

Tab settings



To the Honorable Commissioner of Patent

102028284

and original documents or copy thereof.

1. Name of conveying party(ies):

SunRich, Inc.

3-22-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 15, 2002

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State IL
- 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 patent number(s):

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

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

**RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
125.00 DP

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.

Gregory T. Pealer
Name of Person Signing

Signature

3/19/2002
Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 002466 FRAME: 0762

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED/PENDING FEDERAL TRADEMARKS**

MARK	SERIAL/REG. NO.	FILING/REG. DATE	STATUS
Sunrich	2,445,696	04/24/2001	Registered
First Light Foods and Design	2,094,518	09/09/1997	Registered
Soy-Um and Design	2,090,523	08/26/1997	Registered
Rice Magic and Design	2,086,944	08/12/1997	Registered
Rice Um	2,164,742	06/09/1998	Registered
Sweet Blend	78,099,158	12/19/2001	Pending

TRADEMARK COLLATERAL AGREEMENT

This 15th day of March, 2002, SunRich, Inc., a Minnesota corporation ("Debtor") with its principal place of business and mailing address at 3824 Southwest 93rd Street, Hope, Minnesota 56046, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

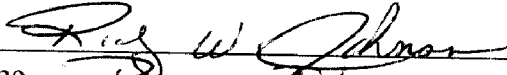
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TRADEMARK
REEL: 002466 FRAME: 0764

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SUNRICH, INC.

By 
Name Rickey W. Johnson
Title Secretary

HARRIS TRUST AND SAVINGS BANK

By _____
Name _____
Title _____


trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SUNRICH, INC.

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK

By  _____
Name MICHAEL L. LOUGEE
Title VICE PRESIDENT

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.