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

01-31-2003

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

102353002

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
J.R. Wood, Inc.

10-14-02

☐ 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

1-31-03

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.

1595602

Additional numbers attached? ☐ Yes ☒ No

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

Name:

Internal Address:

RETURN TO:
LexisNexis Document Solutions
Post Office Box 2969
Springfield, Illinois 62708

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved: 9

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

☐ 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: 7

02/03/2003 GTON11 00000049 1595602
01 FC:8521 40.00 OP
02 FC:8522 200.00 OP
1337102

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

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Glacier Brand	1595602	5/8/90
Glacier Foods & Design	2016840	11/19/96
Burst O'Berries	1938740	11/28/95
Big Valley	1003815	2/4/75
Big Valley Fruitatious	2173135	6/14/98
Fruitatious	2230944	3/9/99
Fruit Juggler Design	2176930	7/28/98
Cup-A-Fruit	2508753	11/20/01
Flavorland USA & Design	2204020	11/17/98

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	NONE	

COMMON LAW MARKS AND TRADE NAMES

NONE

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

NONE

TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2002, J.R. Wood, Inc., 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.

J.R. WOOD, INC.

By _____
Name Gregory L. Costley
Title CEO

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By _____
Name _____
Title _____

TRADEMARK
REEL: 002662 FRAME: 0514

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.

J.R. WOOD, INC.

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By _____
Name William J. Kane
Title Vice President

TRADEMARK
REEL: 002662 FRAME: 0515

REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED	COUNTRY
Big Valley	1935503	2/25/87	Japan
Big Valley	1935504	2/25/87	Japan
Big Valley & Design (two mountains)	4317920	9/24/99	Japan

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE