

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norpac Foods, Inc.		06/17/2004	Cooperative Corporation: OREGON

RECEIVING PARTY DATA	
Name:	Cobank, ACB
Street Address:	5500 S. Quebec St.
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Federally Chartered Instrumentality: UNITED STATES

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	563370	SUPER MK'T
Registration Number:	608803	FLAV-R-PAC
Registration Number:	724550	ROYAL PURPLE
Registration Number:	438239	SANTIAM
Registration Number:	503459	STACO
Registration Number:	505415	MILL-RACE
Registration Number:	763639	SLIM JIMS
Registration Number:	764369	
Registration Number:	799203	SPRINGWATER
Registration Number:	790079	FLAV-R-TATERS
Registration Number:	789420	ROYAL GARDEN
Registration Number:	984078	WESTPAC
Registration Number:	851998	NORPAC
Registration Number:	836368	COBBETTS

OP \$1765.00 563370

Registration Number:	851145	DRIVE IN
Registration Number:	876132	COBETTES
Registration Number:	875272	OREGON BEAUTY
Registration Number:	875273	VALLEY MAID
Registration Number:	885973	COB CORN SHORTIES
Registration Number:	932658	BIG DADDY
Registration Number:	937852	RINGLETTTS
Registration Number:	977427	FLAV-R-PAC
Registration Number:	980441	GRADE A FANCY
Registration Number:	1028056	BIG DADDY
Registration Number:	1049746	SACK O' CORN
Registration Number:	1117370	BEANS SUPREME
Registration Number:	1093908	RINGLETTTS
Registration Number:	1156531	
Registration Number:	1260584	BEAUTIFUL VEGETABLES
Registration Number:	1227708	RAWHIDE
Registration Number:	1321024	FLAV-R-FUL SOUP SUPREME
Registration Number:	1225219	PASTA PERFECT
Registration Number:	1521146	GOLD CLUB
Registration Number:	1527173	SOUP SUPREME
Registration Number:	1529913	PASTA PERFECT
Registration Number:	1779780	INTERNATIONAL CLASSICS
Registration Number:	1784943	SOUP SUPREME INTERNATIONAL CLASSICS
Registration Number:	1846290	DAIRY RECIPE
Registration Number:	2010378	FLAV-R-PAC VEGETABLE COLLECTION
Registration Number:	1926602	SOUP SELECT
Registration Number:	2044118	SOUP EXPRESS
Registration Number:	2041057	SCRATCH RECIPE
Registration Number:	2046367	QUICK SCRATCH RECIPES
Registration Number:	2151151	
Registration Number:	2136853	FLAV-R-PAC QC FRIES QUALITY COATED
Registration Number:	1875397	GRANDE CLASSICS
Registration Number:	1861062	GRANDE CLASSICS
Registration Number:	2293116	TRUE BALANCE
Registration Number:	2284439	FLAV-R-PAC JUSTADD BEEF!

Registration Number:	2363214	MAIN COURSE
Registration Number:	2399169	FLAV-R-PAC JUST ADD CHICKEN!
Registration Number:	2382452	FLAV-R-PAC JUST ADD HAMBURGER!
Registration Number:	2380665	FLAV-R-PAC JUST ADD HAM!
Registration Number:	2378789	FLAV-R-PAC JUST ADD SHRIMP!
Registration Number:	2444967	SOUP EXPRESS
Registration Number:	2672791	SOUP SOLUTIONS
Registration Number:	2673414	JUST ADD CHICKEN!
Registration Number:	2673415	JUST ADD HAMBURGER!
Registration Number:	2673411	JUST ADD HAM!
Registration Number:	2673413	JUST ADD SHRIMP!
Registration Number:	2673412	JUST ADD BEEF!
Serial Number:	75639809	VEGGIEKINS
Serial Number:	76339584	QUICK 'N EASY COMBOS
Serial Number:	76377119	NORPAC QUALITY PRODUCTS FROM OUR FARMERS' COOPERATIVE SINCE 1924
Serial Number:	76491504	SCRATCH RECIPE
Serial Number:	76491369	QUICK SCRATCH RECIPES
Serial Number:	76575022	SENSIBLE CARBS
Registration Number:	800468	ROYAL GARNET
Registration Number:	874491	TATER-BARS
Registration Number:	1115735	OVEN GOOD

CORRESPONDENCE DATA

Fax Number: (617)951-8736

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: emilia.cannella@bingham.com

Correspondent Name: Emilia F. Cannella

Address Line 1: 150 Federal Street

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0801334/0000308295
NAME OF SUBMITTER:	Emilia F. Cannella

