10/17/02

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

10-17-2002

102252079

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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):
   Big Valley Marketing Corporation

   10-17-02

   ☐ 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: Harris Trust and Savings Bank, as Agent
   Internal Address:
   Street Address: 111 West Monroe Street
   City: Chicago State: IL ZIP: 60603

   ☐ Individual(s) citizenship
   ☐ Association
   ☐ General Partnership
   ☐ Limited Partnership
   ☐ Corporation-State
   ☒ Other an Illinois banking corporation

   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 Trademark Collateral Agreement

   Execution Date: September 27, 2002

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

   A. Trademark Application No.(s)
   See Schedule A-1 attached hereto.

   B. Trademark Registration No.(s)
   See Schedule A-1 attached hereto

   Additional numbers attached? ☐ Yes ☒ No

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

   FEDERAL RESEARCH
   1030 Fifteenth Street, NW, Suite 920
   Washington, DC 20005

   City: State: ZIP:

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....$ 115 cb
   ☐ Enclosed
   ☐ Authorized to be charged to deposit account

8. Deposit account number:

   (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.

   Elizabeth A. Szklarz — Name of Person Signing
   Elizabeth A. Szklarz — Signature
   October 14, 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

1337102
10/18/2002 GTON11 00000032 1935503
01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Big Valley	1093909	6/20/78
Big Valley	1120142	6/12/79
Big Valley & Design (two mountains)	1093910	6/20/78
Cup-A-Fruit	1815560	1/4/94

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	NONE	

COMMON LAW MARKS AND TRADE NAMES

NONE

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

NONE

REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

NONE

TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2002, Big Valley Marketing Corporation, a California corporation (*"Debtor"*) with its principal place of business and mailing address at 7916 West Bellevue Road, Atwater, California 95301, 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 banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for itself and certain other lenders, 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 Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified or restated from time to time (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 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.

BIG VALLEY MARKETING CORPORATION

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By _____
Name _____
Title _____

TRADEMARK
REEL: 002599 FRAME: 0502

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 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.

BIG VALLEY MARKETING CORPORATION

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By _____
Name William J. Kane
Title Vice President

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE