lien, or any other person.
- M. Grantor will promptly notify Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Schedule IV hereto. Grantor authorizes Bank, without notice to Grantor, to modify this Agreement by amending Schedule IV to include any such Collateral. Grantor will execute and file any and all documents or instruments requested by Bank to register, perfect or provide notice of the Bank's interest in any such Collateral
- N. Grantor will, at the request of Bank, execute such other agreements, documents or instruments in connection with this Agreement as Bank may reasonably deem necessary, including, but not limited to, those documents prepared by Bank which, at Bank's option, Bank chooses to record with any governmental entity, in any State or at the Federal level or in any foreign country, relating to the security interest Bank holds in the Collateral. To the extent permitted by law and by the California Uniform Commercial Code as now in effect or as hereafter amended, Grantor hereby authorizes Bank to file any and all financing statements or other documents that Bank shall deem necessary to perfect and/or continue the perfection of, or confirm Bank's first priority lien in any of the Collateral. Grantor understands, acknowledges and agrees that an updated version of the California Uniform Commercial Code shall become operative on July 1, 2001, and the Grantor hereby agrees that, immediately after Bank's demand, the Grantor shall execute and deliver to Bank (and cause any necessary third parties to execute and deliver to Bank) all documents and filings, and otherwise take all other actions as may be reasonably requested by Bank, in order to maintain and provide to Bank a first priority perfected security interest in the applicable Collateral provided hereby and by the Loan Documents, and the Grantor hereby agrees to pay all reasonable fees and direct out-of-pocket costs associated therewith (including, without limitation, the reasonable fees and costs of Bank's outside counsel and the allocated costs of in-house counsel). Further, Grantor authorizes Bank to take any further action as Bank may deem appropriate, including, without limitation, the filing of one or more financing statements to perfect and/or continue the perfection of, or confirm Bank's first priority lien in any of the Collateral

5. **ADDITIONAL OPTIONAL REQUIREMENTS.** Grantor agrees that Bank may at any time and at its option, whether or not Grantor is in default:

- A. Require Grantor to segregate all collections and proceeds of the Collateral so that they are capable of identification and, after the occurrence of a default,

deliver or cause to be delivered daily such collections and proceeds to Bank in kind.

- B. Require Grantor to periodically deliver to Bank records and schedules, in a level of detail satisfactory to the Bank which show the status and condition of the Collateral, where it is located and any contracts or other matters which affect the Collateral.
- C. Verify the Collateral and inspect the books and records of Grantor and make copies thereof or extracts therefrom.
- D. Require Grantor to deliver to Bank any instruments, promissory notes, chattel paper or any negotiable document of title, including the original thereof, if required to protect Bank's interest therein or require any securities intermediary or commodity intermediary to deliver to Bank any investment property or commodity contract in the possession of such intermediary, if required to perfect the Bank's interest.
- E. Require Grantor to obtain Bank's prior written consent to any sale, contract of sale or other disposition of any Collateral other than in the ordinary course of business.
- F. Notify any account debtors, any buyers of the Collateral, securities or commodity intermediaries, or any other persons of Bank's interest in the Collateral.
- G. Following a default, demand and collect any proceeds of the Collateral from Grantor or any other person. In connection therewith Grantor irrevocably authorizes Bank to endorse or sign Grantor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to Grantor and remove therefrom any payments for and proceeds of the Collateral, and send notices to any and all persons in Grantor's name directing them to pay such proceeds in the manner directed by Bank.
- H. Enter upon the property where the Collateral is located at reasonable times to examine the Collateral, and use such property and any buildings or improvements thereon, and any equipment and facilities of Grantor, if Bank deems such use necessary or advisable in order to protect, preserve, maintain, process or develop any of the Collateral.
- I. Require Grantor to promptly market any livestock, crops or other farm products covered by this Agreement, if, in Bank's opinion, the withholding of same from sale may jeopardize Grantor's ability to obtain a price sufficient to satisfy the Indebtedness or any portion thereof.

6. **DEFAULTS.** The occurrence of any one or more of the following shall be a default hereunder:

- A. Grantor fails to pay any Indebtedness to Bank when due, or fail to pay any other debt when due.

- B. Grantor breaches any term, provision, warranty or representation under this Agreement, any other agreement or contract between Grantor and Bank, including, without limitation, the Loan Documents, as defined in the Loan Agreement, or any obligation of Grantor to Bank.

7. **BANK'S REMEDIES AFTER DEFAULT.** In the event of any default Bank may do any one or more of the following:

- A. Declare any Indebtedness secured hereby immediately due and payable, without notice or demand.
- B. Exercise the rights and remedies of a secured party under the Uniform Commercial Code or any other law.
- C. Require Grantor to assemble the Collateral and any records pertaining to the Collateral and make them available to Bank at a place designated by Bank.
- D. Enter the premises of Grantor and take possession of the Collateral wherever located and any records pertaining to the Collateral.
- E. Grant extensions and compromise or settle claims for less than face value relative to any Collateral proceeds, all without prior notice to Grantor.
- F. Use, in connection with any assembly or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right or technical process or other intellectual property owned or used by Grantor, including, without limitation, Trade secrets, computer software, customer lists, copyrighted or uncopyrighted working drawings, instruction manuals, packaging and labeling and all other tangible or intangible property in which Grantor has any right or interest by ownership, license, contract or other means.
- G. Require Grantor to obtain Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any inventory, whether or not such sale, lease or disposition is in the ordinary course of business of Grantor.
- H. Take such measures as Bank may deem necessary or advisable to preserve, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and Grantor hereby irrevocably constitutes and appoints Bank as Grantor's attorney-in-fact to perform all acts in connection therewith.
- I. Apply to any court of competent jurisdiction for appointment of a receiver to take possession of the Collateral, to which appointment Grantor hereby consents.

