

02-13-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102670346

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

1. Name of conveying party(ies):

Clif Bar Inc.

2-10-04

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/23/2003

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Collateral Agent

Internal

Address: Bank of America, N.A. - Commercial Agency Management

Street Address: 800 Fifth Avenue - Floor 37

City: Seattle State: WA Zip: 98104

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association Chartered under the laws of the United States

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

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

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark Registration No.(s)

See attached Schedule 2

Additional number(s) attached Yes No

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

Name: Carson Warden, Esq.

Internal Address: White & Case LLP

Street Address: 3 Embarcadero Center - 22nd Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

54

7. Total fee (37 CFR 3.41): \$ 1365.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

104 FEB 10 AM 8:23 OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Carson Warden, Esq.

Signature

01/06/2004

Date

02/12/2004 DBYRNE 0000006070295789

01 FC:8521 02 FC:8522

40.00 1325.00

Total number of pages including cover sheet, attachments, and document:

18

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

TRADEMARK REEL: 002908 FRAME: 0979

**SCHEDULE 1
TO RECORDATION FORM**

ITEM 4A:

Pending U.S. Trademark Applications of the Grantor

Application No.	Filing Date	Applicant	Trademark
78295769	September 3, 2003	Clif Bar Inc.	OUT AND ABOUT TOGETHER
78268899	June 30, 2003	Clif Bar Inc.	MULE'S EAR
78255149	May 28, 2003	Clif Bar Inc.	SWEET DREAMS
78309408	October 3, 2003	Clif Bar Inc.	LUNABAR
78307597	September 30, 2003	Clif Bar Inc.	COLA BUZZ
78303877	September 22, 2003	Clif Bar Inc.	BUILDER'S
78295766	September 3, 2003	Clif Bar Inc.	LUNA MOM'S CLUB
75942856	March 13, 2000	Clif Bar Inc.	SOLE
78307595	September 30, 2003	Clif Bar Inc.	BIG SHOT
78315334	October 17, 2003	Clif Bar Inc.	STRAWBERRY CARAMEL SUNDAE
76320344	October 1, 2001	Clif Bar Inc.	CHERRY COVERED CHOCOLATE
78268893	June 30, 2003	Clif Bar Inc.	MULE'S EAR
78290722	August 21, 2003	Clif Bar Inc.	KEEP IT TOGETHER
78315331	October 17, 2003	Clif Bar Inc.	FUDGE ON THE ROCKS
78305661	September 25, 2003	Clif Bar Inc.	GLOW
78330925	November 20, 2003	Clif Bar Inc.	GRAVITY FED
78332285	November 24, 2003	Clif Bar Inc.	MMM...CHOCOLATE
78332340	November 24, 2003	Clif Bar Inc.	MOCHA MOCHA
78330908	November 20, 2003	Clif Bar Inc.	MOJO
78331048	November 20, 2003	Clif Bar Inc.	MOJO MOUNTAIN MIX
78331023	November 20, 2003	Clif Bar Inc.	MOJO NOT YOUR ORDINARY SNACK BAR
78338065	December 8, 2003	Clif Bar Inc.	PUT YOUR MUSCLES TO WORK
78332317	November 24, 2003	Clif Bar Inc.	RAZZ SORBET
78332263	November 24, 2003	Clif Bar Inc.	SONIC STRAWBERRY
78331686	November 21, 2003	Clif Bar Inc.	VIVA VANILLA

Published U.S. Trademark Applications of the Grantor

Application No.	Publication Date	Applicant	Trademark
78143198	June 10, 2003	Clif Bar Inc.	BEYOND THE PODIUM
78143158	November 11, 2003	Clif Bar Inc.	SUSTAINED ENERGY PACK
78143196	May 13, 2003	Clif Bar Inc.	SUPPORT FOR EVERY LEVEL OF RUNNER
78182794	June 24, 2003	Clif Bar Inc.	PEANUT TOFFEE BUZZ
78214233	October 14, 2003	Clif Bar Inc.	LUNASHTICK
78143191	May 6, 2003	Clif Bar Inc.	SUSTAINING PEOPLE IN MOTION

SCHEDULE 1
PAGE 2 OF 2

SANFRAN 65486 (2K)

TRADEMARK
REEL: 002908 FRAME: 0981

**SCHEDULE 2
TO RECORDATION FORM**

ITEM 4B:

