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09-09-2002

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



102215707

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):  
National Harvest, LLC

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: Brookwood Capital, L.L.C.  
Internal Address: \_\_\_\_\_  
Street Address: 9 Brookwood Road  
City: St. Louis State: MO Zip: 63131

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company

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 See Exhibit B       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 23, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) See Exhibit A

B. Trademark Registration No.(s) See Exhibit A

Additional number(s) attached  Yes  No See Exhibit A

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

Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Street Address: 168 North Meramec  
Suite 400  
City: St. Louis State: MO Zip: 63105

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

FINANCE SECTION  
M 8 52

DO NOT USE THIS SPACE

9. Signature:  
John Mueller, Manager  
Name of Person Signing

Signature

\_\_\_\_\_  
Date

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

09/06/2002 DBYRNE 00000211 2580266

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

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

TRADEMARK  
REEL: 002577 FRAME: 0523

**EXHIBIT A**

**Trademarks:**

	Word Mark	Registration Date	Registration Number
1.	NATIONAL HARVEST	June 11, 2002	2580266

**Applications for Trademarks:**

	Word Mark	Filing Date	Serial Number
1.	SUPER STUFFERS	March 12, 2001	76222996
2.	LOAD-IT	August 31, 2001	76307548
3.	FULLY LOADED	October 29, 2001	76331165
4.	BAKERS	July 1, 2002	76428812

**SECURITY AGREEMENT**

National Harvest, LLC ("Debtor"), a Kansas limited liability company, for valuable consideration, the receipt of which is acknowledged, pursuant to the terms of this Security Agreement ("Agreement") grants to Brookwood Capital, L.L.C., a Missouri limited liability company (the "Secured Party"), a security interest in the Collateral (as described in Paragraph 1, below) to secure payment of Debtor's Obligations (as described in Paragraph 2, below), as of the 23rd day of August, 2002 ("Effective Date").

1) **Description of Collateral.** The property covered by this Agreement (collectively referred to as the "Collateral") is all of that property of the Debtor described on Exhibit A attached to this Agreement, which is by this reference fully incorporated into this Agreement, and the proceeds thereof.

2) **Description of the Obligations.** The security interest created, granted and agreed to in this Agreement is intended to and shall secure payment or performance by Debtor of all of its obligations to Secured Party, whether existing on the Effective Date or arising in the future, including, but not limited to, the obligation to pay "principal" and "interest" to the Secured Party, as such terms are defined in that certain Subordinated Promissory Note (the "Note"), in the principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), of even date herewith by Debtor as the maker in favor of Secured Party, which is by this reference fully incorporated into this Agreement, and all extensions, renewals or modifications of the Note (the "Obligations" or "Obligations").

3) **Representations, Warranties and Covenants of Debtor.** Debtor represents, warrants, covenants and agrees, that except as set forth on Exhibit B attached to this Agreement, which is by this reference fully incorporated into this Agreement, as follows:

A. Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance.

B. That no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office, and that at the request of the Secured Party, Debtor shall join Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code of the State or States in which the Collateral or the Debtor is situated, or organized, as the case may be, in a form satisfactory to Secured Party.

C. That the Collateral shall be kept at Debtor's principal place of business, 912 Baltimore, Suite 420, Kansas City, MO 64105, or at such other place of business as it is currently being utilized by Debtor, as the case may be.

D. That Debtor shall keep the Collateral free from any adverse lien, security interest or encumbrance and shall not waste or destroy the Collateral or any part thereof.

E. That Debtor shall not sell, assign, transfer or convey any of the Collateral outside the ordinary course of business, without the prior written consent of the Secured Party.

F. The Debtor shall execute any and all UCC financing statements and all other documents necessary to perfect the Secured Party's interest in the Collateral, with any and all states or federal offices which may require such a filing to perfect such an interest, and any and all continuation statements necessary to continue such perfection until Debtor has satisfied its Obligations in full.

4) Representations, Warranties and Covenants of the Secured Party. The Secured Party represents, warrants, covenants and agrees as follows: That the Note is expressly subordinated to the prior payment in full of the "Senior Debt," as that term is defined in the Note, and all indebtedness of Debtor to Plaza Belmont, LLC (limited, in the case of Plaza Belmont, LLC, to indebtedness as of the date of this Agreement), and that the security interest granted herein is subordinate to security interests and liens granted with respect to such debt. The Secured Party further represents, warrants, covenants and agrees that, if an event of default exists and is continuing under Paragraph 5 below, and the Senior Debt and all indebtedness of Debtor to Plaza Belmont, LLC, has not been paid in full, the Secured Party shall not to take any action to obtain any payment or distribution of any kind or character with respect to the Obligations or to otherwise enforce any rights or remedies with respect to the Collateral (including any right to sue the Debtor or to file or participate in the filing of a bankruptcy or similar petition, or to accelerate the scheduled maturity of the Obligations) for a period of ninety (90) days.

5) Default. In the event: (a) the Debtor breaches any covenant, warranty, representation or condition under this Agreement which it fails to cure within thirty (30) days following notice; or (b) any voluntary petition by, or involuntary petition against, the Debtor shall be filed under any chapter of the Federal Bankruptcy Act, or any proceeding involving the Debtor shall be instituted under any other law relating to the relief of debtors, and any of the foregoing shall not be discharged, dismissed or discontinued within sixty (60) days; or (c) the Debtor shall make any assignment for the benefit of creditors; or (d) the Debtor defaults under the Note; or (e) there shall be a dissolution or liquidation of the Debtor or the sale of a majority of the business of the Debtor in any form, including, but not limited to, a sale of stock or asset sale, merger, or reorganization; then the Debtor shall be considered in default under this Agreement.