8. **MISCELLANEOUS.**

- A. If Bank waives a default, it may enforce a later default. Any consent or waiver by Bank under this Agreement must be in writing.
- B. Grantor hereby further agrees that from time to time, without notice or demand and without affecting or impairing in any way the rights of Bank with respect to the Collateral or the obligations of Grantor hereunder, Bank may (a) renew,

compromise, extend, accelerate or change the time for payment or the terms of the obligations secured hereby, or any part thereof, (b) exchange, enforce, waive, release, apply and direct the order or manner of sale of any and all the Collateral for the obligations secured hereby, and/or (c) release or substitute any one or more endorsers and guarantors of the obligations secured hereby. Grantor waives any right to require Bank to (i) proceed against or exhaust any other security held for Grantor's obligations secured hereby, or (ii) pursue any other remedy whatsoever. Grantor agrees that Bank may proceed against all or any portion of the Collateral for all or any portion of the obligations secured hereby, as Bank may elect. Grantor acknowledges and agrees that Bank may foreclose on any security held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), or exercise any right or remedy it may have against Grantor or any security held by it for Grantor's obligations owing to Bank, without affecting or impairing in any way the rights of Bank with respect to the Collateral or the obligations of Grantor hereunder. Grantor waives any defense arising out of any such election by Bank, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of Grantor against any such security. Until all obligations secured hereby shall have been paid in full, Grantor shall have no right of subrogation and Grantor waives any benefit of, and any right to participate in any security now or hereafter held by Bank.

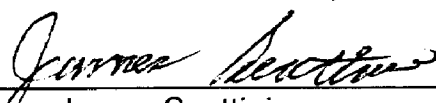
- C. Grantor hereby appoints Bank, effective upon the occurrence of a default hereunder, Grantor's attorney-in-fact, with full authority to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Such appointment of Bank as Grantor's attorney-in-fact is coupled with an interest and is irrevocable.
- D. This Agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.
- E. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.
- F. All terms not defined herein are used as set forth in the in the Loan Agreement, or, where not set forth in the Loan Agreement, as set forth in the Uniform Commercial Code.
- G. In the event of any action by Bank to enforce this Agreement or to protect the security interest of Bank in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, Grantor agrees to immediately pay all costs and expenses thereof, together with reasonable attorney's fees (including allocated costs for in-house legal services).
- H. This Agreement amends and restates in its entirety the Original Security Agreement. In connection with such amendment and restatement, Grantor hereby: (a) affirms the Original Security Agreement and each and every provision thereof, as modified by this Agreement; (b) acknowledges that any and all

security interests created or granted pursuant to the Original Security Agreement shall continue to be of full force and effect; and (c) agrees that notwithstanding the foregoing, from and after the date hereof, the security interests provided in this Agreement and the Original Security Agreement shall be governed by the terms hereof. In the event that any of the transactions contemplated by this Agreement are voided, nullified or not given effect for any reason, then the Original Security Agreement shall be deemed to be reinstated in its original form and the provisions thereof to be of full force and effect with respect to any matters governed thereby or any of the Collateral covered thereby, and the proceeds of any such Collateral.

[There is no further text on this page.]

This Agreement is executed as of the date stated at the top of the first page.

ARTICHOKE INDUSTRIES, INC.

By: 
Name: James Scattini
Title: Chairman of the Board

Address:
P.O. BOX 1307
Castroville, CA 95012

BANK OF AMERICA, N.A.

By: _____
Name: Ken Briggs
Title: Vice President

Address:
Bank of America
Loan Service Center
P.O. Box 6179
Fresno, CA 93703

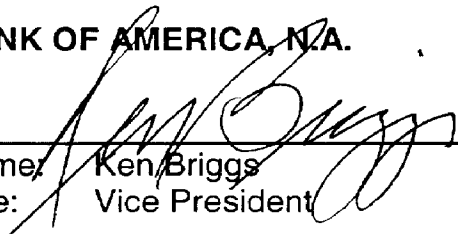
This Agreement is executed as of the date stated at the top of the first page.

ARTICHOKE INDUSTRIES, INC.

By: _____
Name: James Scattini
Title: Chairman of the Board

Address:
P.O. BOX 1307
Castroville, CA 95012

BANK OF AMERICA, N.A.

By:  _____
Name: Ken Briggs
Title: Vice President

Address:
Bank of America
Loan Service Center
P.O. Box 6179
Fresno, CA 93703

SCHEDULE 1

INVENTORY

(Please see attached)

Cara Mia Foods
Weekly Inventory Report
DATE 2/23/01

Description	Case Totals	Cost per case	Cost Totals
6 oz Crown Marinated	1,014	23.83	24,164
64 oz Crowns in Water	57	71.09	4,052
6 oz Artichoke Hearts Marinated	2,867	12.71	36,440
14 oz Artichoke Hearts Marinated	140	23.96	3,354
62 oz Hearts Marinated - Total	2,996	45.00	134,820
1 liter Hearts Marinated- - Total	20,190	11.68	235,819
14 oz Hearts in Water	16,267	17.88	290,854
64 oz Hearts in Water	1,398	39.81	55,654
6 oz Brussels Sprouts Marinated	872	14.44	12,592
4 oz Mushrooms	15,500	12.80	198,400
26# Chile 12 Kg -IQF	286	34.94	9,993
TOTALS	61,587		1,006,142

SCHEDULE II

LIST OF EQUIPMENT AND OTHER PERSONAL PROPERTY

(Please see attached)

7/31/00

1999 FEDERAL DEPRECIATION SCHEDULE

ARTCHOKE INDUSTRIES, INC.