U.S. Trademarks of the Grantor

Registration No.	Registration Date	Filing Date	Registered Owner	Trademark
76409599/ 2697701	March 18, 2003	May 17, 2002	Clif Bar Inc.	MOJO BAR
76201949/ 2726403	June 17, 2003	January 29, 2001	Clif Bar Inc.	ORANGE BLISS
76179509/ 2558445	April 9, 2002	December 12, 2000	Clif Bar Inc.	COOL MINT CHOCOLATE
75903129/ 2667367	December 24, 2002	January 25, 2000	Clif Bar Inc.	NUTRITION FOR SUSTAINED ENERGY
75656359/ 2416447	December 26, 2000	March 8, 1999	Clif Bar Inc.	NUTZ OVER CHOCOLATE
75276889/ 2191987	September 29, 1998	April 17, 1997	Clif Bar Inc.	IT'S YOUR BODY. YOU DECIDE.
75121959/ 2089042	August 19, 1997	June 19, 1996	Clif Bar Inc.	CLIF
76179508/ 2558444	April 9, 2002	December 12, 2000	Clif Bar Inc.	ORANGE CHOCOLATE CHILL
75656358/ 2491560	September 18, 2001	March 8, 1999	Clif Bar Inc.	LEMONZEST
74486088/ 2143787	March 17, 1998	February 3, 1994	Clif Bar Inc.	CLIF BAR
76179507/ 2558443	April 9, 2002	December 12, 2000	Clif Bar Inc.	CHOCOLATE JAVA AVALANCHE
75156386/ 2154356	April 28, 1998	August 27, 1996	Clif Bar Inc.	THE NATURAL ENERGY BAR
76179375/ 2687196	February 11, 2003	December 12, 2000	Clif Bar Inc.	MOJO BAR
75825605/ 2441680	April 3, 2001	October 18, 1999	Clif Bar Inc.	NUTRITION FOR SUSTAINED ENERGY
75260805/ 2154379	April 28, 1998	March 20, 1997	Clif Bar Inc.	THE NATURAL ENERGY SNACK

Registration No.	Registration Date	Filing Date	Registered Owner	Trademark
76251423/ 2586930	June 25, 2002	May 4, 2001	Clif Bar Inc.	FILMS BY...FOR...ABOUT WOMEN
75659803/ 2582744	June 18, 2002	March 15, 1999	Clif Bar Inc.	LUNA
76231062/ 2740720	July 22, 2003	March 26, 2001	Clif Bar Inc.	LITTER LEASH
75209421/ 2176191	July 28, 1998	December 6, 1996	Clif Bar Inc.	THE NATURAL ENERGY BURST
75121961/ 2089043	August 19, 1997	June 19, 1996	Clif Bar Inc.	SHOT
76251420/ 2573420	May 28, 2002	May 4, 2001	Clif Bar Inc.	CLIF BAR
76196560/ 2669967	December 31, 2002	January 17, 2001	Clif Bar Inc.	LUNAFEST
75656360/ 2518024	December 11, 2001	March 8, 1999	Clif Bar Inc.	THE WHOLE NUTRITION BAR FOR WOMEN

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 23, 2003 among CLIF BAR INC., a California corporation (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent (in such capacity, and together with its successors as collateral agent, the "Collateral Agent") for the benefit of the Lender Parties.

RECITALS

A. The Grantor is a party to that certain Credit Agreement (as amended, modified, renewed or extended from time to time, the "Credit Agreement") dated as of December 23, 2003, by and among the Grantor, the several financial institutions from time to time party thereto (in such capacity, the "Lenders"), and Bank of America, N.A. as administrative agent for the Lenders (in such capacity, and together with its successors as administrative agent, the "Administrative Agent").

B. The Grantor may at any time and from time to time enter into one or more Specified Swap Contracts with one or more Lenders or an Affiliate thereof (each such Lender or Affiliate that is at the time of determination party to a Specified Swap Contract, a "Swap Provider," and together with the Collateral Agent, the Administrative Agent, and each Lender in its capacity as Lender, the "Lender Parties").

C. It is a condition precedent to (i) the borrowings under the Credit Agreement and (ii) the Swap Providers entering into any Specified Swap Contracts, that the Grantor enter into this Agreement and grant to the Collateral Agent, for its benefit and the benefit of the Lender Parties, the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.).

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" has the meaning set forth in the Recitals.

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement,

receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“PTO” means the United States Patent and Trademark Office.

