

MRD 2/24/2005

08-01-2005



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Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contract to assign marks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Snack Alliance Inc.		05/23/2000	CORPORATION:

RECEIVING PARTY DATA

Name:	Snak King Corp.
Street Address:	16150 East Stephen Street
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91745-1718
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1319610	GRANNY GOOSE
Registration Number:	433728	GRANNY GOOSE
Registration Number:	899786	GRANNY GOOSE
Registration Number:	951462	GRANNY GOOSE
Registration Number:	1001603	GRANNY GOOSE
Registration Number:	1001602	
Registration Number:	1319609	
Registration Number:	434237	GRANNY GOOSE
Registration Number:	899785	
Registration Number:	750267	TOM SAWYER
Registration Number:	705655	SNAPS
Registration Number:	1821539	OVERLAND TRAIL
Registration Number:	1840724	MOM'S OLD FASHIONED
Registration Number:	1408774	OLD SAN FRANCISCO STYLE

CH \$390.00 1319610

Registration Number:	1009220	CRUNCHI-O'S
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## CORRESPONDENCE DATA

Fax Number: (206)224-0779  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 206.682.8100  
Email: efilings@cojck.com  
Correspondent Name: Cindy L. Caditz, Esq.  
Address Line 1: 1420 Fifth Avenue, Suite 2800  
Address Line 4: Seattle, WASHINGTON 98101-2347

NAME OF SUBMITTER:	Cindy L. Caditz
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Signature:	/cindy caditz/
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Date:	02/24/2005
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## Total Attachments: 29

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**TRADEMARK AGREEMENT**

This Agreement is made and entered into as of [REDACTED], 2004 (the "Effective Date"), by and between Snack Alliance Inc. ("Alliance"), an Oregon corporation, and Snak King Corp. ("King"), a Delaware corporation, with reference to the following facts:

- A. Alliance is a manufacturer of snack food items, whose primary focus is on the production and sale of potato chips.
- B. King manufactures a wide array of snack food items, including, without limitation, corn chips, tortilla chips, pork rinds, extruded snacks, popcorn, nuts, candies, trail mixes, and pretzels.
- C. Alliance and King agreed to jointly purchase various assets from Coast Business Credit, including the trademarks shown on Exhibits A, B and C attached hereto and by this reference incorporated herein. Alliance purchased such assets and trademarks from Coast Business Credit, and King has been using certain of these trademarks with the permission of Alliance.
- D. Alliance previously transferred to King the trademark THE WHOLE EARTH as described in Section 2.2. Alliance and King now wish to divide the remaining assets and trademarks purchased from Coast Business Credit by Alliance between themselves as set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the parties agree as follows:

1. Certain Definitions

As used herein, the following terms shall have the respective meanings set forth below:

1.1 "Potato Chip Snack Foods" shall only mean fried potato chips, baked potato chips, kettle potato chips, and fabricated potato chips like "Pringles" or "Stax", whether or not stackable, and whether in a bag, can or otherwise, provided that such fabricated potato chips are marketed as potato chips and the packaging prominently identifies such products as potato chips. Except for the fabricated potato chips described above, no other potato snack products made with potato flakes and/or potato starch shall be "Potato Chip Snack Foods" unless agreed upon in writing by the parties. King acknowledges that fabricated potato chips marketed and packaged in a manner comparable to "Pringles" or "Stax" brand potato chips as of the Effective Date, samples of which are attached hereto as Schedule 2 to Exhibit E, shall qualify as "Potato Chip Snack Foods" if and so long as the marketing and packaging were changed to prominently identify such product as potato chips.

1.2 "Dry Dips" shall mean all solely dry and powder dips made for use in connection with potato chips, whether or not to be used with dairy products, but shall not include, for example, bean dips, salsa, picante sauce, or guacamole.

1.3 **Non-Potato Chip Snack Foods** shall include all snack food items except those specifically falling within the above definitions of "Potato Chip Snack Foods" and "Dry Dips" and except as limited below with respect to snack food items made with potato flakes and/or potato starch. With respect to snack food items made with potato flakes and/or potato starch, Non-Potato Chip Snack Foods are not limited to: veggie chips made with potato flakes and/or potato starch like "Jensen's Orchard", provided that such veggie chips are marketed as veggie chips and the packaging prominently identifies such products as veggie chips, potato fries like "Andy Capp's" provided that such potato fries are marketed as potato fries and the packaging prominently identifies such products as potato fries. Except for the potato fries and veggie chips described in the preceding sentence, no other potato snack products made with potato flakes and/or potato starch shall be "Non-Potato Chip Snack Foods" unless agreed upon in writing by the parties. Alliance acknowledges that potato fries marketed and packaged in a manner comparable to "Andy Capp's" brand potato fries as of the Effective Date, a sample of which is attached hereto as Schedule 3 to Exhibit E, and veggie chips marketed and packaged in a manner comparable to "Jensen's Orchard" brand veggie chips as of the Effective Date, a sample of which is attached hereto as Schedule 4 to Exhibit E, shall qualify as "Non-Potato Chip Snack Foods". With respect to snack food items not made with potato flakes and/or potato starch, non-Potato Chip Snack Foods include, but are not limited to: corn chips, tortilla chips, puffed corn snacks, cheese flavored corn puffs, extruded cheese corn chips, pork rinds, cracklings, chicharrones, onion rings, pretzels, popcorn, caramel corn, nuts, sunflower seeds, edible seeds, trail mix, candies, confections, meat snacks, smoked beef, sausages, meat sticks and meat sticks in combination with cheese ingredients, vegetable based, flour-based snacks, cookies, brownies, bean dip, salsa, guacamole and picante sauce.