94-1302471

PAGE 1

Schedule III

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/BASIS	BUS. PRT.	CUR. PRIOR	DEC. BAL.	BASIS REDUCTN	SALVAGE VALUE	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
-----	-------------	---------------	-----------	------------	-----------	------------	-----------	---------------	---------------	-------------	-------------	--------	------	------	---------------

181	SECONDARY LABEL	8/01/94		26,861						26,861					0
189	AMORTIZABLE CO			7,230						7,230					0
200	MILKER CONVEYER			1,100						1,100					0
TOTAL				35,191		0	0	0	0	35,191	0				0

AUTO / TRANSPORT EQUIPMENT																
1	3 FORKLIFTS/1 DUMPER	1/31/99		146,569						146,569	3,160	2000R	NY	5	33000	3,000
2	MISSAN FORKLIFT	3/15/94		15,043						15,043	12,740	2602R	NY	5		1,675
171	TANER TANER	2/01/68		2,800						2,800	2,800	S/L	NY	5		0
172	DOCKE TRK 73 0	12/01/73	6/30/00	7,016						7,016	7,016	S/L	NY	5		0
173	INT'L 1824 CAB	7/01/81		19,080						19,080	19,080	S/L	NY	5		0
174	NEW TRUCK BED	10/01/81	6/30/00	2,919						2,919	2,919	S/L	NY	5		0
175	VALE FORKLIFT	4/11/08		17,450						17,450	17,450	S/L	NY	5		0
176	1988 SUBURBAN	11/09/90	6/30/00	15,039						15,039	15,037	S/L	NY	5		2
177	MISSAN FORKLIFT	4/10/91		18,359						18,359	18,359	S/L	NY	5		0
178	MISSAN FORKLIFT	8/28/91		18,586						18,586	18,586	S/L	NY	5		0
182	INT'L 4908 TRUCK	8/29/89		33,195						33,195	33,195	S/L	NY	5		0
183	VALE FORKLIFT	9/29/87		19,936						19,936	19,936	S/L	NY	5		0
TOTAL AUTO / TRANSPORT EQUIPMENT				319,992		0	0	0	0	319,992	170,278				6,677	

* Associates (leasing) 8/29/01

BUILDINGS																
16	NEW BUILDING ADD	7/01/95		4,216,663						4,216,663	436,772	S/L	NY	39	202564	108,066
TOTAL BUILDINGS				4,216,663						4,216,663	436,772					108,066

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ARTICHOKE INDUSTRIES, INC.

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR PRIOR	PRIOR	DEC. BAL. DEFER.	BASIS REDUCTN	SALVAGE VALUE	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.	
FURNITURE AND FIXTURES																	
PARTITIONS																	
9	BLINDS	6/15/96		871							871		305 2000B	MT	7	.08930	53
18	Z RECOMITOWER	3/26/96		23,005							23,005		552 2000B	MT	7	.08930	76
24	WAUKESHA MODEL	10/15/96		6,928							6,928		15,398 2000B	MT	7	.08930	2,054
26	WAUKESHA 60	11/26/96		5,046							5,046		3,098 2000B	MT	7	.12490	865
38	ULTRASON DESK	6/04/97		515							515		2,840 2000B	MT	7	.12490	630
54	FAN	4/01/75		365							365		200 2000B	MT	7	.12490	64
120	Z STEEL DESKS	7/01/66	7/31/00	495							495		345 S/L	MT	5		0
121	STEEL DESKS	10/01/66	7/31/00	276							276		495 S/L	MT	10		0
122	FINE FILE	6/01/67	7/31/00	505							505		276 S/L	MT	10		0
123	Z FILE CABINET	2/01/72	7/31/00	244							244		505 S/L	MT	10		0
126	DESK AND CHAIR	9/22/85	7/31/00	316							316		244 S/L	MT	10		0
127	FILING CABINET	1/09/85	7/31/00	254							254		316 S/L	MT	5		0
129	FILE	8/01/87		112							112		254 S/L	MT	5		0
130	FILES AND CHAIRS	11/10/87		451							451		112 S/L	MT	7		0
131	SANYO TV	7/29/91		483							483		451 S/L	MT	7		0
135	PHOCOM	8/19/91		408							408		483 S/L	MT	5		0
136	LATERAL FILE	8/19/91		776							776		408 S/L	MT	5		0
TOTAL FURNITURE AND FIXTURES				41,597		0	0	0	0	0	41,597		28,016				3,764
IMPROVEMENTS																	
6	TURCO FLOORING	3/05/96		12,137							12,137		1,050 S/L	MT	39	.0364	311
TOTAL BUILDINGS				4,214,663		0	0	0	0	0	4,214,663		436,772				108,064
TOTAL				4,256,260		0	0	0	0	0	4,256,260		464,788				111,828

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ARTICHOKE INDUSTRIES, INC.

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	OUR				DEPR. BASIS	METHOD	LIFE	RATE	CURRENT DEPR.
					BUS. 179	PRIOR 179	SEC. MAL. DEPR.	EASIS REDUCIN VALUE					

7	CARPET	3/20/96		1,071					5,071	675	2000	HY	7	.08930	96
10	LANDSCAPING	11/02/95		11,250					11,250	3,575	1500	HY	15	.06539	760
11	ALARM SYSTEM	1/09/96		2,153					2,153	1,520	2000	HY	7	.06930	192
13	AUSONI PERIMETER	1/03/97		45,271					45,271	16,567	1500	HY	15	.07708	3,486
16	TURCO FLOORING	3/05/97		41,815					41,815	2,366	S/L	NM	39	.02564	1,072
15	T-BAR REPAIR	2/06/97		1,409					1,409	598	2000	HY	10	.11520	162
21	LABTECH SNETCH	8/23/96		9,662					9,662	5,625	2000	HY	7	.12690	1,204
22	KINETROL PNEUM	8/20/96		2,051					2,051	1,154	2000	HY	7	.12690	256
25	REBUILT OAF	10/03/96		5,808					5,808	3,268	2000	HY	7	.12690	725
27	BURGER TRENCH	12/02/96		792					792	446	2000	HY	7	.12690	99
30	E-S FLECTION PA	3/27/97		4,636					4,636	2,609	2000	HY	7	.12690	579
35	SERVICE CONTRACT	1/07/97		7,500					7,500	5,360	2000	HY	5	.11520	866
100	PARKING LOT	4/28/98		15,901					15,901	2,506	1500	HY	15	.08550	1,368
191	FLOORING	10/08/98		6,424					6,424	918	2000	HY	7	.26690	1,573
TOTAL IMPROVEMENTS				167,860	0	0	0	0	167,860	47,978					12,759

LAND		DATE	COST/ BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS
3	LAND	7/01/95	689,357	689,357											0
4	LOT LINE	10/30/95	851	851											0
5	PROPERT SURVEY	3/16/96	5,351	5,351											0
TOTAL LAND			695,559	695,559	0	0	0	0	0	0	0	0	0	0	0

