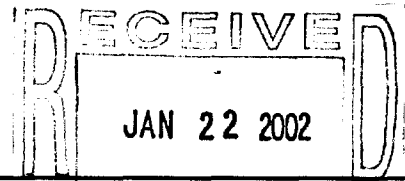


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EET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Nature's Best

- Individual(s) Association General Partnership Limited Partnership Corporation-State of California Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 30, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 55 South Lake Ave., #900

City: Pasadena State: CA Zip: 91101

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

Other National Banking Association

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) 75/609709

B. Trademark Registration No.(s) 1671265; 1676217; 2367622

Additional number(s) attached Yes No

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

Name: Margaret A. Boulware

Internal Address:

Street Address: Jenkins & Gilchrist P.C.

1100 Louisiana, Suite 1800

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed Any deficiencies are Authorized to be charged to deposit account

8. Deposit account number:

10-0447

(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.

Margaret A. Boulware

Name of Person Signing

Signature

Date

5

Total number of pages including cover sheet, attachments, and document:

02/04/2002 LMUELLER 00000048 75609709

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

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40.00 OP 75.00 OP

TRADEMARK REEL: 002435 FRAME: 0682

TRADEMARK AND TRADE NAME SECURITY AGREEMENT

WHEREAS, NATURE'S BEST, a California corporation, with its chief executive office at 105 South Puente Street, Brea, California 92821 (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, Debtor and BANK OF AMERICA, N.A., a national banking association, as Agent, having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 (herein referred to as "Secured Party"), have entered into a Credit Agreement (herein referred to as the "Loan Agreement"), of even date herewith, by which Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Debtor further covenants and warrants to Secured Party:

(a) that Debtor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;

(b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;

(c) that to its knowledge the validity of the trademarks and trade names has never been questioned;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder; and

(e) that the trademarks and trade names and all rights comprised in the trademarks and trade names shall not be licensed or assigned in any manner without prior permission from Secured Party.

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT LOS ANGELES, CALIFORNIA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF

THE STATE OF CALIFORNIA, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark and Trade Name Security Agreement as of this 30th day of May, 2001.

NATURE'S BEST

By: [Signature]
Name: Randle Lindberg
Title: President

BANK OF AMERICA, N.A.

By: [Signature]
Name: Stephen J. King
Title: Senior Vice President

THE STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Randle Lindberg, the President of Nature's Best, a California corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of May, 2001.

[S E A L]

My Commission Expires:

August 15, 2001

[Signature]
Notary Public in and for
the State of California



THE STATE OF CALIFORNIA §
§
COUNTY OF LOS ANGELES §

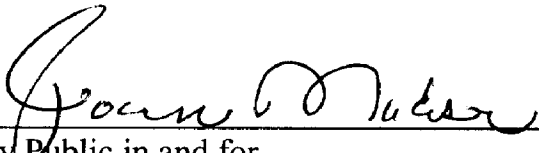
BEFORE ME, the undersigned Notary Public, on this day personally appeared STEPHEN J. KING, the SR VICE PRESIDENT of Bank of America, N.A., a national banking association, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of May, 2001.

[SEAL]

My Commission Expires:

August 15, 2001



Notary Public in and for
the State of California



Exhibit "A"

Trademarks

U.S. Trademarks		
<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Nature's Cuisine	75/548,998 2,367,622	9/08/98
Health Best	74/099,456 1,671,265	9/24/90
Healthbest	74/099,455 1,676,217	
Soy Power	75/609,709	12/21/99
Natures Best (Plus Design)	California State Reg.#: 48135	