“Secured Creditors” means the Lenders and the Swap Providers.

“Secured Debt Documents” means the Credit Agreement, this Agreement, the other Loan Documents, and the Specified Swap Contracts.

“Secured Obligations” means (i) all Obligations of the Grantor under or in connection with the Credit Agreement and each other Loan Document to which the Grantor is or may become a party, whether for principal, interest, costs, fees, expenses, indemnities or otherwise, in each case whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including interest that accrues after the commencement by or against the Grantor of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding and (ii) all Secured Swap Obligations.

“Secured Swap Obligations” means all obligations and liabilities of the Grantor of any kind arising under all Specified Swap Contracts, including obligations and liabilities arising in connection with or as a result of early termination of a Specified Swap Contract (whether or not occurring as a result of a default thereunder), absolute or contingent, due or to become due, now existing or hereafter created or incurred, liquidated or unliquidated, determined or undetermined.

“Security Agreement” means that certain Security Agreement dated as of the date hereof, between the Company and the Collateral Agent.

“Specified Swap Contract” means any Swap Contract made or entered into at any time, or in effect at any time (whether heretofore or hereafter), whether directly or indirectly, and whether as a result of assignment or transfer or otherwise, between the Grantor and any Swap Provider.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation set forth in Section 1.02 through Section 1.06 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby assigns, transfers and conveys to the Collateral Agent, and grants to the Collateral Agent, for its benefit and for the benefit of the other Lender Parties, a

security interest in, and a mortgage upon all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), U.S. federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties, rights and assets;

(iii) all commercial tort claims associated with or arising out of any of the aforementioned properties, rights and assets;

(iv) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties, rights and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the aforementioned properties, rights and assets; and

(v) all products, proceeds and supporting obligations of or with respect to any and all of the aforementioned properties, rights and assets.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor acknowledges that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents, and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to each Lender Party and the Collateral Agent that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications for registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may

be requested by the Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Collateral Agent may record this Agreement, an abstract thereof, or any other document describing the Collateral Agent's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Collateral Agent, if and when the Grantor shall obtain rights to any new trademarks, renew the usage of any abandoned trademarks, or become entitled to the benefit of any new or additional trademarks, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any trademarks, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Collateral Agent prompt notice thereof. The Grantor shall do all things deemed necessary or advisable by the Collateral Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Collateral Agent in such future acquired Collateral. The Grantor hereby authorizes the Collateral Agent to modify, amend, or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Collateral Agent Appointed Attorney-in-Fact. The Collateral Agent shall have the right to, in the name of the Grantor, or in the name of the Collateral Agent or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Collateral Agent (and any of the Collateral Agent's officers or employees or agents designated by the Collateral Agent) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Collateral Agent: (i) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Collateral Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Collateral Agent's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Collateral Agent may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or after the occurrence of any Event of Default institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Collateral Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Collateral Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent.

The foregoing power of attorney is coupled with an interest and is irrevocable so long as the Lenders have any Commitments, any Specified Swap Contract shall be in effect, or the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Collateral Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Collateral Agent Performance of Grantor Obligations. The Collateral Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Collateral Agent on demand for any amounts paid by the Collateral Agent pursuant to this Section 8.

SECTION 9 Collateral Agent's Duties. Notwithstanding any provision contained in this Agreement, the Collateral Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Collateral Agent hereunder, the Collateral Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence of any Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Secured Debt Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Collateral Agent shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Collateral Agent's rights or remedies upon or after the occurrence of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the existence of an Event of Default, the Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Collateral Agent deems necessary or advisable, in the name of the Grantor or the Collateral Agent, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement.

SECTION 11 Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including by email or facsimile transmission) and shall be mailed, sent or delivered at or to the address, email address or facsimile number of the respective party or parties set forth on the signature pages hereof, or at or to such other address, email address or facsimile number as such party or parties shall have designated in a written notice to the other party or parties. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the intended recipient and (ii) (A) if delivered by hand or by courier, when signed for by the intended recipient; (B) if delivered by mail, four Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of the final sentence of this Section 11), when delivered. In no event shall a voicemail message be effective as a notice, communication or confirmation hereunder. Electronic mail and Internet and intranet websites may

be used only to distribute routine communications, and to distribute documents for execution by the parties thereto, and may not be used for any other purpose.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Collateral Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Collateral Agent.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Collateral Agent and each other Lender Party and their respective successors and assigns. The Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 14 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

SECTION 15 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and shall not be amended except by the written agreement of the parties, as provided in the Credit Agreement.

