

11-15-2002

EET

.Y

Docket No.:

06497.974

Tab settings



To the Honorable Commissioner of Patents

102282282

attached original documents or copy thereof.

1. Name of conveying party(ies):

G&G Specialty Foods, Inc.
322 Bellevue Avenue
Santa Rosa, CA 95407

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

11-702

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

Execution Date: October 1, 2002

2. Name and address of receiving party(ies):

Name: Comerica Bank-California

Internal Address:

Street Address: 333 West Santa Clara Street

City: San Jose State: CA ZIP: 95113

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State a California banking corporation
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

78/060422
78/060426

B. Trademark Registration No.(s)

2,011,781	2,314,764	2,132,702
2,140,799	1,804,647	2,578,708
2,144,520	1,940,886	

Additional numbers Yes No

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

Name: Charlotte Carberry, Legal Assistant

Internal Address:

Street Address: Manatt, Phelps & Phillips, LLP

1001 Page Mill Road, Building 2

City: Palo Alto State: CA ZIP: 94304

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

10

7. Total fee (37 CFR 3.41):.....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1847

RECORDS SECTION
NOV 15 9 13 AM '02

11/15/2002 GTOW11 0000020 501847 78060422

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH
02 FC:8522 225.00 CH

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.

Francis X. Ferrer, Esq.

Name of Person Signing

Signature

November 7, 2002

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 2617 FRAME: 0710

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "**Agreement**") is made as of October 1, 2002 **G&G SPECIALTY FOODS, INC.**, a California corporation (the "**Borrower**"), whose address is 322 Bellevue Avenue, Santa Rosa, California 95407 and **COMERICA BANK-CALIFORNIA**, a California banking corporation (the "**Bank**") whose address is 333 West Santa Clara Street, San Jose, California 95113.

RECITALS

WHEREAS, to secure the due and punctual payment and performance when due of all amounts and other obligations to be paid or performed by Borrower under that certain Reimbursement Agreement dated the date hereof by and between and Bank (the "**Reimbursement Agreement**"), Borrower has executed that certain Security Agreement by Borrower in favor of Bank (the "**Security Agreement**"); and

WHEREAS, pursuant to the terms of the Security Agreement, Borrower has agreed to grant a security interest in the Intellectual Property Collateral (as defined below) under this Agreement; and

WHEREAS, it is a condition precedent to the execution of the Reimbursement Agreement that Borrower shall have granted the security interests contemplated by this Agreement and Borrower desires to grant such security interests in order to induce Bank to issue the Letter of Credit (as defined in the Reimbursement Agreement) under the Reimbursement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and in order to induce Bank to issue the Letter of Credit, Borrower hereby agrees with Bank as follows:

1. **Definitions.** Terms defined in the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Security Agreement. All terms used herein which are defined in Division 1 or Division 9 of the UCC (as defined below) ; *provided, however*, that if a term is defined in Division 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Division 9.

2. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of the Secured Obligations, and all of Borrower's present or future indebtedness, obligations and liabilities to Bank,

Borrower hereby grants a security interest and mortgage to Bank, as security, in and to Borrower's entire right, title and interest in, to and under the following (all of which shall collectively be called the "**Intellectual Property Collateral**"):

2.1 Any and all copyright rights, copyright applications, copyright licenses, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2.2 Any and all trade secrets, proprietary information, customer lists, manufacturing techniques, formulas, product formulations, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

2.3 Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

2.4 All patents, patent licenses, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

2.5 Any trademark license, trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

2.6 Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

2.7 All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

2.8 All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

2.9 All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. **Authorization and Request.** Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

4. **Covenants and Warranties.** Borrower represents, warrants, covenants and agrees as follows:

4.1 Borrower is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business;

4.2 Performance of this Agreement does not conflict with or result in a breach of any agreement to which Borrower is party or by which Borrower is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

4.3 During the term of this Agreement, Borrower will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower in the ordinary course of business, or as set forth in this Agreement;

4.4 Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

4.5 Borrower shall deliver to Bank within thirty (30) days of the last day of each month, a report signed by Borrower, in form reasonably acceptable to Bank, listing any applications or registrations that Borrower has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Borrower shall promptly advise Bank of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark, Patent or Copyright not specified in this Agreement;

4.6 Borrower shall (a) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (b) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected; and (c) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Borrower determines that reasonable business practices suggest that abandonment is appropriate;

4.7 Upon the reasonable request of Bank, Borrower shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Borrower shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Borrower from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Borrower shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;.

