

07-16-2001

Form PTO-1594
(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner

attached original documents or copy thereof.

1. Name of conveying party(ies): 7-9-01 101777496
Darigold, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Washington
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

Name: The CIT Group/Business Credit, Inc.
Internal Address: _____
Street Address: 300 South Grand Ave., 3rd Floor
City: Los Angeles State: CA ZIP: 90071
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 6/20/01

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/215,889; 76/178,163; 76/170,292;
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
2,115,732; 0,725,101;
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Geoghegan
Internal Address: Perkins Cole LLP
Street Address: 1201 Third Avenue, Suite 4800
City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved: **14**
7. Total fee (37 CFR 3.41):..... **\$ 365.00**
 Enclosed
 Authorized to be charged to deposit account
 Charge any additional fees/credit any overpayment to Deposit Account No. 50-0665
8. Deposit account number:
50-0665
(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.

Brian Geoghegan
Name of Person Signing

Signature

7/6/01
Date

Total number of pages comprising cover sheet, attachments and document: **19**

DO NOT DETACH THIS PORTION

07/16/2001 TD1A/ 00000036 76215889
40.00 DP
15.00 DP
55.00 DP
Main documents to be recorded with this cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RECORDATION FORM COVER SHEET, TRADEMARKS ONLY
CONTINUATION OF ITEM 4

4. (Continued)

A. Trademark Application No.(s);

76/170,291; 76/170,290; 76/036,182;
76/017,746; 76/015,377; 75/932,992; 75/932,991

B. Trademark Registration No.(s)

1,991,022; 2,113,842

**GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS
AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of June 20, 2001, by **Darigold, Inc.**, a Washington corporation, with its principal place of business at 635 Elliott Avenue W., Seattle, Washington 98119 (herein the "Company"), and **The CIT Group/Business Credit, Inc.**, a New York corporation, with offices at 300 South Grand Avenue, Third Floor, Los Angeles, California 90071, as agent (in such capacity, the "Agent") for certain lenders (the "Lenders") under the Financing Agreement (as defined below).

WITNESSETH:

WHEREAS, the Company, Darigold Farms, a Washington agricultural association, the Agent and the Lenders are parties to a certain Financing Agreement of even date herewith, as the same may be amended from time to time (herein the "Financing Agreement"), which Financing Agreement provides (i) for the Lenders to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to the Agent, on behalf of the Lenders, of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. Definitions

Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. Grant of Security Interest

To secure the payment of the "Obligations" (as defined in the Financing Agreement), the Company hereby grants to the Agent, on behalf of the Lenders, a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

- (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income,

royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party, subject to the terms of such agreements, which includes without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and

(v) All cash and non-cash proceeds of the foregoing.

3. Agent's and Lenders' Rights

Upon the occurrence of any Event of Default hereunder, the Agent, on behalf of the Lenders, shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. The Agent will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of the Agent upon the occurrence of any Event of Default hereunder, the Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to the Agent concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event the Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from the Agent to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the

foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by the Agent of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon the Agent or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon the Agent or any of the Lenders any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees

The Company will pay all filing fees with respect to the security interest created hereby which the Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. Representations and Warranties

The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Financing Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral.

6. Application of Proceeds

The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorney's fees and expenses and court costs, incurred by the Agent or the Lenders in connection with such sale and the exercise of the rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations in such order as the Agent may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

7. Defense of Claims

The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of the Agent therein. The Company agrees to reimburse the Agent and the Lenders for all costs and expenses incurred by them in defending any such action, claim or proceeding.

8. Rights Cumulative

This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that the Agent and the Lenders have under the Financing Agreement. The Company agrees to execute and deliver to the Agent (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. Construction and Invalidity

Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

10. CHOICE OF LAW

THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CITBC WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, THE AGENT, THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND THE AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.

11. Events of Default

Any of the following constitutes an Event of Default under this Agreement:

- (i) The Company fails to perform or observe any agreement, covenant or condition required under this Agreement;
- (ii) Any warranty or representation made by Company, in this Agreement shall be or becomes false or misleading in any material respect; or
- (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by the Agent.

12. Notices

The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give the Agent written notice in the manner provided in the Financing Agreement of:

- (i) any claim by a third party that the Company has infringed on the rights of a third party;
- (ii) any suspected infringement by a third party on the rights of the Company; or
- (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. Further Assurances

The Company will take any such action as the Agent may reasonably require to further confirm or protect the Agent's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to the Agent, on behalf of the Lenders, a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. Termination

This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder. Upon the Company's request, the Agent shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

15. Agent

(a) The Agent has been appointed to act as the Agent hereunder by the Lenders. The Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Intellectual Property Collateral), solely in accordance with this Agreement and the Financing Agreement.

(b) The Agent hereunder shall at all times be the same person or entity that is the Agent under the Financing Agreement. Written notice of resignation by the Agent pursuant to Section 14.9 of the Financing Agreement shall also constitute notice of resignation as the Agent under this Agreement; and appointment of a successor Agent pursuant to Section 14.9 of the Financing Agreement shall also constitute appointment of a successor Agent under this

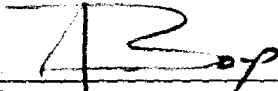
Agreement. Upon the acceptance of any appointment as the Agent under Section 14.9 of the Financing Agreement by a successor Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent under this Agreement, and the retiring Agent under this Agreement shall promptly (i) transfer to such successor Agent all sums, securities and other items of Intellectual Property Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Agent under this Agreement, and (ii) execute and deliver to such successor Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the security interests created hereunder, whereupon such retiring Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation hereunder as the Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Agent hereunder.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Company:


DARIGOLD, INC.,
a Washington corporation

By 
Stephen Boyd
Vice President, CFO and Treasurer

AGREED TO AND ACCEPTED
June 20, 2001.

Agent:

THE CIT GROUP/BUSINESS CREDIT, INC.
as Agent for Lenders

By 
Name: MICHAEL GARDNER
Title: VICE PRESIDENT

IRREVOCABLE POWER OF ATTORNEY

Darigold, Inc., with offices at 635 Elliott Avenue W., Seattle, Washington 98119, (hereinafter referred to as the "Company"), hereby grants to **The CIT Group/Business Credit, Inc.**, a New York corporation, with offices at 300 South Grand Avenue, Third Floor, Los Angeles, California 90071, as agent (in such capacity, the "Agent") for certain lenders (the "Lenders") under the Financing Agreement among the Company, **Darigold Farms**, a Washington agricultural association, the Agent and the Lenders (as now or hereafter amended, the "Financing Agreement"), the exclusive Irrevocable Power of Attorney to transfer to the Agent, the Lenders or to any designee of the Agent all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and the Agent including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company are outstanding under the Financing Agreement;

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by the Agent after the occurrence of an Event of Default under the Agreement; and

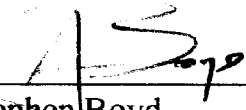
4. The Agent shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by the Agent of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of the Agent. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

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IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of June 20, 2001.

Company:

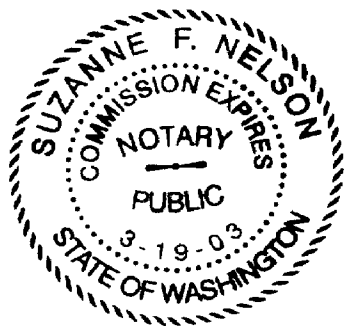
DARIGOLD, INC.,
a Washington corporation

By  _____
Stephen Boyd
Vice President, CFO and Treasurer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 26 day of June, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Stephen Boyd, to me known to be the person who signed as Vice President, CFO and Treasurer of DARIGOLD, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Suzanne F. Nelson
(Signature of Notary)

Suzanne F. Nelson
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Federal Way
My appointment expires: 3/19/03

SCHEDULE B
to Grant of Security Interest in Patents, Trademarks and Licenses
between Darigold, Inc.
and The CIT Group/Business Credit, Inc., as Agent to Lenders