Total Attachments: 18
source=test2#page1.tif
source=test2#page2.tif
source=test2#page3.tif
source=test2#page4.tif

source=test2#page5.tif
source=test2#page6.tif
source=test2#page7.tif
source=test2#page8.tif
source=test2#page9.tif
source=test2#page10.tif
source=test2#page11.tif
source=test2#page12.tif
source=test2#page13.tif
source=test2#page14.tif
source=test2#page15.tif
source=test2#page16.tif
source=test2#page17.tif
source=test2#page18.tif

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), dated as of June 17, 2004, is entered into by and between **NORPAC FOODS, INC.**, an Oregon cooperative corporation ("Debtor") and **COBANK, ACB**, a federally chartered instrumentality of the United States, as collateral agent ("Agent") for itself and the lenders ("Lenders") party to the Loan Agreement (as defined below) in light of the following:

A. Debtor, Norpac Services, Inc., an Oregon cooperative corporation, Quincy Foods, LLC, a Washington limited liability company, Hermiston Foods, LLC, an Oregon limited liability company and NFS, LLC, an Oregon limited liability company (collectively, jointly, and severally, the "Borrowers"), Agent and Lenders are parties to that certain Loan and Security Agreement dated as of May 21, 2004 (the "Existing Loan Agreement");

B. Debtor and the Agent entered into an Intellectual Property Security Agreement dated as of May 21, 2004 (the "Existing Intellectual Property Security Agreement"), pursuant to which the Debtor, as owner of certain intellectual property identified therein, granted a security interest to the Agent on behalf of the Lender Group;

C. The parties to the Existing Loan Agreement desire to amend and restate the Existing Loan Agreement in its entirety and, as a result, are entering into an Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"), pursuant to which the Lenders, subject to the terms and conditions contained therein, are to make loans to the Borrowers; and

D. It is a condition precedent to the effectiveness of the Loan Agreement and the Lenders' making of any loans to the Borrowers thereunder that the Debtor and the Agent amend and restate the Existing Intellectual Property Security Agreement in its entirety pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

"Code" means the Colorado Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interests which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing)

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the

trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all Revolver A Obligations (as defined in the Loan Agreement).

1.2. Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against (y) Agent or the Lender Group or (z) Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent, the Lender Group and Debtor.

2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Agent, for the benefit of the Lender Group, a first priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the

Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

3.1. Copyrights; Trademarks; Service Marks; Patents.

(i) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B; and

(iii) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C.

3.2. Validity; Enforceability. Each of Debtor's copyrights, patents, service marks and trademarks is valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims;

3.3. Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons;

3.4. Notice. Debtor has used and will continue to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks;

3.5. Quality. Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks;

3.6. Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of Oregon, and the filings with the United States Patent and

Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by the Lender Group of their rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.

If Debtor shall obtain rights to any new copyrights, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. No later than the first day of each January and July during the term hereof, Debtor shall give notice in writing to Agent with respect to any such new service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Debtor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

6. POWER OF ATTORNEY.

Debtor grants Agent power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for the Lender Group to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquaintance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that the Lender Group may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the Lender Group's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Debtor grants to Agent or any other member of the Lender Group and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1. Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2. Misrepresentation. Any representation or warranty made herein by Debtor or in any document furnished to the Lender Group by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3. Breach. Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, the Lender Group shall have, in addition to other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1. Notification. Agent may notify licensees to make royalty payments on license agreements directly to Agent for the benefit of the Lender Group;

9.2. Sale. Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor ten days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least ten days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Agent, on behalf of the Lender Group, at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF DENVER, STATE OF COLORADO OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH THE AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND AGENT WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS.

11.1. Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtor and Agent.

11.2. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Agent's prior written consent and any prohibited assignment shall be absolutely void. Agent may assign this Agreement and its rights and duties hereunder in connection with an assignment of its rights and duties under the Loan Agreement and no consent or approval by Debtor is required in connection with any such assignment.

11.3. Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4. Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender Group or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5. Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6. Amendments in Writing. This Agreement can only be amended by a writing signed by both Agent and Debtor.

