

Form PTO-1594 **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 (Rev. 03/01) **TRADEMARKS ONLY** U.S. Patent and Trademark Office
 OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):
 allGoode Natural Foods & Beverages, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 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 March 28, 2002

2. Name and address of receiving party(ies)
 Name: The North American Nutrition & Agribusiness Fund, L.P.
 Internal Address:
 Street Address: 750 Battery Street, Suite 600
 City: San Francisco State: California Zip: 94111

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Delaware
 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

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

A. Trademark Application No.(s)
 76/101,104

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: Beth M. Goldman
 Heller Ehrman White & McAuliffe LLP

Internal Address: _____

Street Address: 333 Bush Street

City: San Francisco State: CA Zip: 94104-2878

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$615.00
 Enclosed

Authorized to be charged to deposit account

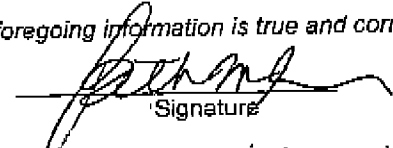
8. Deposit account number: 08-1645

(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.

Beth M. Goldman
 Name of Person Signing

 Signature

4/13/02
 Date

Total number of pages including cover sheet, attachments, and document: 12

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

SCHEDULE OF TWENTY-THREE (23) ADDITIONAL APPLICATION AND REGISTRATION NUMBERS FOR RECORDAL

Trademark Application No.		Trademark Registration No.
76/200,211		1,612,233
76/213,449		1,614,091
76/226,562		1,626,160
76/226,561		1,626,161
76/226,560		1,628,500
76/226,559		1,628,501
76/226,521		1,781,603
		2,362,041
		2,362,042
		2,362,043
		2,362,044
		2,362,045
		2,368,387
		2,507,096
		2,507,097
		2,534,159

CONFIRMATION AND GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This CONFIRMATION AND GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "*Agreement*") is made effective March 28, 2002 by allGoode Natural Foods & Beverages, Inc., a Delaware corporation ("*Grantor*"), with its principal place of business located at 5835 Hollister Avenue, Suite 211, Santa Barbara, California, in favor of The North American Nutrition & Agribusiness Fund, L.P., a Delaware limited partnership ("*Lender*" and "*Secured Party*").

BACKGROUND

WHEREAS, the Grantor and the Lender are parties to that certain Bridge Financing Agreement dated as of the date hereof (as amended, supplemented or restated, the "*Bridge Financing Agreement*"; capitalized terms are used herein as defined in the Bridge Financing Agreement unless otherwise defined herein);

WHEREAS, pursuant to the Bridge Financing Agreement and a certain Note issued by the Grantor pursuant to the Bridge Financing Agreement, the Grantor has pledged and granted to the Secured Party a security interest in the Collateral (as defined in the Bridge Financing Agreement);

WHEREAS, the Grantor has all right, title, and interest in the Collateral, including, without limitation, the Collateral shown on Schedules 1, 2 and 3 hereto, and the parties desire to record the Secured Party's security interest in certain of such Collateral relating to patents, patent applications, and registered and pending trademarks and trade names with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. *Grant of Security Interest.* The Grantor hereby grants to the Secured Party a security interest in any and all: (a) patents, patent rights, patent registrations and applications, patent licenses, claims, and rights against third parties to sue for past, present, or future infringement of any patents, and all corresponding and related rights throughout the world including, without limitation, those items set forth on Schedules 1, 2 and 3 (collectively, the "*Patents*"); (b) registered and pending trademarks and trade names of any type or kind whatsoever including, without limitation, those items set forth on Schedule 3 (collectively, "*Trademarks*" and "*Trade Names*" and, together with the Patents, the "*IP Collateral*"); and (c) all general intangibles for money due or to become due related to the IP Collateral, and all obligations related to the IP Collateral of any kind or nature, associated with or arising out of any of the IP Collateral and not otherwise

described above, and (d) all proceeds of the foregoing (a) through (c) above (collectively, (a) through (d) above being the "*Property*") and all interest, principal, royalties, license fees, rents, dividends, cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in exchange for the Property and, to the extent not otherwise deemed included, any and all payments under insurance to the Grantor (regardless of whether or not the Grantor or the Secured Party is loss payee), or any indemnity, warranty, or guaranty, payable by reasons of loss or damage to the Property, to secure the complete and timely satisfaction of all of the Grantor's Obligations.

2. ***Note and Security Agreement.*** The security interest granted hereby has been granted in conjunction with the security interest granted to the Secured Party under the secured promissory note issued pursuant to the Bridge Financing Agreement (the "*Note*"), which this Confirmation and Grant of Security Interest in Patents and Trademarks supplements. The Grantor hereby acknowledges that the Property is part of the Collateral, and the Secured Party shall have the rights and remedies with respect thereto provided in the Note and the other Transaction Documents and as further provided by law. The provisions, terms and conditions of the Note and such other Transaction Documents relating to or affecting the Property or the Secured Party's security interest therein are incorporated herein by reference as though fully set forth herein. In the event of any inconsistency between any of the Bridge Financing Agreement and Note, on the one hand, and this Agreement, on the other hand, the terms of the former shall control over the provisions of this Agreement.

3. ***Confirmation of Security Interest.*** The Grantor hereby confirms that, pursuant to the Note, the Grantor has granted to the Secured Party a continuing security interest in and to the Collateral.

4. ***Perfection and Protection of Security Interest.*** The Grantor shall, at its expense, perform all steps reasonably requested by the Lender at any time to perfect, maintain, protect and enforce the Lender's security interest, including executing and filing financing or continuation statements, and amendments thereof (the "*Financing Agreement*"), in form and substance reasonably satisfactory to the Lender. From time to time, the Grantor shall, upon the Lender's request, execute and deliver confirmatory written instruments pledging to the Lender, for the benefit of the Lender, the Collateral, but the Grantor's failure to do so shall not affect or limit any security interest or any other rights of the Lender in and to the Collateral with respect to the Grantor. So long as the Financing Agreement is in effect and until all obligations under the Bridge Financing Agreement have been fully satisfied, the Lender's Security Interest shall continue in full force and effect in all the Collateral. Once all of the Grantor's obligations under the Bridge Financing Agreement and the Note have been fully satisfied, the Lender shall execute and deliver confirmatory written documents releasing the security interest in the

Collateral. The Lender shall cooperate reasonably with the Grantor in connection with all of the foregoing.

5. *Representations, Warranties, and Covenants.* The Grantor hereby confirms, reaffirms and acknowledges each of the representations, warranties, and covenants made by the Grantor in respect of the Collateral in the Bridge Financing Agreement.

6. *Notice.* The Grantor shall notify the Lender promptly if it knows that any application or registration that it has filed relating to any patent or trademark (now or hereafter existing) is likely to be abandoned, or if it knows of any adverse determination by a court of law or administrative agency (including the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Grantor's ownership of any patent or trademark, its right to register the same, or to keep and maintain the same. In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantor shall notify the Lender promptly.

7. *Further Acts.* The Grantor agrees, now and during the term of this Agreement, to do all acts the Secured Party may reasonable deem necessary or proper to carry out the intent and purpose of this Agreement, and to protect the security interest of the Secured Party in the Property and the Collateral, including taking all actions necessary in the Grantor's reasonable commercial judgment to maintain and pursue each application owned by the Grantor for the registration of any patent or trademark, to obtain relevant registration and to maintain any registration of such patents and trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings, unless the Grantor shall determine that such patent or trademark is not material to the conduct of its business. In the event that any Collateral is infringed upon or misappropriated by a third party, the Grantor shall, unless it shall reasonably determine that such Collateral is not material to the conduct of its business or operations, address such infringement, which may include bringing a lawsuit for infringement, misappropriation or dilution, and shall take such other actions as the Lender shall reasonably deem appropriate under the circumstances to protect such Collateral.