U.S. TRADEMARKS

Title or Mark	Registration No.	Federal or State	Issue Date	Expiration Date
A Delicious Way to Live	12865	Idaho	1/29/90	1/29/10
	23976	Oregon	1/22/90	1/22/05
	19514	Washington	2/5/90	2/5/06
Alpine	019545-T112(6)	Montana	8/18/97	12/21/07
Alpine w/ mountain design	T/S 21296	Oregon	10/15/93	12/29/01
Alpine	T/S 31858	Oregon	9/9/97	9/9/02
Clover Valley	097655	California	7/12/76	6/14/2003
Cow's Head Caricature	2115732	Federal	11/25/97	11/25/07
Crater Lake	T 28831	Oregon	1/11/95	1/11/05
Creamy Classic	2507	Alaska	5/9/95	5/9/05
	024070	Washington	5/5/95	5/5/01 ¹
	14909	Idaho	5/10/95	5/10/05

¹ Although this trademark expired on May 5, 2001, the Washington Secretary of State is holding the trademark active in lieu of receiving samples of the trademark from marketing department of Darigold, Inc. Darigold, Inc. is in the process of filing a renewal of trademark.

Title or Mark	Registration No.	Federal or State	Issue Date	Expiration Date
Dari	1959	Washington	5/21/86	8/31/02
Darigold	0725101	Federal	12/12/61	12/12/01
Darigold	T26774	Oregon	6/1/31	2/9/03
	1960	Washington	1/9/21	8/31/02
	4090	Idaho	7/23/51	10/27/05
	16472-9914	Montana	7/24/51	8/24/01
	033531	Utah	6/7/82	2/10/03
	5009-9460	Indiana	5/15/89	5/15/09
	062351	Illinois	5/13/88	5/13/03
	872555	Nebraska	2/2/98	2/2/08
	M42-065	Michigan	7/12/88	7/12/08
	X13770	Minnesota	7/7/88	7/17/08
	TM12438	Ohio	6/24/88	6/24/08
	11082	Kansas	6/23/88	6/23/03
Dari-Lite	035631	Arizona	5/23/95	5/23/05
	2519	Alaska	5/2/95	5/2/05
	2320	Alaska	3/12/93	3/12/03
	042488	California	9/8/93	9/8/03
	13867	Idaho	2/5/93	2/5/03
	13457	Montana	2/22/93	2/22/03

Title or Mark	Registration No.	Federal or State	Issue Date	Expiration Date
DariSmart	2387	Alaska	5/24/94	5/24/04
	99312	California	8/24/94	8/24/04
	14445	Idaho	8/25/94	8/25/04
	17903-149(14)	Montana	5/12/94	5/12/04
Dari-X	1961	Washington	8/31/56	8/31/02
Great Expectations	14095	Idaho	8/27/93	8/27/03
	17508-143(8)	Montana	8/16/93	8/16/03
	022441	Washington	9/3/93	9/3/03
Home Dairies	1991022	Federal	8/6/96	8/6/06
Home Dairies	9984	Idaho	12/15/93	1/19/04
	9977	Idaho	12/15/93	1/12/04
Home Dairies w/ design	2451	Alaska	2/8/95	2/8/05
	100160	California	6/21/95	6/13/05
	9218	Idaho	12/28/81	12/28/01
	T18291-155(12)	Montana	3/15/95	3/15/05
	T 15710	Oregon	3/7/84	3/7/04
	035396	Utah	2/8/95	2/8/05
	024028	Washington	4/20/95	4/20/01
House Caricature Home Dairies	10875	Idaho	12/10/86	12/10/06
	7101	Idaho	12/28/81	1/10/02
	Vol.20, p.519	Nevada	12/12/86	12/12/01
Ida Gem	10817	Idaho	9/17/86	9/15/06