4.8 This Agreement creates, and in the case of after acquired Intellectual Property Collateral, this Agreement will create at the time Borrower first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Guaranty upon making the filings referred to below;

4.9 Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower in the U.S.; or (b) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

4.10 All information heretofore, herein or hereafter supplied to Bank by or on behalf of Borrower with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

4.11 Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Borrower shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired

under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Borrower is required, in its commercially reasonable judgment to accept such provisions; and

4.12 Upon any executive officer of Borrower obtaining knowledge thereof, Borrower will promptly notify Bank in writing of any event that materially adversely affects the value of any of the Intellectual Property Collateral, the ability of Borrower to dispose of any Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. ***Infringement.*** Borrower agrees that if any Person shall do or perform any acts which Bank reasonably believes constitutes an infringement of any Intellectual Property Collateral, or violate or infringe any right of Borrower or Bank therein or if any Person shall do or perform any acts which Bank believes constitutes an unauthorized or unlawful use thereof, then and in any such event, Bank may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Bank may take such steps or institute such suits or proceedings in its own name or in the name of Borrower or in the names of the parties jointly. Bank hereby agrees to give Borrower notice of any steps taken, or any suits or proceedings instituted, by Bank pursuant to this paragraph.

6. ***Security Interest.*** This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Borrower does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Intellectual Property Collateral made and granted hereby are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

7. ***Bank's Rights.*** Bank shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Agreement to take but which Borrower fails to take, after fifteen (15) days' notice to Borrower. Borrower shall reimburse and indemnify Bank for all reasonable costs and expenses incurred in the reasonable exercise of its rights under this Section 7.

8. ***Further Assurances; Attorney in Fact.***

8.1 On a continuing basis, Borrower will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

8.2 Borrower hereby irrevocably appoints Bank as Borrower's attorney in fact, with full authority in the place and stead of Borrower and in the name of Borrower, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including:

8.2.1 To modify, in its sole discretion, this Agreement without first obtaining Borrower's approval of or signature to such modification, by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Borrower no longer has or claims any right, title or interest;

8.2.2 To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Borrower where permitted by law; and

8.2.3 After the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

9. *Events of Default.* The occurrence of any of the following shall constitute an Event of Default under this Agreement:

9.1 An Event of Default occurs under the Security Agreement; or

9.2 Borrower breaches any warranty or agreement made by Borrower in this Agreement and, as to any breach that is capable of cure, Borrower fails to cure such breach within five (5) days of the notice of the occurrence of such breach.

10. **Remedies.** Upon the occurrence of an Event of Default, Bank shall have the right to exercise all the remedies set forth in the Security Agreement.

11. **Bank's Duties.** Beyond the safe custody thereof, Bank shall have no duty with respect to any Intellectual Property Collateral in its possession or control (or in the possession or control of any agent or bailee) or with respect to any income thereon or the preservation of rights against prior parties or any other rights pertaining thereto. Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Intellectual Property Collateral in its possession if the Intellectual Property Collateral is accorded treatment substantially equal to that which it accords its own property. Bank shall not be liable or responsible for any loss or damage to any of the Intellectual Property Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Bank in good faith.

12. **Costs and Expenses; Indemnification; Other Charges.**

12.1 **Costs and Expenses.** Borrower agrees to pay on demand:

12.1.1 the reasonable out-of-pocket costs and expenses of Bank and any of its Affiliates, and Bank's reasonable attorneys' fees and costs, in connection with the enforcement of this Agreement, and any amendments, modifications, or waivers of the terms thereof, and the custody of the Intellectual Property Collateral;

12.1.2 all title, appraisal (including the allocated costs of internal appraisal services), survey, audit, consulting, search, recording, filing, and similar costs, fees, and expenses reasonably incurred or sustained by Bank or any of its Affiliates in connection with this Agreement or the Intellectual Property Collateral; and

12.1.3 all costs and expenses of Bank and its Affiliates, including reasonable attorneys' fees and costs, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, including in any out of court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, storing, warehousing, insuring, sale, or collection of, or other realization upon, any of the Intellectual Property Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Intellectual Property Collateral, and any and all losses, costs, and expenses sustained by Bank as a result of any failure by Borrower to perform or observe its obligations contained herein.

12.2 Indemnification. Borrower hereby agrees to indemnify Bank, any Affiliate thereof, and its directors, officers, employees, agents, counsel, and other advisors (each an "**Indemnified Person**") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to an Indemnified Person (including allocated costs of internal counsel), which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or the transactions contemplated hereby or any action taken or omitted to be taken by it hereunder (the "**Indemnified Liabilities**"); provided that Borrower shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, Borrower agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

12.3 Other Charges. Borrower agrees to indemnify Bank against and hold it harmless from any and all present and future stamp, transfer, documentary, and other such taxes, levies, fees, assessments, and other charges made by any jurisdiction by reason of the execution, delivery, performance, and enforcement of this Agreement.