MACHINERY AND EQUIPMENT		DATE	COST/ BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS	DEPR. BASIS
12	ROLLER EXTRAS	8/08/95	5,680	5,680											379
17	10 RADIOS	2/28/96	7,527	7,527											672

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/BASIS	BUS. PCT.	BONUS	PROR. MONTHS	DEC. BAL. DEPR.	BASIS REDUCTN	SALVAGE VALUE	DEPR. BASIS	PROR. DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
19	1996 PLUM EQUIPMENT	7/01/96		1,121,801							1,121,801			7	.08970	100,177
20	CONSTRUCTED EQUIPMENT	6/01/96		219,503							219,503			7	.12410	27,416
23	2 MOTOROLA 16	9/12/96		1,556							1,556			7	.12410	196
26	IRISGAL MOTOR	2/06/97		2,826							2,826			7	.12410	353
29	THERMAL DYNAMIC	2/25/97		1,389							1,389			7	.12410	173
31	2 MOTOROLA 16	4/03/97		1,418							1,418			7	.12410	177
32	6 MOBILE RADIO	4/10/98		4,352							4,352			5	.19200	836
33	THERMAL DYNAMIC	9/23/97		2,461							2,461			7	.12410	430
34	NEW ERIIP ADDITION	7/01/95		12,092,563							12,092,563			7	.08970	1,078,657
36	JDC COMPUTER	11/03/95		2,679							2,679			5	.11520	266
37	JDC PC	5/07/96		2,328							2,328			5	.11520	268
39	Z8050 COMPAG	4/24/97		2,085							2,085			5	.11520	240
40	HSC OFFICE EQUIPMENT	7/31/97		1,849							1,849			7	.12410	231
41	NEW OFFICE EQUIPMENT	7/01/95		88,977							88,977			7	.08970	7,937
42	COPE MACHINE	4/05/85		23,000							23,000			5		0
43	WASHER	4/30/97		31,891							31,891			7	.12410	3,905
44	BOTTOM MACHINE	1/01/86		236							236			10		0
45	LY TRAK MACHINE	7/01/85	7/31/00	112,183							112,183			10		0
46	PRESIZING SYSTEM	10/01/66	7/31/00	16,379							16,379			10		0
47	TRIM MACHINES	10/01/68	7/31/00	17,882							17,882			10		0
48	CADDERS	7/01/89	7/31/00	1,556							1,556			7		0
49	TRIM BELTS	7/01/89	7/31/00	473							473			7		0
50	PRESIZE & DONAIN	7/01/89	7/31/00	33,068							33,068			10		0
51	PNC PUMPER	8/01/73	7/31/00	31,339							31,339			7		0
52	LTD DETECTOR	2/01/75	7/31/00	761							761			7		0
53	BIN (200)	4/03/75	7/31/00	5,775							5,775			5		0
55	ADDITION	9/01/79		16,685							16,685			7		0
56	SHEET METAL	7/01/80		3,352							3,352			7		0
57	OPTICAL SORT	3/15/79		568,115							568,115			7	.04450	24,131
58	NEW COMPRESSOR	5/01/96		40,189							40,189			7	.08970	3,589
59	PURATI PROJECTION	8/31/97		167,228							167,228			7	.12410	25,750
60	BOTTOM MACHINE	4/30/78		25,426							25,426			7	.12410	4,447
61	S&K MODERN	7/16/96		3,165							3,165			5	.19200	608
62	A.1. TRIM MACHINE	8/01/83		280,018							280,018			5		0
63	CHEESEGRATER	1/01/76	7/31/00	4,017							4,017			7		0

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST BASIS	BUS. PCT.	CUR. PRIOR BONUS	REPL. DEC. BAL.	BASIS ADJUSTN	SALVAGE VALUE	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	DATE	CURRENT DEPR.
44	IRON PASTER	3/01/79	1/31/00	3,255						3,255	5/1	NY	7		0
45	AIR FOLDING MACHINE	1/31/85	7/31/00	2,544						2,544	5/1	NY	5		0
46	BOTTOM MACHINE	11/01/85	7/31/00	760						760	5/1	NY	7		0
47	BOTTOM MACHINE	5/01/86	7/31/00	823						823	5/1	NY	7		0
48	CYLINDER	12/01/87	7/31/00	20						20	5/1	NY	7		0
49	NEW BOTTOM MACHINE	10/01/88	7/31/00	1,846						1,846	5/1	NY	7		0
70	NEW BOTTOM MACHINE	11/01/89	7/31/00	5,720						5,720	5/1	NY	7		0
71	NEW BOTTOM MACHINE	5/01/70	7/31/00	3,352						3,352	5/1	NY	7		0
72	CR-LP SHAKER	5/01/72	7/31/00	2,704						2,704	5/1	NY	7		0
73	DAMPER	10/01/76	7/31/00	36,017						36,017	5/1	NY	7		0
74	INDIERS	9/10/86	7/31/00	3,650						3,650	5/1	NY	5		0
75	BLANCHER	7/01/65	7/31/00	7,000						7,000	5/1	NY	10		0
76	TUMBLE FILLER	7/01/67	7/31/00	11,467						11,467	5/1	NY	10		0
77	HOPPER BIN	11/01/69	7/31/00	241						241	5/1	NY	7		0
78	PROD CONTROL D	2/01/72	7/31/00	492						492	5/1	NY	7		0
79	SOUTHERN FILLER	10/01/77	7/31/00	18,708						18,708	5/1	NY	7		0
80	BLANCHER	1/01/78	7/31/00	21,125						21,125	5/1	NY	7		0
81	EJECTION LID DIS	5/01/78	7/31/00	1,795						1,795	5/1	NY	7		0
82	FILLER	8/01/80	7/31/00	36,581						36,581	5/1	NY	7		0
83	ROTARY BLANCHER	10/24/84	7/31/00	30,595						30,595	5/1	NY	5		0
84	ACCAPLY LABELER	5/31/91	7/31/00	32,276						32,276	5/1	NY	7		0
85	CAPPER EXANGED	6/30/97		366,387						366,387	2000	NY	7	12/90	45,762
86	BLANCHER REPLACEMENT	10/31/97		205,099						205,099	2000	NY	7	12/90	35,872
87	WASHER	3/31/98		69,262						69,262	2000	NY	7	12/90	12,114
88	BIN DUMPER	6/01/98		3,757						3,757	2000	NY	7	12/90	657
89	DE-PALLETTIZER	6/01/98		5,757						5,757	2000	NY	7	12/90	657
90	30-C BEAM CUTTER	3/05/01	7/31/00	3,760						3,760	5/1	NY	5		0
91	AIR COMPRESSOR	12/01/76	7/31/00	11,372						11,372	5/1	NY	7		0
92	NET METAL DETECTOR	11/01/76	7/31/00	3,765						3,765	5/1	NY	7		0
93	CHECKWEIGH SCALE	2/01/77	7/31/00	1,135						1,135	5/1	NY	7		0
94	FIBERGLASS	3/01/78	7/31/00	3,929						3,929	5/1	NY	7		0
95	WALMING SCALES	3/01/78	7/31/00	572						572	5/1	NY	7		0
96	1 SCALE	1/01/78	7/31/00	195						195	5/1	NY	7		0
97	20" STEEL CONT	7/31/82	7/31/00	1,764						1,764	5/1	NY	5		0
98	PANCK 1HX 4 BAY	11/19/80	7/31/00	5,925						5,925	5/1	NY	10		0