11.7. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8. Fees and Expenses. Debtor shall pay to Agent on demand all reasonable costs and expenses that Agent or the Lender Group pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) reasonable costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) reasonable costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) reasonable costs and expenses of preserving and protecting the Collateral; and (g) reasonable costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Lender Group arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding reasonable costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9. Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and (except for financial statements and other informational documents, which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as Debtor or Agent, as applicable, may designate to each other in accordance herewith), or telefacsimile to Debtor in care of Administrative Borrower or to Agent, as the case may be, at its address set forth below:

If to Administrative
Borrower:

NORPAC FOODS, INC.
930 W. Washington
Stayton, Oregon 97383
Attn: Mr. Jack Sebastian, Chief Financial Officer
Fax No. 503.769.1942

with copies to:

FOSTER PEPPER TOOZE LLP
601 S.W. Second Avenue,
Suite 1800
Portland, Oregon 97204-3171
Attn: William P. Hutchinson, Jr., Esq.
Fax No. 503.221.1510

If to Agent:

COBANK, ACB
5500 S. Quebec St.
Greenwood Village, Colorado 80111
Attn: Credit Department
Fax Number: (303) 224-6101

with a copy to:

COBANK, ACB
3636 American River Drive,
Suite 100
Sacramento, California 95864
Attn: Credit Department
Fax Number: (916) 973-3001

with copies to:

BINGHAM McCUTCHEM LLP
1120 20th Street, N.W., Suite 800
Washington, D.C. 20036
Attn: Joseph P. Pelican, Esq.
Fax No. 202.862.5536

Agent and Debtor may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11.9, other than notices by Agent in connection with enforcement

rights against the Collateral under the provisions of the Code, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail.

11.10. Termination By Agent. After termination of the Loan Agreement and when the Lender Group has received payment and performance, in full, of all Obligations, Agent shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder within thirty (30) days.

11.11. Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

COBANK, ACB, as Agent

By: Ed Nishio
Title: Ed Nishio - Vice President

NORPAC FOODS, INC.,
an Oregon cooperative corporation

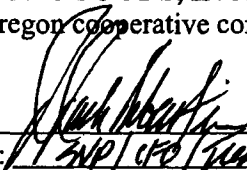
By: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

COBANK, ACB, as Agent

By: _____
Title: _____

NORPAC FOODS, INC.,
an Oregon cooperative corporation

By:  _____
Title: SNP / CFO / OWNER

SCHEDULE A
TRADEMARKS

See attached

Matters Norpac US Trademarks

Matter ID begins with '1575-' and Area of law= 'Trademark - u.s. federal' and not (status ='closed') and not (status='transferred') 'inactive') and not (TM status='unfiled') and not (status='destroyed')

Matter ID	Country	Mark Name	Description of Goods	Filing Date	Application No.	Reg. Date	Reg. No.
1575-2048-01	USA	SUPER MKT	frozen vegetables, namely, green peas, green beans, spinach, broccoli, brussel sprouts, lima beans, and mixed vegetables	3/12/1951	611,192	8/26/1952	563,370
1575-2999-01	USA	FLAV-R-PAC	Food and ingredients of goods, canned and frozen fruits & vegetables, frozen fish & chicken, frozen citrus fruit juice & juice concentrates	11/24/1953	71/656,899	7/12/1955	608803
1575-5108-01	USA	ROYAL PURPLE	Canned and frozen vegetables and fruit, excluding plums	6/5/1959	75,202	11/28/1961	724,550
1575-5437-01	USA	SANTIAM	Canned vegetables & fruits, and frozen deciduous fruits	11/27/1946	513345	4/13/1948	438239
1575-5438-01	USA	STACO	Canned vegetables	9/30/1947	536306	10/26/1948	503459
1575-5439-01	USA	MILL-RACE	Canned fruits and vegetables	9/30/1947	536305	1/4/1949	505415
1575-7772-01	Idaho	SLIM JIMS	frozen foods, namely, frozen french fried potatoes	1/15/1963	72/160,715	1/21/1964	763,639
1575-7773-01	USA	OREGON FINE FOODS					
1575-8103-01	USA	IDAHO SLIM JIM (DESIGN)	frozen foods, namely, frozen french fried potatoes	3/11/1963	164,370	2/4/1964	764,369
1575-8725-01	USA	SPRINGWATER	canned vegetables	1/25/1965	210583	11/23/1965	799203
1575-9016-01	USA	FLAV-R-TATERS	frozen shredded potato rolls	6/10/1964	72/195,317	5/25/1965	790,079
1575-9142-01	USA	ROYAL GARDEN	frozen vegetables	8/5/1964	72/199,305	5/11/1965	789,420
1575-9143-01	USA	WESTPAC	canned and frozen fruits and vegetables	7/2/1973	461,864	5/14/1974	984,078
1575-9144-01	USA	NORPAC	Canned and frozen fruit and vegetables	6/9/1967	273522	7/2/1968	851998
1575-9235-01	USA	ROYAL GARNET	canned and frozen fruit and vegetables and berries	9/1/1964	201,045	12/14/1965	800,468
1575-9902-01	USA	COBBETTS	Frozen corn on the cob	8/30/1965	226765	10/3/1967	836368
1575-10822-01	USA	DRIVE-IN	Frozen french fried potatoes	1/18/1967	262805	6/18/1968	851145
1575-11062-01	USA	TATER-BARS	Frozen shredded hash brown potatoes	9/15/1967	280450	8/5/1969	874491
1575-11690-01	USA	COBETTES	Frozen corn on the cob	10/19/1967	282916	9/2/1969	876132
1575-12488-01	USA	OREGON BEAUTY	Canned and frozen fruits and vegetables	8/12/1968	304981	8/19/1969	875272
1575-12489-01	USA	VALLEY MAID	Canned and frozen fruits and vegetables	8/12/1968	304982	8/19/1969	875273

