

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seattle Gourmet Foods, Inc.		10/18/2004	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	The Bon, Inc.
Street Address:	Third Avenue and Pine Streets
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98181
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2187043	F&N THE ORIGINAL FREDERICK & NELSON

CORRESPONDENCE DATA	
Fax Number:	(206)464-0125
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-816-1333
Email:	jdello@gsblaw.com
Correspondent Name:	Julene Delo
Address Line 1:	1191 2nd Ave., 18th Floor
Address Line 4:	Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	11114-00100/JD
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NAME OF SUBMITTER:	Julene Delo
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Total Attachments: 9
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OP \$40.00 2187043

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of October 18th, 2004 (the "Effective Date") by Seattle Gourmet Foods, Inc., a Washington corporation, with its principal place of business at 19016 72nd Avenue S., Kent, Washington 98032 ("Assignor") and The Bon, Inc., an Ohio corporation, with its principal place of business at Third Avenue and Pine Streets, Seattle, Washington 98181 ("Assignee").

RECITALS

A. Assignor owns United States Trademark Registration No. 2,187,043 ("U.S. Trademark Reg. No. 2,187,043") and the trademark represented by such registration (the "'043 Mark").

B. It is the desire of the parties to assign to Assignee all of Assignor's interest in U.S. Trademark Reg. No. 2,187,043, and the '043 Mark and in the goodwill associated with the '043 Mark;

C. Assignor and Assignee are parties to a civil action pending in King County, Washington Superior Court, *Seattle Gourmet Foods, Inc., a Washington corporation, Plaintiff, v. The Bon, Inc., an Ohio corporation, Defendant*, No. 03-2-24937-8 SEA (the "Litigation");

D. Concurrent with the execution of this Assignment, the parties are entering into a settlement agreement (the "Settlement Agreement") to resolve the claims and issues that are the subject of the Litigation, a trademark license agreement (the "'275 Trademark License") with respect to United States Trademark Registration No. 1,747,275 (the "'275 Mark"), and a trademark license agreement (the "'043 Trademark License") with respect to the '043 Mark.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby forever, irrevocably and unconditionally sells, assigns, and transfers to Assignee, as of the Effective Date, all of Assignor's right, title and interest in and to the '043 Mark, including U.S. Trademark Reg. No. 2,187,043 (and all other registrations and applications for registration of the '043 Mark), and the goodwill associated with the '043 Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and entirely as the same would have been enjoyed by the Assignor had this assignment and transfer not been made. Notwithstanding the foregoing, nothing in this Assignment shall be construed to grant Assignee rights in or to the '275 Mark, or the goodwill associated therewith, other than as granted in the '275 Trademark License.

2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the '043 Mark.

3. Assignor represents and warrants that (a) it is the sole owner of all right, title and interest in U.S. Trademark Reg. No. 2,187,043, and that the '043 Mark and U.S. Trademark

Reg. No. 2,187,043 are free and clear of any and all liens, claims, or encumbrances of any kind; (b) the execution of this Assignment and the assignment of the '043 Mark and U.S. Trademark Reg. No. 2,187,043 to Assignee does not violate any rights of any third party; (c) except as to the security interests being released pursuant to the Release of Security Interest in Trademark attached hereto, Assignor has not assigned, mortgaged, pledged, hypothecated, granted a security interest in or otherwise transferred any interest in, or taken, directly or indirectly, any action which could reasonably be anticipated to interfere with Assignee's full and unencumbered use of the '043 Mark; (d) as of the Effective Date, U.S. Trademark Reg. No. 2,187,043 is valid and, to the best of Assignor's actual knowledge and belief, no other person not a party to this Assignment has used the '043 Mark in connection with the goods and services listed in U.S. Trademark Reg. No. 2,187,043 or has claimed an interest in the '043 Mark senior to Assignor; and (e) neither Assignor nor any person or entity acting with the consent of, on behalf of, or under the direction or control of Licensor has filed any application for federal or state registration of a trademark confusingly similar to the '043 Mark, including without limitation any application which includes as a dominant feature F&N in a manner that is confusingly similar to that element's usage in the '043 Mark or would otherwise result in a mark which is confusingly similar to the '043 Mark. Assignor further agrees that if (f) any transfer to a third party by Assignor has occurred; or (g) Assignor has filed an application for registration contrary to the above representation; or (h) if any claim is made by a third party alleging facts which, if true would constitute a breach of any of the above warranties, Assignor will indemnify, defend and hold Assignee harmless from and against any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, incurred by or awarded against Assignee as the result thereof.