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	RES. PCT.	BONUS	FORMS	PRIOR DEPR.	DEPR. RESTRICN	SALVAGE VALUE	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
99	LAINE	5/31/90		10,500							10,500			7		0
100	MILLING MACHINE	5/31/90		3,868							3,868			7		0
101	WIRE AND COALE	5/31/90		265							265			7		0
102	STEM CLEANER	10/23/91		4,222							4,222			7		0
103	ASSEMBLED 2 1/8	4/21/92		6,197							6,197			7		4
104	CORER	4/04/93		1,181							1,128			7	.04460	53
105	CHECKOUT/BAKER	7/06/93		1,804							997			7	.04460	47
106	PALLETTER	2/15/93		147,830							141,240			7	.04460	6,599
107	TAPPING EQUIPMENT	1/15/93		12,335							11,786			7	.04460	549
108	REFRIGERATION	4/30/93		14,795							5,737			7	.17490	2,588
109	STEEL BIN	4/14/93		1,017							396			7	.17490	178
110	20 FT STEEL CO	5/22/93		2,105							817			7	.17490	368
111	FIBERGLASS TAN	9/25/94		10,148							10,147			5		0
112	FIBERGLASS TAN	1/15/98		14,754							14,754			7		0
113	MAGNETIC FLOW	8/01/95		5,211							4,707			7	.08930	445
114	CIRCULAR RECOR	8/01/95		1,471							1,359			7	.08930	131
115	OIL SYSTEM	4/30/97		642,200							361,573			7	.12690	80,211
116	WASTE WATER FILTER	5/31/97		14,633							8,233			7	.12690	1,828
117	OIL SYSTEM	3/31/98		106,295							43,217			7	.17490	18,591
118	WASTE WATER FILTER	8/31/97		36,066							13,985			7	.17490	6,308
119	DIALTI EQUIPMENT	9/01/95		310							310			10		0
124	CASIO	1/01/90	7/31/00	262							262			7		0
125	CHECK STICKER	6/27/94		1,208							1,208			5		0
128	MITA COPIER	3/10/87	7/31/00	2,910							2,910			7		0
132	306 COMPUTER	4/11/91	7/31/00	2,958							2,958			5		0
133	PIMETROBES AM	7/31/91	7/31/00	4,799							4,799			5		0
134	PAHOUIS ACTG PA	11/30/91		21,434							21,434			5		0
137	ANSERING MACHINE	11/26/91	7/31/00	104							104			5		0
138	TERMINALS	12/05/91	7/31/00	1,713							1,713			5		0
139	2006 COMPUTER	12/13/91	7/31/00	2,734							2,734			5		0
140	PRINTER	2/11/92	7/31/00	404							404			5		0
141	VAL'S COMPUTER	2/28/92	7/31/00	3,168							3,168			5		0
142	FILESERVER COMP	2/28/92	7/31/00	7,885							7,885			5		0
143	PRINTER	3/17/92	7/31/00	566							566			5		0
144	LOTUS AND HOUSE	4/07/92	7/31/00	269							269			5		0

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ARTICHOKE INDUSTRIES, INC.