1.4 "Alliance Marks" means the trademarks listed on Exhibit A.

1.5 "Granny Goose Marks" means the trademarks listed on Exhibit B.

1.6 "King Marks" means the Granny Goose Marks and the trademarks listed on Exhibit C.

## 2. Ownership; License.

2.1 Alliance Marks. The parties agree that Alliance is and shall be the sole and exclusive owner of all right, title and interest in and to the Alliance Marks throughout the world, including without limitation, as used in connection with Non-Potato Chip Snack Foods. King agrees that it has no claim of ownership or right to use the Alliance Marks.

2.2 King Marks. The parties agree that King shall be the sole and exclusive owner of all right, title and interest in and to the King Marks throughout the world, including without limitation, as used in connection with Potato Chip Snack Foods and Dry Dips. Alliance shall assign to King all of Alliance's right, title and interest in and to the King Marks, and shall execute the Trademark Assignment set forth in Exhibit D attached hereto and by this reference incorporated herein. Except as provided in this Agreement, Alliance agrees that it has no claim of ownership or right to use the King Marks upon execution of the Trademark Assignment set forth in Exhibit E and acknowledgement thereof by King. The parties acknowledge and agree that Alliance transferred to King the mark THE WHOLE EARTH and the U.S. Registration

therefor (Regis. No. 980,450 issued March 12, 1974) pursuant to that certain Assignment of Registered Trademark dated March 8, 2004. The rights and obligations of the parties under this Agreement relating to the King Marks shall also apply to THE WHOLE EARTH mark.

2.3 Granny Goose Marks. King shall license to Alliance the right to use the Granny Goose Marks in connection with Potato Chip Snack Foods and Dry Dips and the parties shall enter into the Trademark License set forth in Exhibit E attached hereto and by this reference incorporated herein.

### 3. Costs/Payments

Alliance and King each agree to pay its own attorneys' fees and costs involved in assigning to King the King Marks as set forth in Section 2.2 of this Agreement. For the purposes of clarification, to the extent that King elects to record such assignment in the United States or any foreign jurisdiction, King shall pay its attorneys' fees, filing fees and other costs incurred in connection therewith. Subject to Section 7.2, to the extent that either Alliance or King elects to maintain any registrations or file or prosecute any applications for the Alliance Marks and King Marks, respectively, such party shall pay its respective attorney's fees, filing fees and other costs incurred in connection therewith.

### 4. Transfer of Granny Goose Marks

4.1 King shall not enter into any transaction for the transfer of any or all of its interests in a Granny Goose Mark that is the subject of this Agreement without first (i) notifying Alliance in writing the terms of all pending bona fide third party offers under consideration by King to acquire any or all of King's interests in the Trademark, and (ii) giving Alliance the opportunity to acquire the Trademark on terms at least as favorable to King as all of those then under consideration from any third parties (the "Right of Refusal"). Alliance shall have a period of 30 days from the date of its receipt of such notice to notify Alliance of its intention to meet or exceed the most favorable third-party offer then under consideration by King. If Alliance sends such intention, then Alliance shall have an additional 15 days after such 30-day period to meet or exceed such third party offer. If Alliance fails to offer to meet or exceed all of the terms of such third-party offer within said 30-day period or fails to meet or exceed such third party offer within said 15-day period, then after the expiration of the 30-day and 15-day periods, King shall be free to accept such third-party offer and transfer its interests in the mark in accordance therewith; provided, however, that such transfer must be in writing and made expressly subject to the continuation of the rights of Alliance as set forth in this Agreement.

4.2 Notwithstanding Section 4.1 of this Agreement, King may transfer its interests in any Granny Goose Mark that is the subject of this agreement (i) to a wholly owned subsidiary, parent or affiliate of King, (ii) in connection with the merger or consolidation of King into or with another entity, or (iii) in connection with the sale or transfer of all or substantially all of the assets of King, and in each such case Alliance shall not have the Right of Refusal. Any such transfer shall, however, be in writing and made expressly subject to the continuation of the rights of Alliance as set forth in this Agreement. As used in this Section, "affiliate" of a party means an entity controlling, controlled by or under common control with such party.