4. Assignor covenants and agrees that it will not, directly or indirectly: (a) dispute or contest the Assignee's exclusive ownership of the '043 Mark; (b) aid, abet or encourage the infringement of any of Assignee's rights in the '043 Mark; or (c) otherwise take or do any act that could reasonably be expected to interfere with or impair Assignee's rights in the '043 Mark. The parties agree that Assignor's or its licensees' use of the terms (a) FREDERICK & NELSON; and (b) F&N within the States of Washington, Oregon, Idaho and Montana as permitted under the '275 Trademark License, or outside those four states does not violate the requirements of the preceding sentence.

5. Assignor further covenants and agrees that, except as permitted by the '043 Trademark License or Paragraph 8.d of the Settlement Agreement, Assignor shall discontinue all use of the '043 Mark and any trademarks or trade names that are confusingly similar to the '043 Mark immediately upon execution of this Assignment, and that it will not use or authorize or permit any other person acting under its authority or control to use (a) the '043 Mark; or (b) any trademarks or trade names that are confusingly similar to the '043 Mark or would dilute the distinctiveness of the '043 Mark.

6. Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the '043 Mark provided, however, this Assignment shall be effective regardless of whether any such additional

documents are executed. Assignor also agrees to cooperate, at Assignee's request and expense, in any efforts by Assignee to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the '043 Mark assigned, transferred and conveyed to Assignee pursuant to this Assignment.

7. This Assignment shall be binding upon the successors and assigns of Assignor and Assignee, and upon all others acting by, through, with or under the direction or control of either of them, and all those in privity therewith.

8. This Assignment may be executed in two or more counterparts, and by means of signatures conveyed by telephonic facsimile transmissions or images attached to e-mails, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

ASSIGNOR:

Seattle Gourmet Foods, Inc.

By David J. Taylor
Its President

Name DAVID J. TAYLOR

ASSIGNEE:

The Bon, Inc.

By Daniel Edelman
Its Chairman & CEO

Name Daniel Edelman

RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE dated as of October 14th, 2004 (this "Release") is made by Keybank National Association (fka Keybank) (the "Secured Party") of its security interest in certain intellectual property held by Seattle Gourmet Foods, Inc (fka Frederick's Fine Chocolates, Inc.) (collectively, the "Debtor").

WITNESSETH

WHEREAS, pursuant to certain security agreements, the Debtor granted to the Secured Party a security interest in certain assets of the Debtor (recorded pursuant to the filings attached hereto as Exhibit A and no others), which may include the trademark represented by U.S. Trademark Registration No. 2,187,043 (the "'043 Mark");

WHEREAS, the Secured Party wishes to: (i) release all of its security interest covering the '043 Mark; (ii) restore all right, title and interest in and to the '043 Mark to Debtor, so that it can assign the mark to The Bon, Inc.; and (iii) dissolve any and all liens and encumbrances respecting the '043 Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party does hereby release its security interest in the '043 Mark, and discharges, quit claims and relinquishes unto the Debtor (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the '043 Mark.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

KEYBANK NATIONAL ASSOCIATION

By: Patricia A. Huda
Name: Patricia A. Huda
Title: Vice President

3:11 3604943 - 699999

This UCC-3 CHANGE STATEMENT is prepared for filing pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE, chapter 62A.B RCW. Crop Lien filings, chapter 80.11 and Personal and Proprietary Liens chapter 80.13 RCW. PLEASE TYPE FORM.

1. DEBTOR(S) (see instruction #2)
 PERSONAL (last, first, middle name and address)
 BUSINESS (legal business name and address)
 FREDERICK'S FINE CHOCOLATES, INC.
 19016 72ND AVENUE SOUTH
 KENNY, WA 98032

2. FOR OFFICE USE - DO NOT WRITE IN THIS BOX
 FILED 8:00 AM
 2004-149-0485
 01 MAY 29
 DEPT. OF LICENSING
 OLYMPIA, WA

3. SECURED PARTY(IES) (name and address)
 KEYBANK NATIONAL ASSOCIATION-FKA KEYBANK
 OF WASHINGTON
 P.O. BOX 1594 WA-31-56-0120
 TACOMA WA 98401-1594