12.4 Interest. Any amounts payable to Bank under this Section 12 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the rate of interest set forth in the Reimbursement Agreement.

13. Notices. All notices, requests and other communications hereunder shall be in written form (including bank wire, telegram, facsimile, telex or similar writing) and shall be given to the party to whom addressed, at its address (by postage prepaid, certified or registered mail, return receipt requested, or by reputable overnight courier service, postage prepaid), facsimile or telex number set forth in the Security Agreement, or such other address, facsimile or telex number as such party may hereafter specify for the purpose by notice to the other parties listed below. Each such notice, request or communication shall be effective (a) if given by telex, facsimile or other electronic means, when such communication is transmitted to the address specified below and the appropriate answer back is received; (b) if given by mail, three days after such communication is deposited in the United States mail with postage prepaid by registered or certified mail, return receipt requested, addressed as aforesaid; or (c) if given by any other means, when delivered at the

address specified below. All notices given by telex, facsimile or other electronic means shall be confirmed in writing as promptly as practicable.

14. *Certain Waivers.* Borrower waives, to the fullest extent permitted by law, (a) any right of redemption with respect to the Intellectual Property Collateral, whether before or after sale hereunder; (b) all rights, if any, of marshalling of the Intellectual Property Collateral or other collateral or security for the Secured Obligations whether such rights arise under California Civil Code §§2899 and 3433 or otherwise; (c) any right to require Bank (i) to proceed against any Person; (ii) to exhaust any other collateral or security for any of the Secured Obligations; (iii) to pursue any remedy in Bank's power; or (iv) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests, or notices of dishonor in connection with any of the Intellectual Property Collateral; (d) all claims, damages, and demands against Bank arising out of the repossession, retention, sale, or application of the proceeds of any sale of the Intellectual Property Collateral; and (e) demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Bank on which Borrower may in any way be liable.

15. *Survival of Representations and Warranties.* All representations and warranties of Borrower contained in this Agreement shall survive the execution and delivery of this Agreement.

16. *Choice of Law.* This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of California, without regard to principles of conflicts of law.

17. *Venue.* Borrower and Bank hereby submit to the exclusive jurisdiction of the state and Federal courts located in the County of Alameda, State of California.

18. *JURY TRIAL WAIVER.* GUARANTOR AND BANK EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THIS AGREEMENT, THE GUARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND

WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

19. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; *provided, however,* that neither this Agreement nor any rights hereunder may be assigned by Borrower without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion. Bank shall have the right without the consent of or notice to Borrower to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits hereunder.

20. **Severability of Provisions.** In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

21. **Amendments.** Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated, nor may any consent to the departure from the terms hereof be given, orally (even if supported by new consideration), but only by an instrument in writing signed by all parties to this Agreement. Any waiver or consent so given shall be effective only in the specific instance and for the specific purpose for which given.

22. **Entire Agreement.** This Agreement, together with the Guaranty and Security Agreement embodies the entire agreement and understanding among and between the parties hereto, and supersedes all prior or contemporaneous agreements and understandings between said parties, verbal or written, express or implied, relating to the subject matter hereof. No promises of any kind have been made by Bank or any third party to induce Borrower to execute this Agreement. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Agreement.

23. **Waiver.** No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which Bank may have, nor shall any such delay be construed to be a waiver of any of such rights, powers, or remedies, or any acquiescence in any breach or default hereunder; nor shall any waiver by Bank of any breach or default by Borrower hereunder be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to Bank hereunder shall remain in

full force and effect notwithstanding any single or partial exercise of, or any discontinuance of action begun to enforce, any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies which Bank would otherwise have.

24. Interpretation. This Agreement and all agreements relating to the subject matter hereof are the product of negotiation and preparation by and among each party and its respective attorneys, and shall be construed accordingly. The parties waive the provisions of California Civil Code §1654.

25. Information. Borrower agree that Bank may provide information relating to this Agreement or relating to Borrower to Bank's parent, affiliates, and subsidiaries.

26. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by telefacsimile shall be effective as delivery of a manually executed counterpart of this Agreement, and any party delivering such an executed counterpart of the signature page to this Agreement by telefacsimile to any other party shall thereafter also promptly deliver a manually executed counterpart of this Agreement to such other party, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

27. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to Bank, the determination of such satisfaction shall be made by the Bank in its sole and exclusive judgment exercised in good faith.

28. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

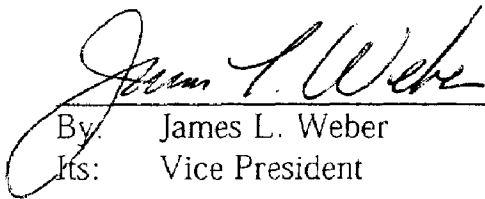
IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

G&G SPECIALTY FOODS, INC.