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST BASIS	BUS. 179	PRIOR 179	DEC. BAL. DEPR.	BASIS REDUCTN	SAVAGE VALUE	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
145	CABLES AND CONNECTION	3/19/92	7/31/00	140						140		140 S/L	5		0
146	CARL'S COMPUTER	4/26/92	7/31/00	1,472						1,472		1,472 S/L	5		0
147	L2 COMPUTER	5/12/92	7/31/00	2,520						2,520		2,520 S/L	5		0
148	PROJECTOR	8/31/92		301						301		301 S/L	7	0.07140	0
149	COMPUTER TERMINAL	9/03/92		664						664		664 S/L	5		0
150	MIKE 366 LAPTOP	10/15/92	7/31/00	2,271						2,271		2,271 S/L	5		0
151	ORIDATA PRINTER	11/10/92		635						635		635 S/L	5		0
152	STIX PC SOFTWARE	5/13/93	7/31/00	3,110						3,110		3,110 S/L	5		0
153	PARCOS SOFTWARE	6/20/94		1,828						1,828		1,598 2000B	5		0
154	FILE SERVER	6/15/94		13,000						13,000		12,504 2000B	5		0
155	NIMROTA COPIER	2/28/98		2,682						2,682		1,391 2000B	5	0.19200	315
156	HP OFFICE JET	5/21/98		429						429		223 2000B	5	0.19200	82
157	HP OFFICE JET	5/21/98		429						429		223 2000B	5	0.19200	82
158	SAW SHARPER	1/30/96		500						500		500 S/L	5		0
159	JACK	2/10/98		606						606		606 S/L	7		0
160	DRAYTING TOOLS	11/22/90		175						175		175 S/L	5		0
161	PLASMA CUTTING	6/22/91		2,338						2,338		2,338 S/L	7		0
162	LINCOLN WIRE	1/20/91		1,651						1,651		1,651 S/L	7		0
163	LINCOLN WELDER	8/28/91		1,377						1,377		1,377 2000B	7		0
164	MICROSCOPE	6/01/81	7/31/00	1,004						1,004		1,004 S/L	10		0
165	WEIGH SCALE	7/31/96		1,002						1,002		1,002 S/L	5		0
166	SCALE	9/03/86		110						110		110 S/L	5		0
167	CET B STEAMER	4/10/88		1,687						1,687		1,687 S/L	7		0
168	SCALE	2/02/95		1,074						1,074		1,028 2000B	7	0.04460	48
169	SCALE	3/12/95		1,049						1,049		1,002 2000B	7	0.04460	47
170	ADPE SCALE	7/08/94		1,174						1,174		965 2000B	7	0.09750	105
184	PLANT EQUIPMENT	1/31/99		33,421						33,421		4,776 2000B	7	0.24490	6,185
185	RADIOS	1/31/99		2,727						2,727		300 2000B	7	0.24490	668
186	CATALIX JOLKER	1/31/99		54,015						54,015		7,719 2000B	7	0.24490	13,228
187	CATALIX 3040	1/31/99		75,553						75,553		10,797 2000B	7	0.24490	18,583
188	TIBATTI TRIMMER	4/01/99		6,606,910						6,606,910		944,127 2000B	7	0.24490	1,619,032
189	OFFICE FURNITURE	10/15/96		8,372						8,372		1,225 2000B	7	0.24490	2,099
190	COMPUTER EQUIPMENT	10/15/98		6,501						6,501		1,300 2000B	5	0.30000	2,088
192	BORTH MACH JRP	1/31/99		5,890						5,890		842 2000B	7	0.24490	1,442
193	WELDING SYSTEM	2/01/99		213,195						213,195		30,448 2000B	7	0.24490	52,211

Balance as of:
 1/31/01 7722
 7037
 Telephone

7/31/00

1999 FEDERAL DEPRECIATION SCHEDULE

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ARTICHOKE INDUSTRIES, INC.

94-1302471

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	BUS. BONUS	PRIOR DEPR.	DEC. BAL. BASIS	REDUCTIVE VALUE	SALVAGE VALUE	DEPR. BASIS	PAILON DEPR.	METHOD	LIFE	DATE	COMMENT	
																	179
196	1-1-LIK P703	4/04/99		660,856							660,856	44,436	2000B	NY	7.24490	161,863	
196	REPRICIALIZATION	4/04/99		1,357							1,357	194	2000B	NY	7.24490	332	
197	ORAL SCREENS	10/01/98		9,345							9,345	1,305	2000B	NY	7.24490	2,289	
198	WASTE WATER	1/31/99		4,971							4,971	710	2000B	NY	7.24490	1,217	
201	COMPUTER SERVER	2/01/99		14,474							14,474	2,048	2000B	NY	7.24490	3,545	
202	ROOM HEV FILTER	10/01/98		25,000							25,000	5,000	2000B	NY	5.32000	8,000	
203	DRILL PRESS	5/01/89	7/31/00	11,865							11,865	31	865	S/L	NY	7	0
		2/01/77		614							614	614	S/L	NY	7	0	
TOTAL MACHINERY AND EQUIPMENT				24,666,573			0	0	0	0	24,666,573	13,455,256				3,388,706	
TOTAL DEPRECIATION				30,137,435			0	0	0	0	30,137,435	14,136,282				3,519,950	
GROSS TOTAL DEPRECIATION				30,137,435			0	0	0	0	30,137,435	14,136,282				3,519,950	
DEPRECIATION ASSETS SOLD				562,703			0	0	0	0	562,703	562,701				2	
DEPR REMAINING ASSETS				29,594,732			0	0	0	0	29,594,732	13,599,581				3,519,948	

** TOTAL PAGE.10 **

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SCHEDULE III

ACCOUNTS RECEIVABLE

(Please see attached)