8. *Grant of License to Use the IP Collateral.* For the purpose of enabling the Lender to exercise rights and remedies hereunder at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to the Lender, for the benefit of the Lender, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantor), to the extent permitted under the applicable agreement, to use, license or sublicense any Property now owned or hereafter acquired by the Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or

stored and to all computer software and programs used for the compilation or printout thereof. The Lender agrees that it shall not use the license to use, license or sublicense granted pursuant to the immediately preceding sentence, other than after the occurrence and during the continuance of an Event of Default (as defined in the Note) and that the license granted hereunder shall terminate once all of the Grantor's obligations under the Bridge Financing Agreement and Note have been fully satisfied.

9. *Information.* Those parties desiring additional information regarding the Secured Party's security interest in the Property may contact:

The North American Nutrition & Agribusiness Fund, L.P.
c/o Bay City Capital LLC
750 Battery Street, Suite 600
San Francisco, California 94111
Attn: Lori Robson

10. *Execution in Counterparts.* This Agreement may be signed in any number of counterparts, and by different parties hereto in separate counterparts, including a facsimile with the same effect as if the signatures to each such counterpart were upon a single instrument. All counterparts shall be deemed an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

ALLGOODE NATURAL FOODS & BEVERAGES, INC., a Delaware corporation

By: [Signature]
Name: SIRON GOODE
Title: CEO

SECURED PARTY:

THE NORTH AMERICAN NUTRITION & AGRIBUSINESS FUND, L.P., a Delaware limited partnership

By: NANA MANAGEMENT, L.P.
Its: General Partner

By: BAY CITY CAPITAL LLC
Its: Advisor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

ALLGOODE NATURAL FOODS & BEVERAGES, INC., a Delaware corporation

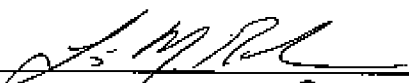
By: _____
Name: _____
Title: _____

SECURED PARTY:

THE NORTH AMERICAN NUTRITION & AGRIBUSINESS FUND, L.P., a Delaware limited partnership

By: NANA MANAGEMENT, L.P.
Its: General Partner

By: BAY CITY CAPITAL LLC
Its: Advisor

By: 
Name: LORI M. ROBSON
Title: PRINCIPAL

SCHEDULE 1
UNITED STATES PATENTS




Patent No.	Issue Date	Title
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SCHEDULE 2
UNITED STATES PATENT APPLICATIONS

App. No.	Filing Date	Title
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SCHEDULE 3
TRADEMARKS AND TRADE NAMES

APPLICATIONS

Serial No.	Filing Date	Mark
76/101,104	August 2, 2000	ALLGOODE
76/200,211	January 26, 2001	SOBRIETEA
76/213,449	February 21, 2001	MORNING MAJESTEA
76/226,562	March 16, 2001	Simon Head Design 
76/226,561	March 16, 2001	Peeking Simon Design 
76/226,560	March 16, 2001	ALLGOODE ORGANICS Plus Design 
76/226,559	March 16, 2001	GOOD FOR THE PEOPLE. GOOD FOR THE PLANET.

REGISTRATIONS

Reg. No.	Reg. Date	Mark
1,612,233	September 4, 1990	MATERNITEA
1,614,091	September 18, 1990	UNITEA HERBS
1,626,160	December 4, 1990	SENSUALITEA
1,626,161	December 4, 1990	SERENITEA
1,628,500	December 18, 1990	DIGESTABILITEA
1,628,501	December 18, 1990	MENTAL CLARITEA
1,781,603	July 13, 1993	IMMUNITEA
2,362,041	June 27, 2000	FESTIVITEA
2,362,042	June 27, 2000	ELECTRICITEA
2,362,043	June 27, 2000	FEMININTEA
2,362,044	June 27, 2000	LEVITEA
2,362,045	June 27, 2000	PURITEA
2,368,387	July 18, 2000	LONGEVITEA

REGISTRATIONS (cont.)		
2,507,096	November 13, 2001	Peeking Simon Design 
2,507,097	November 13, 2001	Simon Head Design 
2,534,159	January 29, 2002	ALLGOODE ORGANICS Plus Design 
76/226,521	March 12, 2001	GOOD FOR THE PEOPLE. GOOD FOR THE PLANET.

TRADE NAMES

allGoode Natural Foods & Beverages, Inc.

TRADEMARK

REEL: 002440 FRAME: 0155