By: James Brockman
Its: Chief Financial Officer

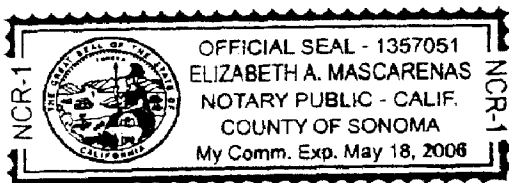
COMERICA BANK-CALIFORNIA



By: James L. Weber
Its: Vice President

STATE OF CALIFORNIA)
)
COUNTY OF Sonoma) SS.:

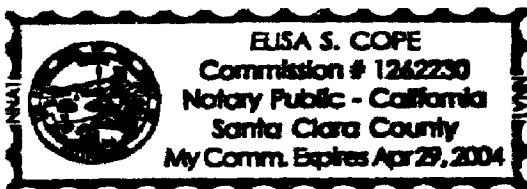
On the 23rd day of October in the year 2002, before me personally came James Brockman to me known, who, being by me sworn, did say that he is an Authorized Signatory of by **G&G SPECIALTY FOODS, INC.** which entity is described in, and which entity executed, the above instrument, and that he signed his name by order of the Board of Directors of by **G&G SPECIALTY FOODS, INC.**



Elizabeth A. Mascarenas
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA) SS.:

On the 28 day of ~~February~~ ^{OCTOBER} in the year 2002, before me personally came ~~NICK TSIAGKAS~~ ^{JAMES L. WEBER} to me known, who, being by me sworn, did say that he is an Authorized Signatory of **COMERICA BANK-CALIFORNIA**, which entity is described in, and which entity executed, the above instrument, and that he signed his name by order of the Board of Directors of **COMERICA BANK-CALIFORNIA**.



Elisa S. Cope
Notary Public

EXHIBIT A

List of Copyrights

EXHIBIT B
List of Patents

EXHIBIT C

List of Trademarks

<u>Mark</u>	<u>Registered</u>	<u>Application</u>	<u>Registration / Serial No.</u>	<u>Reg. Date / Application Date</u>
GOLDY'S	X		2,011,781	October 29, 1996
GOLDY'S	X		2,140,799	March 3, 1998
GOLDY'S	X		2,144,520	March 17, 1998
GUACAMANGO	X		2,314,764	February 1, 2000
LA TORTA	X		1,804,647	November 16, 1993
"MEZA" Design	X		1,940,886	December 12, 1995
MEZA	X		2,132,702	January 27, 1998
MEZA (Canadian Registration)	X		TMA565132	July 24, 2002
MEZA		X	78/060422	April 25, 2001
MEZA		X	78/060426	April 25, 2001
MI ABUELO	X		2,578,708	June 11, 2002

(c) 2002 Thomson & Thomson

***File 226:**

*** Preliminary records for file F226 updated through 10/17/2002 ***

Set Items Description

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?t 5677762

5677762/2

DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED

(c) 2002 Thomson & Thomson. All rts. reserv.

05677762

GUACAMANGO

INTL CLASS: 30 (Staple Foods)

U.S. CLASS: 46 (Foods & Ingredients of Foods)

STATUS: Registered

GOODS/SERVICES: SALSA

SERIAL NO.: 75-677,762

REG. NO.: 2,314,764

REGISTERED: February 1, 2000

FIRST USE: February 19, 1999 (Intl Class 30)

FIRST COMMERCE: February 19, 1999 (Intl Class 30)

FILED: April 8, 1999

PUBLISHED: November 9, 1999

ORIGINAL APPLICANT: EDIBLE ECSTACIES, INC. (California Corporation); D/B/A/ SONOMA SALSA, 1364 NORTH MCDOWELL BOULEVARD, #8,, PETALUMA, CA (California), 94954, USA (United States of America)

OWNER AT PUBLICATION: EDIBLE ECSTACIES, INC. (California Corporation); D/B/A/ SONOMA SALSA, 1364 NORTH MCDOWELL BOULEVARD, #8,, PETALUMA, CA (California), 94954, USA (United States of America)

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ASSIGNEE(S): G & G SPECIALTY FOODS, INC. (California Corporation), 322 BELLEVUE AVENUE, SANTA ROSA, CA (California), 95407, USA (United States of America)

Assignor(s): EDIBLE ECSTACIES, INC., DBA SONOMA SALSA (California Corporation)

Reel/Frame: 2362/0733

Recorded: August 30, 2001

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: STEVEN J. NATAUPSKY , STEVEN J. NATAUPSKY, KNOBBE, MARTENS, OLSON & BEAR LLP, 2040 MAIN STREET, 14TH FLOOR , IRVINE CA 92614