6) Rights and Remedies of Secured Party Upon Default. Subject to the limitations set forth in Paragraph 4, above, Secured Party shall, in the event of a default under this Security Agreement, have the remedies of a secured party under the Uniform Commercial Code of Missouri, as it may be amended from time to time (the "Code"), including but not limited to the following:

A. At its election, upon five (5) days written notice of such election, declare the Obligations secured by this Security Agreement immediately due and payable.

B. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party shall give Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid,

to the address of Debtor's principal place of business, not less than fifteen (15) days before the time of the sale or disposition. Secured Party may be a purchaser at any sale. The Secured Party may sell or cause to be sold in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, the property described in this Agreement.

7) Amendment. No agreement unless in writing and signed by the Secured Party and Debtor shall be effective to change or modify or to discharge in whole or in part this Agreement.

8) Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to Debtor at its principal place of business or addressed to Secured Party at its mailing address of 9 Brookwood Road, St. Louis, MO 63131, as the case may be.

9) Applicable Law. This Agreement is entered into pursuant to the provisions of the Code. This Agreement, all transactions assignments and transfers under this Agreement, and all the rights of the parties shall be governed as to validity, construction, enforcement and in all other respects by the laws of the State of Missouri.

10) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Debtor and Secured Party and their respective successors and assigns.

11) Duration of Security Interest. This Agreement and the security interest granted by this Agreement shall automatically terminate upon the discharge of Debtor's Obligations in full, to the satisfaction of Secured Party.

12) Severability. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms of this Agreement shall in no way be affected thereby.

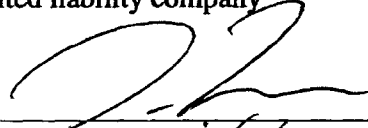
13) Consent to License. The Secured Party hereby consents to any and all future licensing of any of the Marks included in the Collateral by the Debtor from time to time, in the ordinary course of the Debtor's business, with no further action being required to be taken by the Secured Party. Notwithstanding any such license, the Marks shall remain subject to the prior lien created by this Agreement in all respects.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be executed on and as of the date first above written.

**DEBTOR:**

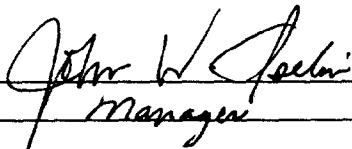
NATIONAL HARVEST, LLC, a Kansas  
limited liability company

By:   
Title: President

Dated: August 23, 2002

**SECURED PARTY:**

BROOKWOOD CAPITAL, L.L.C., a Missouri  
limited liability company

By:   
Title: Manager

Dated: August 23, 2002

## EXHIBIT A

TO SECURITY AGREEMENT BETWEEN  
NATIONAL HARVEST, LLC, DEBTOR, AND  
BROOKWOOD CAPITAL, L.L.C., SECURED PARTY  
DATED AUGUST 23, 2002

Any and all assets of Debtor whether tangible or intangible, personal, real or mixed, of whatever kind, now existing or hereafter acquired, and proceeds thereof, including, but not limited to, the following:

1. Equipment. All presently owned and hereafter acquired general tangibles, goods, machines, machinery, equipment, vehicles, furniture, furnishings, fixtures, and other tangible personal property.

2. Work In Process. All work in process in all of its forms, wherever located, now owned or hereafter acquired including, without limitation, all finished goods and inventory used or consumed in connection with the Debtor's business. The Secured Party's security interest shall continue through all stages of work in process and will attach to all monies, products, receivables and related contracts and other proceeds resulting from the sale or other disposition thereof.

3. Receivables and Related Contracts. All accounts, accounts receivable, contract rights, loans and property pledged under such loans, chattel paper, drafts, acceptances, instruments, promissory notes and other evidences of indebtedness.

4. General Intangibles. All presently owned and hereafter acquired worldwide rights, title and interest in, to and under Debtor's federal and state patents, trademarks (including, but not limited to, the trademarks listed on the attached Exhibit A-1), service marks, patent, trademark and service registrations, all applications to register patents, trademarks and service marks, and all common law rights therein (collectively, the "Marks"), and all goodwill associated therewith, and all of the goodwill associated with the business symbolized by such patents, trademarks and service marks, and all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

**EXHIBIT A-1**

**Trademarks:**

	<b>Word Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
1.	NATIONAL HARVEST	June 11, 2002	2580266

**Applications for Trademarks:**

	<b>Word Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>
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2.	LOAD-IT	August 31, 2001	76307548
3.	FULLY LOADED	October 29, 2001	76331165
4.	BAKERS	July 1, 2002	76428812

**Applications for Patents:**

<b>Application Number</b>	<b>Filing Date</b>	<b>Title</b>
60/382,645	May 23, 2002	Method for pasteurizing imitation cheese while maintaining shredded or diced appearance with a flavor profile consisting of sour cream, cheese, bacon and butter



**EXHIBIT B**

**TO SECURITY AGREEMENT BETWEEN  
NATIONAL HARVEST, LLC, DEBTOR, AND  
BROOKWOOD CAPITAL, L.L.C., SECURED PARTY  
DATED AUGUST 23, 2002**

Plaza Belmont Management Group LLC or Plaza Belmont, LLC has a lien on all machinery and equipment, furniture and fixtures, inventory and all present and future accounts receivable, proceeds arising therefrom, chattel paper, contracts rights and general intangibles, however evidenced or acquired, now owned, purchased with loan proceeds and hereafter acquired, and all additions and accessions thereto, pursuant to a UCC Financing Statement filed on May 29, 2002, with the Kansas Secretary of State.