

8-16-01

08-22-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101819812

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

1. Name of conveying party(ies): 8-16-01
 INN ON THE CREEK FOODS, LLC
 1780 NORTH HIGHWAY 38
 BRIGHAM CITY, UTAH 84302

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LIMITED LIABILITY COMPANY

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

2. Name and address of receiving party(ies)
 Name: ZIONS FIRST NATIONAL BANK
 Internal Address: LSG 863-C
 Address:
 Street Address: 2460 SOUTH 3270 WEST
 City: WEST VALLEY CITY State: UT Zip: 84119

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
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: AUGUST 8, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
SERIAL NO. 76/081,570

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: ZIONS FIRST NATIONAL BANK
ATTN: MAREE L. LOADER
 Internal Address: 863-C LSG

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

08/22/2001 761A21 00000001 76081570
 01 FC:401 40.00 OP

Street Address: 2460 SOUTH 3270 WEST
WEST VALLEY CITY, UTAH 84119
 City: _____ State: _____ Zip: _____

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. INN ON THE CREEK FOODS, LLC, WHEATLAND FOOD GROUP, LLC MEMBER OF INN ON THE CREEK FOODS, LLC
KENT E. PERRY, MANAGER _____ 9/8/01
 Name of Person Signing _____ Signature _____ Date _____
OF WHEATLAND FOOD GROUP, LLC

7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK COLLATERAL ASSIGNMENT

This Trademark Collateral Assignment (this "Agreement") is made this 8TH day of August, 2001, between INN ON THE CREEK FOODS, LLC, whose mailing address is 1780 NORTH HIGHWAY 38, BRIGHAM CITY, UTAH 84302 ("Assignor") and ZIONS FIRST NATIONAL BANK ("Lender"), whose mailing address is 2460 SOUTH 3270 WEST, WEST VALLEY CITY, UTAH 84119.

WHEREAS, Assignor has executed and delivered a promissory note (the "Note") to Lender in the aggregate principal amount of TWO MILLION DOLLARS AND NO/100 \$2,000,000.00;

WHEREAS, to secure repayment of the Note and all other indebtedness of Assignor to Lender, however evidenced (collectively, "Indebtedness"), Assignor has agreed to assign to Lender certain trademark rights owned by Assignor.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. To secure the complete and timely satisfaction of all Indebtedness, Assignor hereby grants, assigns, and conveys to Lender the entire right, title, and interest of Assignor in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present, and future infringements, and all rights corresponding thereto throughout the world (collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

2. Assignor warrants and represents that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person.

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons.

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms.

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks.

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with Paragraph 2(g) above.

4. Assignor agrees that, until all Indebtedness shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before all Indebtedness shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of Paragraph 1 above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by Paragraphs 1 or 5 above.

7. Unless and until there shall have occurred and be continuing an event of default under the Note or any other document evidencing Indebtedness (collectively, the "Loan Documents"), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7 without the prior written consent of Lender.

8. If any event of default under the Loan Documents shall have occurred and be continuing, Assignor's license under the Trademarks as set forth in Paragraph 7 above, shall terminate forthwith and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale, or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting

from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of Indebtedness. Any remainder of the proceeds after payment in full of all Indebtedness shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any third party or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of all Indebtedness, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, or otherwise protecting, maintaining, or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of Indebtedness and shall bear interest at the highest rate prescribed in the Loan Documents.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until all Indebtedness shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. Assignor shall not abandon any Trademark without the consent of Lender, which consent shall not be unreasonably withheld;

12. Assignor shall have the right, with the consent of Lender, which shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs, and expenses, including legal fees, incurred by Lender in the fulfillment of the provisions of this Paragraph 12.

13. If the event of the occurrence of an event of default under the Loan Documents, Assignor hereby authorizes and empowers Lender to make, constitute, and appoint any officer or agent of Lender, as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers, and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or necessary for Lender to assign, pledge, convey, or otherwise transfer title in or dispose of the Trademarks to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees and costs, incurred by Lender in protecting, defending, and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power, or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and 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 clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Utah.

INN ON THE CREEK FOODS, LLC

WHEATLAND FOOD GROUP, LLC
MEMBER OF INN ON THE CREEK
FOODS, LLC

By: *Kent E. Perry*
KENT E. PERRY, MANAGER OF
WHEATLAND FOOD GROUP,
LLC

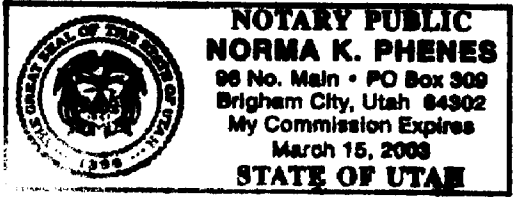
ZIONS FIRST NATIONAL BANK

By: *W. J. Jenkins*
Title: *Vice President*

STATE OF UTAH)
COUNTY OF *Cox Elder*)

On the *8th* day of *August*, 20*01*, personally appeared before me KENT E. PERRY, who being by me duly sworn did acknowledge that he/she executed the foregoing document in his/her capacity as MANAGER of WHEATLAND FOOD GROUP, LLC.

Norma K. Phenes
NOTARY PUBLIC
My commission expires: *03/15/03*

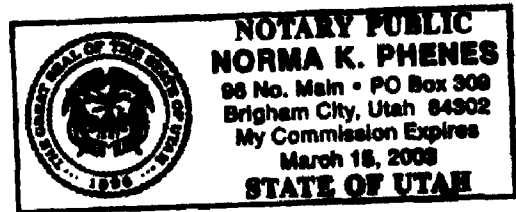


STATE OF UTAH)

COUNTY OF Box Elder)

On the 8th day of August, 2001, personally appeared before me Norma K. Phenes, who being by me duly sworn did acknowledge that he/she executed the foregoing document in his/her capacity as Officer of ZIONS FIRST NATIONAL BANK.

Norma K. Phenes
NOTARY PUBLIC
My commission expires: 03/15/03



SCHEDULE A

to Trademark Collateral Assignment dated AUGUST 8, 2001,
between INN ON THE CREEK and Zions First National Bank

<u>Application or Mark No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>
SERIAL NO. 76/081,570 INTERNATIONAL CLASS NUMBER 29	UNITED STATES	JUNE 30, 2000