

05-05-2003



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5-5-03

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID# <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date <input type="text"/>	
<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Merger	Change of Name <input type="text"/>	
	Other <input type="text"/>		

Conveying Party(ies) Mark if additional names of conveying parties attached

Name Execution Date
 Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of conveying parties attached

Name

Address (line 1)

Address (line 2)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of patents and Trademarks, Box Assignments, Washington, D.C. 20231

05/05/2003 670M11 00000037 76323012

01 FC:4521
02 FC:4522

40.00 OP
450.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Trademark Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76/323,012"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,092,557"/>	<input type="text" value="1,590,872"/>	<input type="text" value="2,211,830"/>
<input type="text" value="76/313,317"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,523,718"/>	<input type="text" value="553,453"/>	<input type="text" value="2,031,668"/>
<input type="text" value="76/323,013"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,954,726"/>	<input type="text" value="2,159,002"/>	<input type="text" value="2,031,669"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Melanie Cass



May 2, 2003

Name of Person Signing

Signature

Date Signed

Additional Registration Numbers:

1,250,628

1,515,386

2,084,781

2,047,305

1,929,976

2,182,648

2,235,585

**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of June 18, 2002, between **RIVER RANCH FRESH FOODS, LLC**, a Delaware limited liability company, formerly known as RRFF Acquisition Company, LLC, having its chief executive office at 1156 Abbott Street, Salinas, California 93915 (the "**Assignor**"), and **COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH**, having a representative office at 245 Park Avenue, New York, New York 10167-0067, not in its individual capacity, but in its separate capacity as the Administrative Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "**Assignee**") (as each capitalized term is defined in the Credit Agreement (as defined below)).

WHEREAS, pursuant to (a) that Credit Agreement dated as of June 7, 2002 (as the same may be amended, modified, supplemented or restated from time to time, the "**Credit Agreement**"), by and among RRFF Acquisition Company, LLC, a Delaware limited liability company (the "**Borrower**"), the Lenders named therein, and the Assignee, not in its individual capacity but in its separate capacities as the Issuing Bank and as the Administrative Agent on behalf of and for the benefit of the Secured Parties, and (b) that Reimbursement Agreement dated as of June 14, 2002 (as the same may from time to time be amended, modified, supplemented or restated, the "**Reimbursement Agreement**"), by and between the Borrower and the IRB/LOC Issuing Bank, the Secured Parties have agreed to make certain extensions of credit to or for the Borrowers in the amounts and manner set forth in the Credit Agreement, the Reimbursement Agreement and the other Loan Documents (collectively, the "**Credit**").

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 7, 2002 (the "**Security Agreement**"), in favor of the Administrative Agent on behalf and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "**Collateral**," as defined in the Security Agreement.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Borrower, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "**Secured Obligations**" (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as therein defined.

2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Administrative Agent and the Secured parties to enter into the Credit Agreement and the other Loan Documents and to make, extend and maintain the Credit to and for the benefit of the Borrower upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on *Schedules A* and *B* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

RRFF ACQUISITION COMPANY, LLC, a Delaware limited liability company

By: 

James I. Lucas
Manager

ASSIGNEE:

COOPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH,
as Administrative Agent

By: _____
Bradford F. Scott
Executive Director

By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

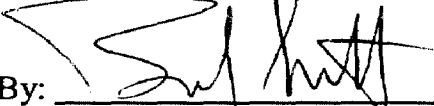
ASSIGNOR:

RIVER RANCH FRESH FOODS, LLC,
a Delaware limited liability company

By: _____
James I. Lucas
Manager

ASSIGNEE:

**COOPERATIVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
INTERNATIONAL", NEW YORK BRANCH,**
as Administrative Agent

By:  _____
Bradford F. Scott
Executive Director

By: _____
Printed Name: _____
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ASSIGNOR:

RFFF ACQUISITION COMPANY, LLC, a Delaware limited liability company

By: _____
James I. Lucas
Manager

ASSIGNEE:

COOPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, *JKM*
as Administrative Agent

By: _____
Bradford F. Scott
Executive Director

By: _____
Printed Name: _____
Title: _____
W. Pieter G. Kodde
Managing Director

SCHEDULE A

U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
2,092,557	ANGEL HAIR SLAW	September 21, 1997
1,523,718	BIG CHIEF	February 7, 1989
1,954,726	FRESH HOLD	February 6, 1996
1,590,872	FRESH HOLD and Design	April 10, 2000
533,453	GREEN BARN	November 16, 1990
2,159,002	GREEN DOT	May 19, 1998
2,211,830	GREEN STAR	December 15, 1998
2,031,668	READY TO EAT – NO PRESERVATIVES and Miscellaneous Design	January 21, 1997
2,031,669	Miscellaneous Design (Fork)	January 21, 1997
1,250,628	RIVER RANCH	September 6, 1983
1,515,386	FreshHold	December 6, 1988
2,084,781	RIVER RANCH	July 29, 1997
2,047,305	RIVER RANCH ANGEL HAIR SLAW	March 25, 1997
1,929,976	RIVER RANCH ANGEL HAIR SLAW and Design	October 24, 1995
2,182,648	RIVER RANCH SALAD TO GO	August 18, 1998
2,235,585	SUN SLICES	March 30, 1999

SCHEDULE B

PENDING U.S. TRADEMARKS

APPLICATION NO.	MARK	APPLICATION DATE
76/323,012	ASSURES FRESHNESS NATURALLY FRESHHOLD BREATHABLE SEAL and Design	October 5, 2001
76/313,317	FIELD SELECT	September 11, 2001
76/323,013	FRESHHOLD and Design	October 5, 2001