SECTION 16 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 18 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Article X thereof, such provisions are incorporated herein by this reference.

SECTION 19 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Secured Debt Documents may contain covenants and other terms and

provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 20 Termination Upon the termination of the Commitments of the Lenders, termination of all Specified Swap Contracts, and payment and performance in full of all Secured Obligations (other than contingent indemnification obligations), the security interests contemplated by this Agreement shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Collateral Agent hereunder, including cancellation of this Agreement by written notice from the Collateral Agent to the PTO.

SECTION 21 Loan Document. This Agreement shall be deemed a “Loan Document” under and for all purposes of the Credit Agreement and the other Loan Documents.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

CLIF BAR INC., as Grantor

By:  _____

Name: Gary J. Erickson

Title: Chief Executive Officer

Address: **Clif Bar Inc.
1610 Fifth Street
Berkeley, CA 94710-1715
Attention: Stanley Tanka
Telephone: (510) 558-7855
Facsimile: (510) 859-1043
Electronic Mail: stanka@clifbar.com**

BANK OF AMERICA, N.A., as Collateral Agent

By: _____

Name: _____

Title: _____

Address: **Bank of America, N.A.
as Collateral Agent
Commercial Agency Management
Mail Code: WA1-501037-20
800 5th Avenue, 37th Floor
Seattle, WA 9104-3185

Attention: Ms. Tiffany Shin
Telephone: (206) 358-0078
Facsimile: (206) 358-0971
Electronic Mail: tiffany.shin@bankofamerica.com**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SANFRAN 62080 (2K)

**TRADEMARK
REEL: 002908 FRAME: 0991**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

CLIF BAR INC., as Grantor

By: _____

Name: _____

Title: _____

Address: Clif Bar Inc.
1610 Fifth Street
Berkeley, CA 94710-1715
Attention: Stanley Tanka
Telephone: (510) 558-7855
Facsimile: (510) 859-1043
Electronic Mail: stanka@clifbar.com

BANK OF AMERICA, N.A., as Collateral Agent

By: _____ 

Name: _____ *TIFFANY SHIN*

Title: _____ *AVP*

Address: Bank of America, N.A.
as Collateral Agent
Commercial Agency Management
Mail Code: WA1-501037-20
800 5th Avenue, 37th Floor
Seattle, WA 9104-3185

Attention: Ms. Tiffany Shin
Telephone: (206) 358-0078
Facsimile: (206) 358-0971
Electronic Mail: tiffany.shin@bankofamerica.com

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SANFRAN 62080 (2K)

TRADEMARK
REEL: 002908 FRAME: 0992

SCHEDULE A

U.S. Trademarks of the Grantor

Registration No.	Registration Date	Filing Date	Registered Owner	Trademark
76409599/ 2697701	March 18, 2003	May 17, 2002	Clif Bar Inc.	MOJO BAR
76201949/ 2726403	June 17, 2003	January 29, 2001	Clif Bar Inc.	ORANGE BLISS
76179509/ 2558445	April 9, 2002	December 12, 2000	Clif Bar Inc.	COOL MINT CHOCOLATE
75903129/ 2667367	December 24, 2002	January 25, 2000	Clif Bar Inc.	NUTRITION FOR SUSTAINED ENERGY
75656359/ 2416447	December 26, 2000	March 8, 1999	Clif Bar Inc.	NUTZ OVER CHOCOLATE
75276889/ 2191987	September 29, 1998	April 17, 1997	Clif Bar Inc.	IT'S YOUR BODY. YOU DECIDE.
75121959/ 2089042	August 19, 1997	June 19, 1996	Clif Bar Inc.	CLIF
76179508/ 2558444	April 9, 2002	December 12, 2000	Clif Bar Inc.	ORANGE CHOCOLATE CHILL
75656358/ 2491560	September 18, 2001	March 8, 1999	Clif Bar Inc.	LEMONZEST
74486088/ 2143787	March 17, 1998	February 3, 1994	Clif Bar Inc.	CLIF BAR
76179507/ 2558443	April 9, 2002	December 12, 2000	Clif Bar Inc.	CHOCOLATE JAVA AVALANCHE
75156386/ 2154356	April 28, 1998	August 27, 1996	Clif Bar Inc.	THE NATURAL ENERGY BAR
76179375/ 2687196	February 11, 2003	December 12, 2000	Clif Bar Inc.	MOJO BAR
75825605/ 2441680	April 3, 2001	October 18, 1999	Clif Bar Inc.	NUTRITION FOR SUSTAINED ENERGY
75260805/ 2154379	April 28, 1998	March 20, 1997	Clif Bar Inc.	THE NATURAL ENERGY SNACK