## 5. Relationship

5.1 Nothing in this Agreement shall be construed to create a joint venture, partnership or similar relationship between the parties and, except as may specifically be provided herein, neither party shall have the right to bind the other party to any agreement or to pledge or encumber the other party's credit or property. Nothing herein shall be construed to create a third party beneficiary right or interest in any other person or entity.

5.2 Each party hereto agrees to execute and deliver any and all further documents, and to perform such other acts, as may be necessary or expedient to carry out and make effective this Agreement.

5.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted hereunder, their respective successors, executors, administrators and assigns.

## 6. Insurance.

During the term of this Agreement, each party shall maintain in full force and effect, the insurance coverage described in this Section pertaining to the Granny Goose Marks and products using the Granny Goose Marks so long as such party continues to use any Granny Goose Marks which such party is permitted to use pursuant to this Agreement. Such insurance shall be of the following types of coverage and limits of liability: (i) Product Liability Insurance at limits of at least \$5 million dollars combined single limit per occurrence and in the aggregate, and (ii) Commercial General Liability of not less than \$2 million dollars combined single limit per occurrence and in the aggregate. Such insurance coverage for each party shall name the other party as an additional insured. Each party shall furnish the other party with certificates of such insurance policies upon request of the other party. Such insurance policy shall not be revoked by the insurer until 30 days' written notice of intended revocation thereof shall first have been given to the other party by such insurer.

## 7. Trademark Maintenance and Abandonment.

7.1 King shall be solely responsible for the maintenance at the U.S. Patent and Trademark Office of any registration or pending applications for the Granny Goose Marks for Potato Chip Snack Foods and Dry Dips valid at the time this Agreement is signed and shall maintain such registrations in good standing unless otherwise agreed upon in writing by Alliance. Alliance shall cooperate in King's maintenance activities. King shall have no obligation to maintain such marks in any foreign jurisdiction.

7.2 In the event that Alliance believes the registration or pending applications for the Granny Goose Marks for Potato Chip Snack Foods and Dry Dips at the U.S. Patent and Trademark Office or in any foreign jurisdiction are at risk of not being maintained or King has not otherwise complied with section 7.1 or if Alliance believes that any further registrations or applications for any Granny Goose Marks for Potato Chip Snack Foods and Dry Dips would be necessary or advisable in the U.S. or any foreign jurisdiction, Alliance may, at its own expense and without any reimbursement, file, prosecute and maintain such trademark applications or registrations on behalf of King. Alliance shall inform King of any maintenance or other such

activity permitted hereunder taken by Alliance on behalf of King. As reasonably requested by Alliance, King shall cooperate, at Alliance's expense, with such maintenance activity or the filing, prosecution and/or maintenance of further applications and registrations on behalf of King for the Granny Goose Marks for Potato Chip Snack Foods in the United States or foreign jurisdictions.

8. Injunctive Relief.

The parties acknowledge and agree that any breach or threatened breach of this Agreement may cause the aggrieved party irreparable harm for which monetary damages will be inadequate compensation. Accordingly, the aggrieved party shall be entitled, in addition to any other remedies available at law or in equity, to injunctive relief with such bond, if any, as ordered by the Court. The breaching party may not defend against such action on the grounds either that the aggrieved party has adequate remedy at law or that this agreement is void and unenforceable. The party obtaining such injunctive relief shall be entitled to recover its reasonable attorney's fees.

9. Indemnification.

9.1 Alliance shall give King prompt written notice if any third person brings a claim or lawsuit against Alliance alleging that: (1) the Non-Potato Chip Snack Foods using the Granny Goose Marks, or any part thereof, caused personal injury, death, or property damage to such third person; (2) King, or its officers, employees, agents or subcontractors, caused personal injury, death, or property damage to such third person relating to the Non-Potato Chip Snack Foods using the Granny Goose Marks; or (3) King's use of the Granny Goose Marks, or any part thereof, infringed on the rights of such third person. King shall, at its own expense and using counsel reasonably acceptable to Alliance, defend Alliance against any such claim or lawsuit. King shall, at its own expense, indemnify, defend and hold harmless Alliance from and against any claim, action, loss, liability, damage, cost and expense (including without limitation reasonable attorneys fees) which Alliance may incur or suffer, arising from such claim or lawsuit. IN NO EVENT SHALL KING BE LIABLE UNDER THIS SECTION FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ALLIANCE, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST GOODWILL, OR LOST BUSINESS, ARISING UNDER OR AS A RESULT OF ANY CLAIM OR LAWSUIT DESCRIBED HEREIN.