4. ASSIGNEE(S) of SECURED PARTY(IES) if applicable
 (name and address)

6. This change statement affects the original filing statement recorded with the Department of Licensing. List the number and date only.
 Original filing number 1998-365-0163 Date 12/31/98
 8. FEES: a \$12.00 filing fee is required for each action checked in box 7, except termination which requires no fee.
 Secured party contact person: _____ Phone: _____

7. Please check one or more of the following actions:
 CONTINUATION. The original financing statement between the Debtor(s) and Secured Party(ies), bearing the number shown in box 6, is still effective.
 FULL ASSIGNMENT. All of the Secured Party's rights under the financing statement bearing the number shown in box 6 have been assigned to the Assignee(s) whose name(s) and address(es) appear in box 4.
 PARTIAL ASSIGNMENT. The Secured Party's rights under the financing statement bearing the number shown in box 6, to the property described in box 8, have been assigned to the Assignee(s) whose name(s) and address(es) appear in box 4.
 AMENDMENT. Financing statement bearing the number shown in box 6 is amended as set forth in box 8.
 PARTIAL RELEASE. Secured Party releases the collateral described in box 8 from the financing statement bearing the number shown in box 6.
 TERMINATION. Secured Party(ies) no longer claims a security interest under the financing statement bearing the number shown in box 6.

9. DESCRIPTION of partial assignment, amendment or partial release. (Attach additional sheets if needed)
 DEBTOR'S NAME IS CHANGED TO: SEATTLE GOURMET FOODS, INC.

9. DEBTOR NAME(S) AND SIGNATURE(S):
 FREDERICK'S FINE CHOCOLATES, INC.
 TYPE NAME(S) OF DEBTOR(S) AS IT APPEARS IN BOX 1.

 SIGNATURE(S) OF DEBTOR(S)

 SIGNATURE(S) OF DEBTOR(S)

10. SECURED PARTY NAME(S) AND SIGNATURE(S)
 KEYBANK NATIONAL ASSOCIATION
 TYPE NAME(S) OF SECURED PARTY(IES) AS IT APPEARS IN BOX 3 OR 4.

 SIGNATURE(S) OF SECURED PARTY(IES)

 SIGNATURE(S) OF SECURED PARTY(IES)

11. RETURN ACKNOWLEDGMENT COPY TO:
 WESTERN COMMERCIAL LOAN SERVICES-
 P.O. BOX 5278 ID-56-PC-0101
 BOISE ID 83705

12. FILE WITH:
 UNIFORM COMMERCIAL CODE
 DEPARTMENT OF LICENSING
 P.O. BOX 9998
 OLYMPIA, WA 98507-9998
 (206) 763-2823
 MAKE CHECKS PAYABLE TO THE
 DEPARTMENT OF LICENSING
 13. FOR OFFICE USE ONLY
 Indexed To the Filing:

WASHINGTON UCC-3

31-317004943

LASER PRINTED FORM

PLEASE TYPE FORM - IF AN ERROR IS MADE, CORRECT ALL COPIES

THIS DOCUMENT IS A STATEMENT prepared for filing as required by the WASHINGTON UNIFORM COMMERCIAL CODE, Chapter 52A, RCW, to perfect a security interest in the following personal property:

1. DEBTOR(S)

- PERSONAL (last first middle name and address)
- BUSINESS (legal business name and address)

FREDERICK'S FINE CHOCOLATES, INC.
19016 72ND AVE. SOUTH
KENT, WA 98032

DATE: _____
DOB: _____
FBI#: 91-167000
DINER: _____
SSN: _____
FBI#: _____

FOR OFFICE USE ONLY - DO NOT WRITE IN THIS BOX

112
FAB-365-0163

FILED 8:00 AM
98 DEC 31

2. SECURED PARTY(IES) (name and address)

KEYBANK NATIONAL ASSOCIATION
SEATTLE METROPOLITAN COMMERCIAL BANKING CENTER
700 7TH AVENUE, 48TH FLOOR
P.O. BOX 90 WA-91-10-4871
SEATTLE, WA 98111-0480

ASSIGNMENT OF SECURED PARTY(IES) (name and address)
OLYMPIA, WA

3. CHECK ONLY IF APPLICABLE (For definitions of TRANSMITTING UTILITY AND PRODUCE OF COLLATERAL, see instruction sheet)

- Debt is a TRANSMITTING UTILITY
- Product of Collateral is stored

4. NUMBER OF ADDITIONAL SHEETS PRESENTED: 0

5. THE FINANCING STATEMENT covers the following collateral: (attach additional 1/2 x 11" sheets if needed)
All inventory, Credit Paper, Accounts and General Intangibles, whether any of the foregoing is owned now or acquired later; all accessories, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts receivable); together with the following specifically described property: ALL ASSETS INCLUDING RECEIPTS AND PATENTS