5/11/2004 1:09 PM

Matters Norpac US Trademarks

Matter ID begins with '1575-' and Area of law= 'Trademark - u.s. federal' and not (status='closed') and not (status='transferred') 'inactive') and not (TM status='unfiled') and not (status='destroyed')

Matter ID	Country	Mark Name	Description of Goods	Filing Date	Application No.	Reg. Date	Reg. No.
1575-13122-01USA		COB CORN SHORTIES	Frozen corn on the cob	3/5/1969	72/320846	2/10/1970	0885973
1575-14898-01USA		BIG DADDY & DESIGN	Frozen vegetables, and particularly partially processed frozen potatoes	10/2/1970	372,365	4/18/1972	932,658
1575-15169-01USA		RINGLETTES	Frozen french fried onion rings	1/21/1971	381,627	7/11/1972	937,852
1575-16366-01USA		FLAV-R-PAC & Design	Canned and frozen fruits and vegetables	6/29/1972	72/428,685	1/22/1974	977,427
1575-16600-01USA		GRADE A FANCY AND	frozen fruits and vegetables	6/29/1972	428,688	3/12/1974	980,441
1575-18801-01USA		BIG DADDY	frozen vegetables	5/23/1975	53,223	12/23/1975	1,028,056
1575-18838-01USA		SACK O' CORN	Frozen corn on the cob	5/19/1975	52747	10/5/1976	1049746
1575-20417-01USA		BEANS SUPREME	Frozen vegetables	7/11/1977	133369	5/1/1979	1117370
1575-20688-01USA		RINGLETTES	Frozen french fried onion rings	9/6/1977	140033	6/20/1978	1093908
1575-21150-01USA		OVEN GOOD	Frozen french fried potatoes	3/6/1978	160973	3/27/1979	1115735
1575-22138-01USA		FOUR BEAN FIGURES	Frozen vegetables, namely, frozen four bean salad	5/7/1979	214548	6/2/1981	1,156,531
1575-22415-01USA		BEAUTIFUL	frozen and canned vegetables for sale to the institutional trade	9/4/1979	229,966	12/6/1983	1,260,584
1575-24478-01USA		RAWHIDE	frozen, partially processed potato wedges	7/16/1981	319,544	2/15/1983	1,227,708
1575-26881-01USA		FLAV-R-FUL SOUP	Frozen soup mixes	3/19/1984	470,788	2/19/1985	1,321,024
1575-30157-01USA		PASTA PERFECT	Pasta, namely, macaroni and noodles	8/27/1979	229,178	1/25/1983	1,225,219
1575-30500-01USA		GOLD CLUB AND DESIGN	Frozen fruits and vegetables	12/14/1987	700684	1/17/1989	1521146
1575-30533-01USA		SOUP SUPREME AND	Frozen soup mix	5/9/1988	726978	2/28/1989	1527173
1575-31045-01USA		PASTA PERFECT	Frozen pasta and vegetable mix	5/31/1988	731634	3/14/1989	1529913
1575-35961-01USA		INTERNATIONAL	Frozen soup mixes	1/7/1992	74/235,755	6/29/1993	1,779,780
1575-35962-01USA		SOUP SUPREME	frozen soup mixes	1/7/1992	235,753	7/27/1993	1,784,943
1575-37381-01USA		DAIRY RECIPE	frozen soups	12/8/1992	338,095	7/19/1994	1,846,290
1575-38584-01USA		FLAV-R-PAC	frozen vegetables	5/11/1993	74/389,867	10/22/1996	2,010,378
1575-40542-01USA		SOUP SELECT	Frozen soups	4/26/1994	74/517,659	10/10/1995	1,926,602
1575-40543-01USA		SOUP EXPRESS	Frozen soups	4/26/1994	519,696	3/11/1997	2,044,118
1575-41166-01USA		SCRATCH RECIPE	Frozen soups and vegetables	10/26/1994	74/590,972	2/25/1997	2,041,057
1575-41639-01USA		QUICK SCRATCH	frozen vegetables	11/23/1994	74/602,645	3/18/1997	2,046,367
1575-43065-01USA		MISCELLANEOUS	Frozen vegetables and fruit	8/7/1995	74/711,801	4/14/1998	2,151,151
1575-43717-01USA		FLAV-R-PAC Q.C. FRIES	frozen potatoes	10/17/1996	75/183,494	2/17/1998	2,136,853