9.2 King shall give Alliance prompt written notice if any third person brings a claim or lawsuit against Alliance alleging that: (1) the Potato Chip Snack Foods and/or Dry Dips using the Granny Goose Marks, or any part thereof, caused personal injury, death, or property damage to such third person; (2) Alliance, or its officers, employees, agents or subcontractors, caused personal injury, death, or property damage to such third person relating to the Potato Chip Snack Foods and/or Dry Dips using the Granny Goose Marks; or (3) Alliance's use of the Granny Goose Marks, or any part thereof, infringed on the rights of such third person. Alliance shall, at its own expense and using counsel reasonably acceptable to King, defend King against any such claim or lawsuit. Alliance shall, at its own expense, indemnify, defend and hold harmless King from and against any claim, action, loss, liability, damage, cost and expense (including without limitation reasonable attorneys fees) which King may incur or suffer, arising from such claim or

lawsuit. IN NO EVENT SHALL ALLIANCE BE LIABLE UNDER THIS SECTION FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF KING, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST GOODWILL, OR LOST BUSINESS, ARISING UNDER OR AS A RESULT OF ANY CLAIM OR LAWSUIT DESCRIBED HEREIN.

9.3 This Section 6 shall survive termination, expiration or completion of performance under this Agreement, in whole or in part. "Third party" as used in this Section excludes each wholly owned subsidiary, parent or affiliate of the party seeking indemnification as "affiliate" is defined in Section 4.2.

#### 10. Notices

All notices hereunder shall be given at the respective addresses of the parties as set forth below unless written notification of a change of address is provided and the date of receipt, if by mail or hand delivery or recognized overnight air courier, or the date of transmission, if by facsimile telecopier and confirmed telephonically to the named individual, shall be deemed the date notice is given.

**If to Alliance:**

c/o Pat Lindenbach, Chairman  
Snack Alliance, Inc.  
#1801 -1030 West Georgia Street  
Vancouver, B.C. V6E2Y3  
Fax: (253) 589-9604

**If to King:**

c/o Barry C. Levin  
President & CEO  
Snak King Corp.  
16150 East Stephen Street  
City of Industry, CA 91745-1718  
Fax: (626) 369-1812  
Phone: (626) 336-7711

#### 11. Waivers and Amendments

This Agreement may be amended, modified, superseded, or cancelled, and the terms and conditions hereof may be waived only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right hereunder, nor any single or partial exercise of any rights hereunder, preclude any other or further exercise thereof or the exercise of any other right hereunder.

#### 12. Interpretation



12.1 All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom.

12.2 Throughout this Agreement, as context may require, references to any word used in one tense or case shall include all other appropriate tenses or cases.

12.3 This Agreement shall be deemed to have been jointly drafted by the parties hereto and shall be construed in accordance with its fair meaning, and not strictly against any party.

12.4 The parties agree that the laws of the State of California shall govern the interpretation and enforcement of this Agreement, without giving effect to that state's choice of law rules.

### 13. Severability

If any provision of this Agreement is held to be unlawful, void, invalid or inoperative, such event shall not affect any other provisions herein, which shall continue and remain in full force and effect as though such unlawful, void, invalid or inoperative provision had not been a part hereof.

### 14. Incorporation by Reference

Exhibits A-E attached hereto are hereby incorporated by reference and made a part hereof.

### 15. Entire Agreement

This Agreement and the documents incorporated by reference constitute that entire agreement of the parties hereto with respect to the subject matter hereof and supersedes in their entirety all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. The terms of this Agreement as set forth in the numbered sections hereof are contractual and not mere recitals. Each party has executed this Agreement without reliance upon any promise, representation or warranty other than those expressly set forth herein. Each party acknowledges that (i) it has carefully read this Agreement; (ii) it has had the assistance of legal counsel of its choosing (and such other professionals and advisors as it has deemed necessary) in the review and execution hereof; (iii) the meaning and effect of the various terms and provisions hereof have been fully explained to it by such counsel; (iv) it has conducted such investigation, review and analysis as it has deemed necessary to understand the provisions of this Agreement and the transactions contemplated hereby; and (v) it has executed this Agreement of its own free will.

### 16. Remedies.

Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to a party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other

remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

17. Force Majeure

Neither party shall be liable nor be in default under this Agreement where delays or inability to perform are the result of government or regulatory action, strikes, labor problems, boycotts, wars, shortages, acts of God, or other force majeure occurrences beyond the control of such party.

18. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives, below.

Snack Alliance, Inc.  
1801-1030 West Georgia St.  
Vancouver, B.C. V6E 243

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Snak King Corp.  
16150 East Stephen Street  
City of Industry, CA 91745-1718

By: \_\_\_\_\_  
Barry C. Levin  
President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Barry C. Levin  
Secretary

Dated: \_\_\_\_\_

**EXHIBIT A****ALLIANCE MARKS**

The Alliance Marks consist of the following trademarks and their corresponding registrations or applications listed below.