6. RETURN ORIGINAL DOCUMENT COPY TO: name and address

KEYBANK NATIONAL ASSOCIATION
COMMERCIAL LOAN SERVICE
P.O. BOX 5278
BOISE, ID 83706-8278

7. FILE WITH:
UNIFORM COMMERCIAL CODE
DEPARTMENT OF LICENSING
P.O. BOX 9999
OLYMPIA, WA 98507-9999

MAKE CHECKS PAYABLE TO THE DEPARTMENT OF LICENSING

10. FOR OFFICE USE ONLY: CHARGED TO BE FILED

11. If collateral is as described on this statement may be signed by the Secured Party instead of the Debtor. Please check the appropriate box, complete the attached lines and true if applicable.

- already existed in a territory or state in another jurisdiction when it was brought into the state of when the Debtor's operation was brought to the state (complete adjacent lines 1 and 2)
- proceeds of the original collateral described above in which a security interest was perfected (complete adjacent lines 1 and 2)
- hereinafter being which has merged, consolidated, reorganized or otherwise changed its legal structure (complete adjacent lines 1 and 2)
- acquired by a change of name, identity, or corporate structure of the debtor (complete adjacent lines 1 and 2)

1. ORIGINAL FILING NUMBER
2. FILE NO. OFFICE WHERE FILED
3. FINANCIAL NAME OF DEBTOR(S)

12. DEBtor NAME(S) AND SIGNATURE(S)
FREDERICK'S FINE CHOCOLATES, INC.
TYPE NAME OF DEBtor (LAST, FIRST, MIDDLE INITIAL)
SIGNATURE(S) OF DEBtor(S)
SIGNATURE(S) OF DEBtor(S)

13. SECURED PARTY NAME(S) AND SIGNATURE(S) ARE REQUIRED IF BOX 11 HAS BEEN COMPLETED.
KEYBANK NATIONAL ASSOCIATION
TYPE NAME(S) OF SECURED PARTY(IES) AS IT APPEARS IN BOX 2 OR 6.
SIGNATURE(S) OF SECURED PARTY(IES)
SIGNATURE(S) OF SECURED PARTY(IES)

FORM PREPARED BY THE DEPARTMENT OF LICENSING, STATE OF WASHINGTON (RCW 52A-020)

31136: 01/04/3 - 15

This UCC-3 CHANGE STATEMENT is presented for filing pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE, chapter 62A RCW; UCC Lien filing, chapter 68 11 and Provisions and Proper Liens chapter 60.13 RCW. PLEASE TYPE FORM.

1. DEBTOR(S) (see subsection 602)
 PERSONAL (last, first, middle name & address)
 BUSINESS (legal business name and address)

FREDERICK'S FINE CHOCOLATES, INC.
 19016 32ND AVENUE SOUTH
 KENT, WA 98032

TRADE NAME, DBA, AKA:

2. FOR OFFICE USE - DO NOT WRITE IN THIS BOX

FILED 8:00 AM
 01 JUN -4
 DEPT. OF LICENSING
 OLYMPIA WA

2001-155-0399

12.9' (12.9')

3. SECURED PARTY(IES) (name and address)

KEYBANK NATIONAL ASSOCIATION-FKA KEYBANK
 OF WASHINGTON
 P.O. BOX 1594 WA-3156-0120
 TACOMA WA 98401-1594

4. ASSIGNEE(S) OF SECURED PARTY(IES) if applicable (name and address)

5. This change statement affects the original filing statement recorded with the Department of Licensing. List one number and date only.
 Original filing number 2000-104-0176 Date 4/17/00

6. FEE: a \$12.00 filing fee is required for each action checked in box 7, except termination which requires no fee.
 Secured party contact person: _____ Phone: _____

7. Please check one or more of the following actions:

- CONTINUATION. The original financing statement between the Debtor(s) and Secured Party(ies), bearing the number shown in box 5, is still effective.
- FULL ASSIGNMENT. All of the Secured Party's rights under the financing statement bearing the number shown in box 5 have been assigned to the Assignee(s) whose name(s) and address(es) appear in box 4.
- PARTIAL ASSIGNMENT. The Secured Party's rights under the financing statement bearing the number shown in box 5, to the property described in box 3, have been assigned to the Assignee(s) whose name(s) and address(es) appear in box 4.
- AMENDMENT. Financing statement bearing the number shown in box 5 is amended as set forth in box 8.
- PARTIAL RELEASE. Secured Party releases the collateral described in box 3 from the financing statement bearing the number shown in box 5.
- TERMINATION. Secured Party(ies) no longer claims a security interest under the financing statement bearing the number shown in box 5.