RUN 2/26/2001 14:49

BANK REPORT A/R AGING 02/23/01
ARTICHOKE INDUSTRIES, INC dba CARA MIA FOODS

Page 2

Cust	Name	Total Bal	# of Inv	Avg Days	0-30	31-60	61-90	91-Ovr	Credits
2215	AHOLD FINANCIAL SERVICES	5040.00	1	41	0.00	5040.00	0.00	0.00	0.00
132	ALBERTSON'S	351.50	2	113	0.00	229.60	0.00	121.90	0.00
1400	ALBERTSON'S # 8750 IRVINE-LUCKY	3671.94	4	78	9498.60	0.00	0.00	53.34	5800.00
1412	ALBERTSON'S DC-SAN LEANDRO	884.30	3	157	0.00	0.00	420.00	464.30	0.00
130	ALBERTSONS -FT WORTH-	4650.25	3	90	1422.00	0.00	0.00	3228.25	0.00
1300	ALLIANT FOODSERVICE INC (55)	9450.00	2	20	9450.00	0.00	0.00	0.00	0.00
205	AP MILITARY GROUP (SALES)	412.80	0		0.00	0.00	0.00	0.00	412.80
2325	BEL CANTO /TODARO BROS	1224.00	1	0	1224.00	0.00	0.00	0.00	0.00
317	BETTER BRAND FOODS	240.00	1	41	0.00	240.00	0.00	0.00	0.00
337	BIRITE FOODSERVICE DIST	8748.00	2	15	8748.00	0.00	0.00	0.00	0.00
395	C & S WHOLESALE (HATFIELD)	2527.50	2	90	1327.50	0.00	0.00	1200.00	0.00
400	CERENZIA FOODS INC	765.00	1	41	0.00	765.00	0.00	0.00	0.00
514	CITY MARKET TEAM	5721.90	4	13	5721.90	0.00	0.00	0.00	0.00
531	COHEN FOODS (FOR DIERBERGS	3520.00	1	17	3520.00	0.00	0.00	0.00	0.00
579	COST U LESS	352.80	1	42	0.00	352.80	0.00	0.00	0.00
569	COSTCO INTERNATIONAL	5832.00	2	9	5832.00	0.00	0.00	0.00	0.00
571	COSTCO WHOLESALE	321891.84	26	39	260980.80	58849.20	1750.00	311.84	0.00
572	COSTCO WHOLESALE (CANADA)	16451.58	2	46	16397.50	0.00	54.08	0.00	0.00
667	DEVITIS & SONS ITALIAN MARKET	32.89	1	101	0.00	0.00	0.00	32.89	0.00
736	ELITE SPECIALTIES	6165.00	1	159	0.00	0.00	0.00	6165.00	0.00
742	EURO-MID INC	4047.36	2	38	3984.00	63.36	0.00	0.00	0.00
832	FLEMING - NDR CAL DIVISION	8096.76	11	71	3330.00	4355.12	67.52	344.12	0.00
831	FLEMING CO - SLC DIVISION	1310.00	2	118	0.00	300.00	0.00	1010.00	0.00
823	FLEMING CO -FRESNO DIVISION	2454.20	2	90	0.00	1993.60	0.00	460.60	0.00
802	FLEMING COMPANIES (PHOENIX)	4040.00	3	151	0.00	0.00	0.00	4040.00	0.00
1537	FRED MEYER INC./SMITHS	6584.80	5	102	3610.80	0.00	0.00	2974.00	0.00
1495	GELSON/MAYFAIR MARKETS	5128.88	2	76	0.00	1485.00	0.00	3643.88	0.00
976	GIANT ARTICHOKE (STAND)	2235.00	2	78	0.00	1785.00	0.00	450.00	0.00
1024	GOURMET AWARD FOODS-(DALLAS)	45.00	1	32	0.00	45.00	0.00	0.00	0.00
1111	HARA & CO LTD, T	54.00	1	59	0.00	54.00	0.00	0.00	0.00
1144	HEINEN'S INC	2982.40	3	43	2595.00	3.10	384.30	0.00	0.00
2458	J H WATTLES INC	240.20	1	40	0.00	240.20	0.00	0.00	0.00
1229	JACMAR SALES INC	765.00	1	6	765.00	0.00	0.00	0.00	0.00
1242	JETRO/ RESTAURANT DEPOT	9072.00	1	26	9072.00	0.00	0.00	0.00	0.00
1400	JOSEPH MARTIN DIST	2205.00	1	18	2205.00	0.00	0.00	0.00	0.00
1289	KING SCOPERS A/P TEAM	1500.00	1	18	1500.00	0.00	0.00	0.00	0.00
1306	KRASDALE FOODS INC	1707.29	2	42	1644.29	63.00	0.00	0.00	0.00
1360	LEDYARD COMPANY INC	5670.00	1	17	5670.00	0.00	0.00	0.00	0.00
4698	LOCAL - MOUNTAIN MIKE PIZZA -SAL	882.00	1	6	882.00	0.00	0.00	0.00	0.00
469	LOCAL SALES	20604.08	6	16	20585.00	52.08	0.00	0.00	33.00
4691	LOCAL- BEACH STREET CAFE	582.12	2	0	582.12	0.00	0.00	0.00	0.00
2540	LOCAL- WINDMILL FARMS PRODUCE	723.54	1	0	723.54	0.00	0.00	0.00	0.00
1384	LONGS DRUGS ANTIOCH	65.27	1	32	0.00	65.27	0.00	0.00	0.00
470	MAIL ORDERS SALES	85.10	3	19	62.10	23.00	0.00	0.00	0.00
1460	MARC GLASSMAN INC	4919.99	1	75	0.00	0.00	4919.99	0.00	0.00
11400	MARRIOTT DISTRIBUTION SERVICES	1792.50	2	54	1743.00	0.00	0.00	49.50	0.00
380	METROPOLITAN PROVISIONS (BW PRO)	4238.40	1	4	4238.40	0.00	0.00	0.00	0.00
1567	MONTE CARLO ITALIA FOODS INC	2659.50	1	41	0.00	2659.50	0.00	0.00	0.00
1601	MOZZARELLA FRESCA	9849.00	2	30	7879.20	1969.80	0.00	0.00	0.00
1366	MULTIFOODS DISTRIBUTION INC.	6920.48	5	44	6666.90	0.00	0.00	253.58	0.00
1656	NORPAC FOODS INC	10800.00	1	27	10800.00	0.00	0.00	0.00	0.00
2083	OCEAN MIST FARMS	26937.00	3	13	26937.00	0.00	0.00	0.00	0.00
1600	OK GROCERY / GIANT EAGLE MARKETS	54.88	1	101	0.00	0.00	0.00	54.88	0.00
1641	OLIVIER NAPA VALLEY	5098.36	2	46	0.00	5098.36	0.00	0.00	0.00
1286	PERFORMANCE FOOD GROUP	8875.44	3	68	8748.00	0.00	0.00	127.44	0.00

TRADEMARK

REEL: 002328 FRAME: 0294

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BANK REPORT A/R AGING 02/23/01
 ARTICHOKE INDUSTRIES, INC dba CARA MIA FOODS