CHIPPLES, U.S. Registration No. 1,386,188;  
 CLOVER CLUB, U.S. Registration No. 1,549,338  
 1ST PLACE FLAVOR & Design, U.S. Registration No. 1,552,129;  
 IDAHO RUSS CHIPS, U.S. Registration No. 1,504,142;  
 COUNTRY CRISP, U.S. Registration No. 1,341,158;  
 50% LESS SALT NOT A SHAKE LESS FLAVOR & Design, U.S. Registration No. 1,332,461;  
 NOT A SHAKE LESS FLAVOR! (Stylized), U.S. Registration No. 1,327,266;  
 HOD SANDERS' CLOVER CLUB & Design, U.S. Registration No. 1,261,052;  
 PARTY CHIPS (Stylized), U.S. Registration No. 738,310;  
 PARTY CHIPS (Stylized), U.S. Serial No. 78/173295  
 GRANNY GOOSE RIPPLES (Stylized), U.S. Registration No. 1,927,608 (cancelled);  
 GOLDEN DELIGHTS, U.S. Registration No. 1,877,187 (cancelled);  
 RED SEAL, U.S. Registration No. 1,718,424 (cancelled);  
 WHIFFEN CHIPS, U.S. Registration No. 614,057 (expired);  
 GRANDMA GOODWIN'S, U.S. Registration No. 1,095,372 (expired);  
 BETTY LOU, U.S. Registration No. 1,024,257 (expired);  
 "DIPPERS", U.S. Registration No. 666,096 (expired);  
 RIPLETS, U.S. Registration No. 667,801 (expired);  
 SMART PACK, U.S. Serial No. 74/580,331 (abandoned); and  
 RIPPLES, U.S. Serial No. 74/389,616 (abandoned).

Trademark	Reg. No.	Reg. Date	Country
Flavor Destinations [unregistered]			
Ripples [state registration]	70221	06/22/93	California
Ripples [state registration; expired]	156121	7/21/93	Hawaii
Spudettes [state registration; expired]	70271	6/30/76	California
Chippers [state registration; expired]		12/14/93	Nevada
Hawaiian Style Potato Chips	R-9247	01/24/85	Panama
Potato Chips	R-9361	02/22/85	Panama

Trademark	Reg. No.	Reg. Date	Country
Sour Cream & Onion Potato Chips	R-9346	02/22/85	Panama
Ripples	MA572093	08/05/93	Malaysia
Ripples	733,889	03/07/95	P.R.C.
Ripples	630,141	02/01/94	P.R.C. Taiwan
Ripples	KOR19430	01/13/94	Thailand

**EXHIBIT B****GRANNY GOOSE MARKS**

The Granny Goose Marks consist of the following trademarks and their corresponding registrations or applications listed below.

GRANNY GOOSE & Design, U.S. Registration No. 1,319,610;  
 GRANNY GOOSE & Design, U.S. Registration No. 433,728;  
 GRANNY GOOSE, U.S. Registration No. 899,786;  
 GRANNY GOOSE, U.S. Registration No. 951,462;  
 GRANNY GOOSE, U.S. Registration No. 1,001,603;  
 Design Only (goose design), U.S. Registration No. 1,001,602;  
 Design Only (goose head design), U.S. Registration No. 1,319,609;  
 GRANNY GOOSE & Design, U.S. Registration No. 434,237; and  
 Design Only (goose cameo design), U.S. Registration No. 899,785 (expired).

Trademark	Reg. No.	Reg. Date	Country
Granny Goose	161,763	03/21/84	Canada
Granny Goose Full Body Design	173,714	04/30/95	Colombia
Granny Goose	88,961	10/24/94	Costa Rica
Granny Goose	708 of 1971	08/06/70	Hong Kong
Granny Goose Full Body Design	709 of 1971	08/06/70	Hong Kong
Granny Goose	Pending	06/12/96	Indonesia
Granny Goose Full Body Design	Pending	06/12/96	Indonesia
Granny Goose	850,566	03/25/70	Japan
Granny Goose Full Body Design	Pending		Japan
Granny Goose Full Body Design	MA572093	07/15/95	Malaysia
Granny Goose	425,136	11/11/92	Mexico
Granny Goose Full Body Design	501,585	08/29/95	Mexico
Granny Goose	36247	04/14/86	Panama
Granny Goose Full Body Design	36245	02/26/95	Panama

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>
Granny Goose	730,563	02/21/95	P.R.C.
Granny Goose Full Body Design	735,196	08/14/95	P.R.C.
Granny Goose	382093	05/21/93	Singapore
Granny Goose Full Body Design	620587	12/23/87	Singapore
Granny Goose	KOR37204	12/08/94	Thailand
Granny Goose Full Body Design	141571	12/19/69	Thailand

**EXHIBIT C****KING MARKS**

The King Marks consist of the Granny Goose Marks and the following trademarks and their corresponding registrations or applications listed below.

TOM SAWYER & Design, U.S. Registration No. 750,267;  
SNAPS, U.S. Registration No. 705,655;  
OVERLAND TRAIL, U.S. Registration No. 1,821,539;  
MOM'S OLD FASHIONED, U.S. Registration No. 1,840,724;  
OLD SAN FRANCISCO STYLE & Design, U.S. Registration No. 1,408,774;  
CRUNCHI-O'S, U.S. Registration No. 1,009,220 (expired).

