

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARDENBURGER, INC.		03/21/2005	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	CAPITALSOURCE FINANCE LLC		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2782906	EAT POSITIVE	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	BROWN RUDNICK BERLACK ISRAELS LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Mark S. Leonardo		
Signature:	/s/Mark S. Leonardo/		
Date:	04/07/2005		

CH 2782906 \$40.00

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Total Attachments: 8

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FIRST AMENDMENT
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Amendment**"), dated March 21, 2005, is by and between GARDENBURGER, INC., an Oregon corporation ("**Debtor**"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as a Lender and administrative agent and collateral agent for Lenders (in such capacities, "**Secured Party**") pursuant to the Loan Agreement (as defined below), and is delivered pursuant to that certain Intellectual Property Security Agreement, dated January 10, 2002 (the "**Agreement**") by and between Debtor and Secured Party. Capitalized terms used herein and not defined herein shall have the meanings given such terms in the Agreement.

W I T N E S S E T H

WHEREAS, Secured Party, Lenders and Debtor have entered into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Debtor as set forth in the Revolving Credit and Term Loan Agreement, dated as of January 10, 2002, by and among Secured Party, Lenders and Debtor (as amended and as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "**Loan Agreement**") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Amendment (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "**Loan Documents**"); and

WHEREAS, in order to induce Secured Party and Lenders to continue to make loans and advances and provide other financial accommodations to Debtor pursuant to the Loan Agreement and the other Loan Documents, Debtor has agreed to execute this Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **AMENDMENTS TO AGREEMENT**

A. Section 1(a) of the Agreement is hereby amended to add the following after the word "trademarks" the first time it appears therein:

"general intangibles, trade secrets, formulae, processes, know-how, data, recipes, compounds, designs,".

B. Exhibit A to the Agreement is hereby amended to add the Trademarks, Copyrights and Patents set forth on Schedule 1 to this Amendment, which Trademarks, Copyrights and Patents shall be and become part of the Trademarks, Copyrights and Patents

referred to in the Agreement and Exhibit A attached thereto and shall constitute security for the Obligations. In connection with the foregoing, all references to Exhibit A in the Agreement are hereby deemed to refer to Exhibit A as amended by Schedule 1 to this Amendment. Debtor represents and warrants to Secured Party that the Trademarks, Patents and Copyrights set forth on Exhibit A to the Agreement, as amended by Schedule 1 to this Amendment represent all of the registered Trademarks, Patents and registered Copyrights of Debtor.

2. CONFIRMATION OF GRANT OF SECURITY INTEREST

Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party in all of Debtor's right, title and interest in, to and under the Trademarks, Patents and Copyrights under the Agreement, including without limitation, those set forth on Exhibit A to the Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Debtor's right, title and interest in, to, and under the Trademarks, Patents and Copyrights set forth on Schedule 1 attached hereto as fully as if the Trademarks, Patents and Copyrights had originally been located on Exhibit A to the Agreement; (c) represents, warrants and covenants that the representations, warranties and covenants in the Agreement (including, without limitation in Section 3 thereof), as amended by this Amendment, are true, correct and in full force and effect in all respects on and as of the date hereof, as though made on such date, except to the extent that any such representations or warranties relate solely to an earlier date; and (d) agrees that the Agreement, as amended hereby is and shall remain in full force and effect.

3. GENERAL PROVISIONS

A. The provisions of this Amendment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Amendment in any other jurisdiction.

B. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by facsimile shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment. The foregoing shall apply to each other Loan Document *mutatis mutandis*. This Amendment shall be deemed to be a Loan Document.

C. This Amendment shall be binding upon Debtor and its respective successors and assigns and shall inure to the benefit of the Secured Party and its respective successors, assigns and nominees.

D. The Agreement, as amended by this Amendment, together with the Loan Agreement and the other Loan Documents, constitutes the final, entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and thereto. There are no unwritten oral agreements between the parties with respect to the subject matter hereof and thereof. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE LOAN AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE LOAN AGREEMENT.

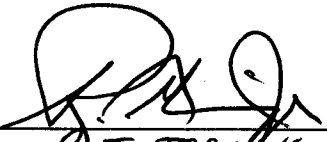
E. The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

DEBTOR

GARDENBURGER, NC.,

By: 
Name: R. J. TREELING, JR.
Title: SVP CFO

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

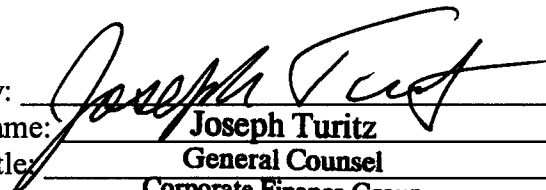
DEBTOR

GARDENBURGER, NC.,

By: _____
Name: _____
Title: _____

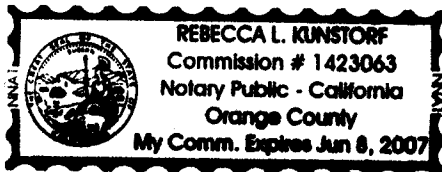
SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By: 
Name: Joseph Turitz
Title: General Counsel
Corporate Finance Group

STATE OF California)
) ss.:
 COUNTY OF Orange)

On this 21st day of March 2005, before me personally came Robert T. Trebing, Jr. to me known, who being duly sworn, did depose and say, that he is the Sr. Vice President & CFO of GARDENBURGER, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Rebecca L. Kunstorf
 Notary Public

STATE OF _____)
) ss.:
 COUNTY OF _____)

On this _____ day of March 2005, before me personally came _____ to me known, who being duly sworn, did depose and say, that he is the _____ of CAPITALSOURCE FINANCE, LLC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

 Notary Public

STATE OF _____)
) ss.:
 COUNTY OF _____)

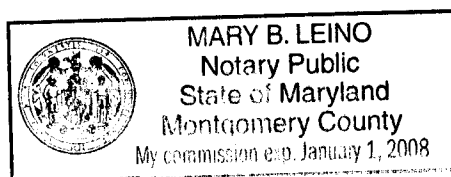
On this _____ day of March 2005, before me personally came _____ to me known, who being duly sworn, did depose and say, that he is the _____ of GARDENBURGER, INC., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.

 Notary Public

STATE OF MARYLAND)
) ss.:
 COUNTY OF MONTGOMERY)

On this 21 day of March 2005, before me personally came Joseph Turitz to me known, who being duly sworn, did depose and say, that he is the General Counsel, Corporate Finance Group of CAPITALSOURCE FINANCE, LLC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Mary B. Leino
 Notary Public



Schedule 1
(Additions to Exhibit A to Intellectual Property Security Agreement)

1. Additional Trademarks

Trademark	Assignee/ Owner	Reg. No.
EAT POSITIVE	Gardenburger, Inc.	2782906

2. Additional Patents

None.

3. Additional Copyrights

None.