5/11/2004 1:09 PM

**TRADEMARK
REEL: 002876 FRAME: 0226**

Matters Norpac US Trademarks

Matter ID begins with '1575-' and Area of law= 'Trademark - u.s. federal' and not (status='closed') and not (status='transferred') 'inactive') and not (TM status='unfiled') and not (status='destroyed')

Matter ID	Country	Mark Name	Description of Goods	Filing Date	Application No.	Reg. Date	Reg. No.
1575-45815-01USA		GRANDE CLASSICS	Processed frozen foods, namely vegetables	8/4/1992	74/301,738	1/24/1995	1,875,397
1575-45816-01USA		GRANDE CLASSICS AND	Processed frozen foods, namely vegetables	8/4/1992	74/301,737	11/1/1994	1,861,062
1575-46770-01USA		TRUE BALANCE	frozen vegetable blends	2/25/1997	75/247,839	11/16/1999	2,293,116
1575-47804-01USA		FLAV-R-PAC JUST ADD	frozen vegetable blends	6/20/1997	75/312,494	10/12/1999	2,284,439
1575-50956-01USA		MAIN COURSE	Frozen soup	9/14/1998	75/558469	6/27/2000	2,363,214
1575-51404-01USA		FLAV-R-PAC JUST ADD	Frozen vegetable blends	1/15/1999	75/622,600	10/31/2000	2,399,169
1575-51405-01USA		FLAV-R-PAC JUST ADD	Frozen vegetable blends	1/15/1999	75/622,383	9/5/2000	2,382,452
1575-51406-01USA		FLAV-R-PAC JUST ADD	Frozen vegetable blends	1/15/1999	75/622,384	8/29/2000	2,380,665
1575-51407-01USA		FLAV-R-PAC JUST ADD	frozen vegetable blends	1/15/1999	75/621,265	8/22/2000	2,378,789
1575-51959-01USA		SOUP EXPRESS	Restaurant services	2/11/1999	75/639716	4/17/2001	2,444,967
1575-51963-01USA		VEGGIEKINS	Plush toys	2/12/1999	75/639809		
1575-55652-01USA		SOUP SOLUTIONS	Frozen soup	8/7/2000	76/104,296	1/7/2003	2,672,791
1575-61550-01USA		QUICK 'N EASY COMBOS	frozen vegetables	11/19/2001	76/339,584		
1575-61770-01USA		JUST ADD CHICKEN!	Frozen vegetable blends	11/29/2001	76/343,619	1/7/2003	2,673,414
1575-61771-01USA		JUST ADD HAMBURGER!	frozen vegetable blends	11/29/2001	76/343,620	1/7/2003	2,673,415
1575-61772-01USA		JUST ADD HAM!	Frozen vegetable blends	11/29/2001	76/343,602	1/7/2003	2,673,411
1575-61773-01USA		JUST ADD SHRIMP!	Frozen vegetable blends	11/29/2001	76/343,618	1/7/2003	2,673,413
1575-61774-01USA		JUST ADD BEEF!	Frozen vegetable blends	11/29/2001	76/343,603	1/7/2003	2,673,412
1575-62351-01USA		NORPAC & DESIGN	fresh, frozen and processed foods, namely, fruits, vegetables, meats, fruit juices, pastas, and soups	2/28/2002	76/377,119		
1575-64592-01USA		SCRATCH RECIPE	frozen soups and frozen vegetables	2/21/2003	76/491,504		
1575-64691-01USA		QUICK SCRATCH	frozen vegetables	2/21/2003	76/491,369		
1575-67573-01USA		SENSIBLE CARBS	vegetables, vegetable blends and soup; wholesale, retail sales and distribution services all featuring vegetables, vegetable blends and soup	2/9/2004	76/575,022		

5/11/2004 1:09 PM

SCHEDULE B

PATENTS

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
---------------------------------	-------------------	-------------------	-------------------------

NONE

PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>
--------------------	--------------------	-------------------	-------------------------

NONE

SCHEDULE C

REGISTERED COPYRIGHTS

Copyright

Registration Date

Registration No.

NONE