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>
Old San Francisco Style & Design	48718975	04/12/95	Mexico
Crunchi-O's	SN 1852474	8/11/92 Filed	Argentina
Crunchi-O's	SN 1875397	4/12/93 Filed	Argentina
Crunchi-O's	8575	7/28/84	Bahrain
Crunchi-O's	328682	6/12/87	Canada
Crunchi-O's	B1538/1982	7/9/80	Hong Kong
Crunchi-O's	10932	1/28/80	Kuwait



**EXHIBIT D****TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is made and entered into this [REDACTED] day of [REDACTED], 2004, by and between by and between Snack Alliance Inc., an Oregon corporation ("Assignor") and Snak King Corp., a Delaware corporation, located at 16150 East Stephen Street, City of Industry, CA 91745-1718 ("Assignee").

WHEREAS, Assignor has rights in the trademarks/service marks and their corresponding registrations and applications in listed on Schedule 1 which is attached hereto and incorporated by reference (collectively the "Trademarks");

WHEREAS, Assignor and Assignee are parties to a Trademark Agreement, dated [REDACTED], 2004 (the "Trademark Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire all of Assignor's rights in the Trademarks, together with the goodwill symbolized thereby, on the terms and conditions set forth in the Trademark Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, grant, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks worldwide, and the corresponding registrations and applications in the U.S. Patent and Trademark Office and any other registrations or applications therefor in the United States or any foreign jurisdiction, together with the good will of the business symbolized by the Trademarks and all claims and causes of action relating to infringement of the Trademarks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer Assignor's rights in the Trademarks to Assignee.

Assignor represents and warrants to Assignee that Assignor did not previously assign or transfer, or purport to assign or transfer, any or all of the rights, titles, or interests assigned by this document

If any action is brought relating to this Trademark Assignment, then the non-prevailing party shall pay the prevailing party's attorneys' fees, costs, and expenses as a court may determine.

This Assignment may be executed in counterparts, which taken together as a whole may be considered one agreement.



**SCHEDULE 1****TRADEMARKS**

GRANNY GOOSE & Design, U.S. Registration No. 1,319,610;  
 GRANNY GOOSE & Design, U.S. Registration No. 433,728;  
 GRANNY GOOSE, U.S. Registration No. 899,786;  
 GRANNY GOOSE, U.S. Registration No. 951,462;  
 GRANNY GOOSE, U.S. Registration No. 1,001,603;  
 Design Only (goose design), U.S. Registration No. 1,001,602;  
 Design Only (goose head design), U.S. Registration No. 1,319,609;  
 GRANNY GOOSE & Design, U.S. Registration No. 434,237;  
 Design Only (goose cameo design), U.S. Registration No. 899,785 (expired);  
 TOM SAWYER & Design, U.S. Registration No. 750,267;  
 SNAPS, U.S. Registration No. 705,655;  
 OVERLAND TRAIL, U.S. Registration No. 1,821,539;  
 MOM'S OLD FASHIONED, U.S. Registration No. 1,840,724; OLD SAN FRANCISCO  
 STYLE & Design, U.S. Registration No. 1,408,774; and  
 CRUNCHI-O'S, U.S. Registration No. 1,009,220 (expired).

Trademark	Reg. No.	Reg. Date	Country
Granny Goose	161,763	03/21/84	Canada
Granny Goose Full Body Design	173,714	04/30/95	Colombia
Granny Goose	88,961	10/24/94	Costa Rica
Granny Goose	708 of 1971	08/06/70	Hong Kong
Granny Goose Full Body Design	709 of 1971	08/06/70	Hong Kong
Granny Goose	Pending	06/12/96	Indonesia
Granny Goose Full Body Design	Pending	06/12/96	Indonesia
Granny Goose	850,566	03/25/70	Japan
Granny Goose Full Body Design	Pending		Japan
Granny Goose Full Body Design	MA572093	07/15/95	Malaysia
Granny Goose	425,136	11/11/92	Mexico
Granny Goose Full Body Design	501,585	08/29/95	Mexico
Granny Goose	36247	04/14/86	Panama

Trademark	Reg. No.	Reg. Date	Country
Granny Goose Full Body Design	36245	02/26/95	Panama
Granny Goose	730,563	02/21/95	P.R.C.
Granny Goose Full Body Design	735,196	08/14/95	P.R.C.
Granny Goose	382093	05/21/93	Singapore
Granny Goose Full Body Design	620587	12/23/87	Singapore
Granny Goose	KOR37204	12/08/94	Thailand
Granny Goose Full Body Design	141571	12/19/69	Thailand
Old San Francisco Style & Design	48718975	04/12/95	Mexico
Crunchi-O's	SN 1852474	8/11/92 Filed	Argentina
Crunchi-O's	SN 1875397	4/12/93 Filed	Argentina
Crunchi-O's	8575	7/28/84	Bahrain
Crunchi-O's	328682	6/12/87	Canada
Crunchi-O's	B1538/1982	7/9/80	Hong Kong
Crunchi-O's	10932	1/28/80	Kuwait

**EXHIBIT E****TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement (the "Agreement") is made and entered into as of [REDACTED], 2004 (the "Effective Date"), by and between Snack Alliance Inc., an Oregon corporation ("Licensee"), and Snak King Corp., a Delaware corporation ("Licensor").