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Cust	Name	Total Bal	# of Inv	Avg Days	0-30	31-60	61-90	91-Ovr	Credits
1795	PEZZINI (CASTROVILLE)	4229.40	3	63	0.00	2325.60	1903.80	0.00	0.00
573	PRICE SMART	2902.65	2	21	2734.20	1804.40	0.00	0.00	235.95
511	PRO PACIFIC FRESH /CHICO PRODUCE	1014.00	1	18	1014.00	0.00	0.00	0.00	0.00
1858	PUBLIX SUPER MARKETS	11003.71	6	49	10854.00	0.00	0.00	149.71	2.00
1870	RALEY'S PRODUCE WAREHOUSE	19391.96	7	99	5412.00	750.00	0.00	13229.96	0.00
1876	RALPH'S GROCERY COMPANY	11647.70	2	59	5046.00	0.00	0.00	6601.70	0.00
1800	RDS RICHARDSON DISPATCH SERVICE	2726.20	1	152	0.00	0.00	0.00	2726.20	0.00
1942	RICHFOOD INC	9184.23	3	120	1710.00	0.00	2802.00	4672.23	0.00
1909	RITZ FOOD SERVICE	1485.00	1	17	1485.00	0.00	0.00	0.00	0.00
1948	ROUNDY'S INC CENTRAL A/P	3460.65	3	22	3192.00	268.65	0.00	0.00	0.00
1996	SAFEWAY / (PHOENIX)	20.27-	1	159	0.00	0.00	0.00	179.07	199.34
2005	SAFEWAY / (BELLEVUE)	5145.58	5	69	0.00	4612.88	299.01	233.69	0.00
1990	SAFEWAY / (NOR CAL-FREMONT)	69.90	1	41	0.00	69.90	0.00	0.00	0.00
1021	SAFEWAY / CARR GOTTSTEIN FOODS	64.80	1	100	0.00	0.00	0.00	64.80	0.00
2437	SAFEWAY / VON'S AP-WAREHOUSE	13248.28	7	120	5724.00	3682.57	0.00	3841.71	0.00
2011	SALADINO'S INC	4950.00	1	4	4950.00	0.00	0.00	0.00	0.00
2026	SAM'S CLUB DC's	52236.40	6	48	44499.84	1558.20	60.44	6117.92	0.00
2022	SAM'S CLUB (#66) EX CALIF	1558.20	1	42	0.00	1558.20	0.00	0.00	0.00
2041	SAVE MART SUPERMARKETS/ YOSEMITE	26245.00	2	18	26245.00	0.00	0.00	0.00	0.00
2062	SCHNUCK MARKETS INC	8386.00	1	42	0.00	8386.00	0.00	0.00	0.00
2088	SERVO FOODSERVICE	315.00	2	2	4410.00	0.00	0.00	0.00	4255.00
3001	SHAW'S CORPORATE	780.11	1	41	0.00	780.11	0.00	0.00	0.00
1989	SMART & FINAL FOODSERVICE (SS)	354.02	3	61	165.60	0.00	142.65	45.77	0.00
2208	STOCK POT INC	2006.40	2	30	1003.20	1003.20	0.00	0.00	0.00
2250	SUPER VALU STORES (PA)	7572.00	1	27	7572.00	0.00	0.00	0.00	0.00
2476	SUPER VALU STORES (SPOKANE)	485.36-	0		0.00	0.00	0.00	0.00	485.36
2261	SUPER VALU- MID WEST (HAZELWOOD)	1468.27	1	63	0.00	0.00	1468.27	0.00	0.00
2242	SUPERIOR FOODS	60.00-	0		0.00	0.00	0.00	0.00	60.00
2256	SUPHERB FARMS	126720.00	2	35	63360.00	63360.00	0.00	0.00	0.00
1435	SYSCO FOOD SERVICE-MODESTO-	2300.00	1	32	0.00	2300.00	0.00	0.00	0.00
169	SYSCO FOOD SERVICES OF S.F.	19544.52	3	23	19465.00	79.52	0.00	0.00	0.00
2272	SYSCO FOODSERVICE (KENT)	1732.50	1	3	1732.50	0.00	0.00	0.00	0.00
2314	THISTLE HUT (STAND)	1764.60	6	90	447.00	191.70	0.00	1125.90	0.00
1198	TONY'S FINE FOODS	13815.23	3	23	13750.00	65.23	0.00	0.00	0.00
2345	TRADER JOE'S INC.- EAST	11058.43	2	36	10841.60	216.83	0.00	0.00	0.00
1970	U S FOOD SERVICE-RENO DIV RYKOFF	1980.00	1	13	1980.00	0.00	0.00	0.00	0.00
1981	U S FOODSERVICE (OR -WA)	3784.20	2	86	3379.20	0.00	0.00	405.00	0.00
1978	U S FOODSERVICE INC (LA)	6672.60	3	34	2700.00	3888.00	84.60	0.00	0.00
493	UNIFIED WESTERN GROCERS	4040.36	3	87	0.00	2835.00	0.00	2376.17	1170.81
2404	VALLERO MERCANTILE	5905.00	1	18	5905.00	0.00	0.00	0.00	0.00
2440	WAKEFERN FOOD CORP (MARN)	4871.01	4	78	2336.40	0.00	500.00	2034.61	0.00
2470	WESTCAN BROKERS LTD	90.07	1	210	0.00	0.00	0.00	90.07	0.00
2483	WESTERN MIXERS	1944.00	1	32	0.00	1944.00	0.00	0.00	0.00
2521	WHITE ROSE (GROCERY)	1390.96	1	90	0.00	0.00	1390.96	0.00	0.00

Totals : 700259.19 72.0% 0- 30
 186611.98 19.2% 31- 60 #
 16247.62 1.7% 61- 90 ##
 68880.03 7.1% 91-Ovr ###
 Aged Total : 971998.82 * 57 Avg Days

RUN 2/26/2001 14:49

BANK REPORT A/R AGING 02/23/01
ARTICHOKE INDUSTRIES, INC dba CARA MIA FOODS

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<u>Cust</u>	<u>Name</u>	<u>Total Bal</u>	<u># of Inv</u>	<u>Avg Days</u>	<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-Ovr</u>	<u>Credits</u>
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Total Crdts: 13172.26 *

Grand Total: 958826.56 *

SCHEDULE IV

PATENTS TRADEMARKS AND OTHER INTELLECTUAL PROPERTY

Registration No.	Registration Date	Word Mark
0827948	April 25, 1967	CARA MIA
1474340	January 26, 1988	CARA MIA
1932970	November 7, 1995	CARA MIA
75461028 (serial number)	April 2, 1998 (filing date)	CARA BELLA
75853353 (serial number)	November 18, 1999 (filing date)	ARTICHETTA