Registration No.	Registration Date	Filing Date	Registered Owner	Trademark
76251423/ 2586930	June 25, 2002	May 4, 2001	Clif Bar Inc.	FILMS BY...FOR...ABOU T WOMEN
75659803/ 2582744	June 18, 2002	March 15, 1999	Clif Bar Inc.	LUNA
76231062/ 2740720	July 22, 2003	March 26, 2001	Clif Bar Inc.	LITTER LEASH
75209421/ 2176191	July 28, 1998	December 6, 1996	Clif Bar Inc.	THE NATURAL ENERGY BURST
75121961/ 2089043	August 19, 1997	June 19, 1996	Clif Bar Inc.	SHOT
76251420/ 2573420	May 28, 2002	May 4, 2001	Clif Bar Inc.	CLIF BAR
76196560/ 2669967	December 31, 2002	January 17, 2001	Clif Bar Inc.	LUNAFEST
75656360/ 2518024	December 11, 2001	March 8, 1999	Clif Bar Inc.	THE WHOLE NUTRITION BAR FOR WOMEN

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Trademark</u>
78295769	September 3, 2003	Clif Bar Inc.	OUT AND ABOUT TOGETHER
78268899	June 30, 2003	Clif Bar Inc.	MULE'S EAR
78255149	May 28, 2003	Clif Bar Inc.	SWEET DREAMS
78309408	October 3, 2003	Clif Bar Inc.	LUNABAR
78307597	September 30, 2003	Clif Bar Inc.	COLA BUZZ
78303877	September 22, 2003	Clif Bar Inc.	BUILDER'S
78295766	September 3, 2003	Clif Bar Inc.	LUNA MOM'S CLUB
75942856	March 13, 2000	Clif Bar Inc.	SOLE
78307595	September 30, 2003	Clif Bar Inc.	BIG SHOT
78315334	October 17, 2003	Clif Bar Inc.	STRAWBERRY CARAMEL SUNDAE
76320344	October 1, 2001	Clif Bar Inc.	CHERRY COVERED CHOCOLATE
78268893	June 30, 2003	Clif Bar Inc.	MULE'S EAR
78290722	August 21, 2003	Clif Bar Inc.	KEEP IT TOGETHER
78315331	October 17, 2003	Clif Bar Inc.	FUDGE ON THE ROCKS
78305661	September 25, 2003	Clif Bar Inc.	GLOW
78330925	November 20, 2003	Clif Bar Inc.	GRAVITY FED
78332285	November 24, 2003	Clif Bar Inc.	MMM...CHOCOLATE
78332340	November 24, 2003	Clif Bar Inc.	MOCHA MOCHA
78330908	November 20, 2003	Clif Bar Inc.	MOJO
78331048	November 20, 2003	Clif Bar Inc.	MOJO MOUNTAIN MIX
78331023	November 20, 2003	Clif Bar Inc.	MOJO NOT YOUR ORDINARY SNACK BAR
78338065	December 8, 2003	Clif Bar Inc.	PUT YOUR MUSCLES TO WORK
78332317	November 24, 2003	Clif Bar Inc.	RAZZ SORBET
78332263	November 24, 2003	Clif Bar Inc.	SONIC STRAWBERRY
78331686	November 21, 2003	Clif Bar Inc.	VIVA VANILLA

Published U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Publication Date</u>	<u>Applicant</u>	<u>Trademark</u>
78143198	June 10, 2003	Clif Bar Inc.	BEYOND THE PODIUM
78143158	November 11, 2003	Clif Bar Inc.	SUSTAINED ENERGY PACK
78143196	May 13, 2003	Clif Bar Inc.	SUPPORT FOR EVERY LEVEL OF RUNNER
78182794	June 24, 2003	Clif Bar Inc.	PEANUT TOFFEE BUZZ
78214233	October 14, 2003	Clif Bar Inc.	LUNASHTICK
78143191	May 6, 2003	Clif Bar Inc.	SUSTAINING PEOPLE IN MOTION