Title or Mark	Registration No.	Federal or State	Issue Date	Expiration Date
Medalist	104589	California	1/13/99	1/13/09
	16189	Idaho	12/14/98	12/14/08
	T 33003	Oregon	12/3/98	12/03/03
	027518	Washington	11/24/98	11/24/04
Mello	T005952	Montana	3/1/93	3/1/03
Purely Pacific	T 24443	Oregon	7/2/90	7/2/05
	021995	Washington	2/19/93	2/19/03
Red Boy	2113842	Federal	11/18/97	11/18/07
Red Boy	2346	Alaska	1/16/84	8/2/03
	71443	California	11/29/83	11/29/03
	160398	Hawaii	2/27/84	2/26/04
	9934	Idaho	11/28/83	11/28/03
	17582-90(22)	Montana	10/15/83	11/28/03
	T 15528	Oregon	11/25/83	11/25/03
	14215	Washington	4/25/83	4/22/03
	49614	Wyoming	11/28/83	11/28/03
Super Pops – Domestic	104157	California	8/25/98	8/25/08
	T32732	Oregon	8/21/98	8/21/03
	027243	Washington	8/14/98	8/14/04
Super Pops – International	351289	Mexico	10/20/98	10/20/08
Support Your Local Cow	15396	Washington	11/1/84	1/11/06

Title or Mark	Registration No.	Federal or State	Issue Date	Expiration Date
Trim TM	1602	Alaska	10/18/85	10/8/05
	4512	Idaho	11/18/54	10/27/05
	17261-138(50)	Montana	8/18/54	2/11/03
	T 8229	Oregon	7/28/54	7/28/04
	1965	Washington	12/5/50	8/31/02
Darigold & Design	119156	Costa Rica	3/23/00	3/23/10
	119163	Costa Rica	3/23/00	3/23/10
	103392	Domin. Rep.	3/30/99	3/30/09
	103126	Domin. Rep.	3/30/99	3/30/09
	1512-00	Ecuador	3/27/00	3/27/10
	00208	El Salvador	10/18/00	10/18/10
	237/1936	Hong Kong	7/31/96	7/31/06
	4378226	Japan	4/21/00	4/21/10
	1675827	Japan	4/20/00	4/20/04
	643216	Mexico	12/2/00	12/2/09
	202944	Mexico	6/22/94	6/22/04
	646896	Mexico	12/2/99	12/2/09
	643217	Mexico	12/2/99	12/2/09
	91136	Panama	11/20/97	11/20/07
	00064055, Cl. 30	Peru	2/9/00	6/14/10
00064090, Cl. 29	Peru	2/9/00	6/14/10	

Title or Mark	Registration No.	Federal or State	Issue Date	Expiration Date
Darigold	237/1936	Hong Kong	7/31/36	7/31/06
	1675827	Japan	4/20/84	4/20/04
	527224	Mexico	7/29/96	5/28/06
	659849	Mexico	2/3/94	2/3/04
	53491	Philippine	9/15/92	9/15/12
	1997-47527	South Korea	10/10/97	12/20/06
	793616	Taiwan	1/16/98	1/16/08

PENDING U.S. TRADEMARKS

Title or Mark	Status	Date Filed	Serial Number	Federal
Farmer Owned	Pending	2/26/01	76215889	U.S. Federal
Darigo	Pending	12/11/00	76178163	U.S. Federal
Local Cows Working Hard	Pending	11/20/00	76170292	U.S. Federal
Great White	Pending	11/20/00	76170291	U.S. Federal
Local Cows Working Hard	Pending	11/20/00	76170290	U.S. Federal
Purely Pacific	Published	4/27/00	76036182	U.S. Federal
Famous Fountain	Pending	3/20/00	76017746	U.S. Federal
Clover Valley	Pending	4/3/00	76015377	U.S. Federal
Chef's Choice	Pending	3/2/00	75932992	U.S. Federal
Darigold	Pending	3/2/00	75932991	U.S. Federal

Atty. Docket No.: 35779-0002 Date: 07/06/01

Atty: B. Geoghegan Applicant: The CIT Group/Business Credit, Inc.

App.Nos.: 76/215,889; 76/178,163; 76/170,292; 76/170,291; 76/170,290;
76/036,182; 76/017,746; 76/015,377; 75/932,992; 75/932,991

Reg Nos.: 2,115,732; 0,725,101; 1,991,022; 2,113,842

RECEIPT IS HEREBY ACKNOWLEDGED OF

Transmittal Letter

Recordation Form Cover Sheet/Grant of Security Interest in Patents,
Trademarks and Licenses

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