WHEREAS, Licensor and Licensee are parties to a Trademark Agreement, dated [REDACTED], 2004 (the "Trademark Agreement"), pursuant to which Licensee agreed to assign to Licensor certain trademarks as described more fully on Schedule 1; and

WHEREAS, pursuant to the Trademark Agreement, Licensor agreed to, subsequent to such assignment, license to Licensee the use of such trademarks in connection with certain potato chip products in the United States and throughout the world on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto agree as follows:

1. Definitions.

a. "Dry Dips" shall mean all solely dry and powder dips made for use in connection with potato chips, whether or not to be used with dairy products, but shall not include, for example, bean dips, salsa, picante sauce, or guacamole.

b. "Goods" means Potato Chip Snack Foods and Dry Dips

c. "Potato Chip Snack Foods" shall only mean fried potato chips, baked potato chips, kettle potato chips, and fabricated potato chips like "Pringles" or "Stax", whether or not stackable, and whether in a bag, can or otherwise, provided that such fabricated potato chips are marketed as potato chips and the packaging prominently identifies such products as potato chips. Except for the fabricated potato chips described above, no other potato snack products made with potato flakes and/or potato starch shall be "Potato Chip Snack Foods" unless agreed upon in writing by the parties. King acknowledges that fabricated potato chips marketed and packaged in a manner comparable to "Pringles" or "Stax" brand potato chips as of the Effective Date, samples of which are attached hereto as Schedule 2 to Exhibit E, shall qualify as "Potato Chip Snack Foods" if and so long as the marketing and packaging were changed to prominently identify such product as potato chips.

d. "Non-Potato Chip Snack Foods" shall include all snack food items except those specifically falling within the above definitions of "Potato Chip Snack Foods" and "Dry Dips" and except as limited below with respect to snack food items made with potato flakes and/or potato starch. With respect to snack food items made with potato flakes and/or potato starch, Non-Potato Chip Snack Foods are not limited to: veggie chips made with potato flakes and/or potato starch like "Jensen's Orchard", provided that such veggie chips are marketed as veggie chips and the packaging prominently identifies such products as

veggie chips, potato fries like "Andy Capp's" provided that such potato fries are marketed as potato fries and the packaging prominently identifies such products as potato fries. Except for the potato fries and veggie chips described in the preceding sentence, no other potato snack products made with potato flakes and/or potato starch shall be "Non-Potato Chip Snack Foods" unless agreed upon in writing by the parties. Alliance acknowledges that potato fries marketed and packaged in a manner comparable to "Andy Capp's" brand potato fries as of the Effective Date, a sample of which is attached hereto as Schedule 3 to Exhibit E, and veggie chips marketed and packaged in a manner comparable to "Jensen's Orchard" brand veggie chips as of the Effective Date, a sample of which is attached hereto as Schedule 4 to Exhibit E, shall qualify as "Non-Potato Chip Snack Foods". With respect to snack food items not made with potato flakes and/or potato starch, Non-Potato Chip Snack Foods include, but are not limited to: corn chips, tortilla chips, puffed corn snacks, cheese flavored corn puffs, extruded cheese corn chips, pork rinds, cracklings, chicharrones, onion rings, pretzels, popcorn, caramel corn, nuts, sunflower seeds, edible seeds, trail mix, candies, confections, meat snacks, smoked beef, sausages, meat sticks and meat sticks in combination with cheese ingredients, vegetable based, flour-based snacks, cookies, brownies, bean dip, salsa, guacamole and picante sauce.

e. "Trademarks" means the trademarks listed on Schedule 1, which is attached hereto and incorporated by reference

2. License. The Licensor grants to the Licensee the exclusive, royalty-free and perpetual right and license to use the Trademarks in the United States and through out the world in connection with the Goods. The Trademarks shall not be used by the Licensee on any other goods or services without the express written consent of the Licensor. Licensor reserves to itself the right to use the Trademarks in association with Non-Potato Chip Snack Foods, but shall refrain from using the Trademarks in association with the Goods.

3. Quality of Goods. The Licensee shall manufacture, distribute, and sell the Goods and shall use the Trademarks only with the Goods manufactured by or for the Licensee in accordance with the same or similar standards as for Licensee's largest private label customers, namely Safeway, Kroger, Albertson and Wal-Mart.

