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MARKS ONLY

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Form PTO-1594
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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): 5-1-02
Gerawan Farming, Inc., a
California corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: U S Bank National Association
Internal
Address: Food & Agribusiness Group
Street Address: 950 17th St., Ste. 350
City: Denver State: CO Zip: 80202
 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

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) Nos. 1441378
and 1585993
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed:
Name: Michael D. Killin
Internal Address: Campbell Bohn Killin
Brittan & Ray, LLC
Street Address: 270 St. Paul Street
Suite 200
City: Denver State: CO Zip: 80206

6. Total number of applications and
registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.
Michael D. Killin
Name of Person Signing

Michael D. Killin
Signature
4/26/2002
Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/20/2002 6TON11 00000210 1441378
01 FC:401
02 FC:482
40.00 DP
25.00 DP

NO. 343 P. 2/5

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REILLY FIRM TRADEMARK
REEL: 002510 FRAME: 0310

SECURITY AGREEMENT

Dated April 1, 2002

Debtor:

Name: **Gerawan Farming Inc., a California corporation**

Business Address: 15749 E. Ventura, Sanger, California, 93657

Secured Party:

Name: **U.S. Bank National Association, a national banking association ("U.S. Bank")**

Address: 950 Seventeenth Street, Suite 350, Denver, Colorado 80202

RECITALS

1. Debtor has, with other co-borrowers, entered into a Loan and Security Agreement with U.S. Bank, dated April 1, 2002 (as amended, modified, supplemented, renewed or restated from time to time, the "**Loan Agreement**"), the terms of which are incorporated herein by reference.

2. To secure repayment of the Liabilities (as defined in the Loan Agreement), Debtor granted to U.S. Bank a security interest in, among other things, General Intangibles, which, includes, among other things, inventions, designs, patents, patent applications, and trademarks ("**Collateral**").

3. Debtor is the owner of two trademarks, which are registered with the United States Patent and Trademark Office, as follows: a trademark for "Prima" (registration number is 1441378) and "Prima Sweet Personally Selected" (registration number 1585993), copies of both marks are attached hereto and incorporated herein as **Exhibit A** ("**Registered Trademarks**").

NOW THEREFORE, Debtor and U.S. Bank agree:

1. As governed by, and pursuant to, the terms and conditions of the Loan Agreement, from and after the date of this Security Agreement, Debtor hereby grants to U.S. Bank, and U.S. Bank shall have, a continuing security interest in the Registered Trademarks.

2. Debtor hereby authorizes U.S. Bank to cause this Security Agreement to be recorded with the United States Patent and Trademark Office.


The undersigned acknowledges receipt and approval of a copy of this Security Agreement on the date as first written above.

Debtor: **Gerawan Farming Inc.**, a
California corporation



By: Daniel J. Gerawan
Its: President

Secured Party: **U.S. Bank National
Association**, a national banking
association



By: Kathi Hatch
Its: Assistant Vice President

**EXHIBIT A
To
Security Agreement**

Trademarks

Attached