8. DESCRIPTION of partial assignment, amendment or partial release: (Attach additional 8-1/2" sheets if needed)
 DEBTOR'S NAME IS CHANGED TO: SEATTLE GOURMET FOODS, INC.

9. DEBTOR NAME(S) AND SIGNATURE(S):
 FREDERICK'S FINE CHOCOLATES, INC.
 TYPE NAME(S) OF DEBTOR(S) AS IT APPEARS IN BOX 1.

[Signature]
 SIGNATURE(S) OF DEBTOR(S)

SIGNATURE(S) OF DEBTOR(S)

10. SECURED PARTY NAME(S) AND SIGNATURE(S)
 KEYBANK NATIONAL ASSOCIATION
 TYPE NAME(S) OF SECURED PARTY(ES) AS IT APPEARS IN BOX 3 OR 4.

SIGNATURE(S) OF SECURED PARTY(ES)

SIGNATURE(S) OF SECURED PARTY(ES)

11. RETURN ACKNOWLEDGMENT COPY TO:

WESTERN COMMERCIAL LOAN SERVICES
 P.O. BOX 5278 ID-56-PC-0101
 BOISE ID 83705

12. FILE WITH:
 UNIFORM COMMERCIAL CODE
 DEPARTMENT OF LICENSING
 P.O. BOX 8888
 OLYMPIA, WA 98507-8888
 (360) 462-3023
 MAKE CHECKS PAYABLE TO THE
 DEPARTMENT OF LICENSING

13. FOR OFFICE USE ONLY

Images To Be Filed *[Signature]*

WASHINGTON UCC-3

THIS SPACE FOR USE OF FILING OFFICER

FINANCING STATEMENT - FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is prepared for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 8 years from date of filing.

A. NAME & TITLE OF CONTACT AT FILER (optional)	B. FILING OFFICE AGENCY (optional)
C. RECEIVING COPY TO: (Name and Mailing Address)	
KEYBANK NATIONAL ASSOCIATION COMMERCIAL LOAN SERVICES P.O. BOX 6278 BOISE, ID 83705-6278 31-3113604943-9002	
D. OPTIONAL DESIGNATION <input type="checkbox"/> LEASOR/LESSOR <input type="checkbox"/> DONOR/GRANTOR/CONSIGNEE <input type="checkbox"/> NON UCC FILING	

COPY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME FREDERICK'S FINE CHOCOLATES, INC.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 10016 72ND AVENUE SOUTH		CITY KENT	STATE WA	COUNTRY POSTAL CODE 98032
1d. S.S. OR TAX ID#	OPTIONAL ADDN. INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	1g. ENTITY'S ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	COUNTRY POSTAL CODE
2d. S.S. OR TAX ID#	OPTIONAL ADDN. INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITY'S ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL SUP or ITS TOTAL ASSIGNOR) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME KEYBANK NATIONAL ASSOCIATION				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 700 FIFTH AVENUE, 48TH FLOOR		CITY SEATTLE	STATE WA	COUNTRY POSTAL CODE 98104

4. This FINANCING STATEMENT covers the following types or items of property:
All Corporate assets, including, but not limited to the following: all Accounts, Inventory, Equipment, Machinery, Contracts, Chattel Paper and General Intangibles; whether any of the foregoing is owned now or acquired later; all accretions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general insurance, general intangibles and accounts proceeds).

5. CHECK <input type="checkbox"/> BOX The FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp <input type="checkbox"/> Stamp not applicable
6. REQUIRED SIGNATURE(S) DAVID TAYLOR, President	8. (Check to RELEASE SEARCH CERTIFICATE (to non Debtors) (ADDITIONAL FEES) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

(1) FILING OFFICER COPY - NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/16/05)
CFI ProServices, Inc. 400 S.W. 8th Avenue, Portland, Oregon 97204