4. Inspection and Control. Licensee shall, upon request of the Licensor, submit to the Licensor or to its representatives, a reasonable number of samples of Goods that it sells or intends to sell under the Trademarks for the purpose of determining compliance with this Agreement. The quality of Goods will be deemed acceptable to Licensor unless specific written objection is given to Licensee within two (2) weeks of the time of inspection. In the event that Licensor determines that the quality of the Goods does not meet the requirements of Section 3 above, Licensor may, at its option and expense, engage an independent third party consumer group agreed upon by the parties (and, if the parties fail to agree, Dr. Wilbur A. Gould, Consultant, Snack Food Association and author of *Potato Processing: Production & Technology*) to evaluate the quality of the Goods. If such independent third party consumer group determines that the quality of the Goods does not meet the requirements of Section 3 above, it shall provide written notice of such determination to both parties setting forth in reasonable detail the basis for such determination. Licensee shall have a period of 90 days from its receipt of such written notice to make any necessary corrections. If Licensee fails to make the necessary corrections within such 90 day period, it shall suspend

the sale and distribution of any nonconforming Goods until such correction is made. The parties shall confer to resolve any disagreement regarding this Section.

5. Use of Trademarks. Upon request of Licensor, Licensee shall provide the Licensor with representative samples of literature, packages, labels, labeling, and advertising prepared by or for the Licensee and used by Licensee on the Goods which display the Trademarks and all significant changes thereto. Licensee shall use the Trademarks in accordance with Licensor's reasonable instructions for the display or formatting of the Trademarks provided to Licensee in writing in advance, which shall be no less restrictive than Licensor's own use and display of the Trademarks. The parties shall confer to resolve any disagreement regarding this Section. Licensee shall take reasonable steps to transition its packaging of the

**Snak King**

Goods to state that "Granny Goose is a trademark of <sup>King of Snacks</sup> ", and shall, within 2 years of the Effective Date, cause all packaging for the Goods using the Trademarks to state

**Snak King**

that "Granny Goose is a trademark of <sup>King of Snacks</sup> ". Licensee shall not disparage nor cause injury to the Trademarks. If Licensor determines that Licensee's display and formatting of the Trademarks does not meet the requirements of this Section 5, it shall provide written notice of such determination to Licensee setting forth in reasonable detail the basis for such determination. Licensee shall have a period of 90 days from its receipt of such written notice to make any necessary corrections. If Licensee fails to make the necessary corrections within such 90 day period, it shall suspend the distribution of any nonconforming literature, packages, labels, labeling, and advertising until such correction is made.

6. Registration and Licensee. If the law requires in the United States of America or any foreign jurisdiction, Licensor shall, at Licensee's request and expense, make application to register the Licensee as a permitted user or registered user of the Trademarks and, if necessary, or if requested by the Licensor or its duly authorized representative, the Licensee undertakes to join in such application under the conditions of this Agreement and to execute any such documents as may be necessary to implement such application..

7. Enforcement. Licensor may enforce the Trademarks against infringers at its sole option and expense, and Licensee shall cooperate with such enforcement efforts. Licensor shall retain all amounts in settlement and damages resulting from its enforcement. In the event Licensor elects not to enforce the Trademarks after sixty (60) days written request from Licensee to enforce the Trademarks, then Licensee may at its option and at its own expense for and on behalf of the Licensee and for the benefit of Licensor and Licensee pursuant to this Agreement, enforce the Trademarks, and Licensor shall cooperate with such enforcement efforts. If the Licensee enforces the Trademarks, it shall retain all damages and amounts in settlement resulting from its enforcement.

8. General. The provisions of Sections 7-13 and 15-18 of the Trademark Agreement are incorporated herein by reference.

9. Nonuse. Licensor may, upon reasonable advance written notice, terminate this Agreement in the event that Licensee has not used any Trademarks in connection with the

sale or distribution of any Goods for a period of 36 or more consecutive months directly prior to such written notice. Sections 8 and 9 of this Agreement, and Sections 9, 11-13 and 15-18 of the Trademark Agreement as incorporated herein shall survive any termination of this Agreement.

10. Injunctive Relief. The parties acknowledge and agree that any breach or threatened breach of this Agreement may cause the aggrieved party irreparable harm for which monetary damages will be inadequate compensation. Accordingly, the aggrieved party shall be entitled, in addition to any other remedies available at law or in equity, to immediate injunctive relief without the necessity of posting a bond. The breaching party agrees not to defend against such action on the grounds that (i) the aggrieved party has adequate remedy at law or under this Agreement, including without limitation, liquidated damages as set forth in Section 12; or (ii) that this agreement is void and unenforceable.

11. Recovery of Costs and Expenses. If either party to this Agreement brings an action against the other party to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, attorneys' fees and costs incurred in connection with such action, including any appeal of such action.

12. Liquidated Damages. The parties agree that (i) any use of the Trademarks by Alliance in connection with any snack food items other than the Goods; or (ii) any use of the Trademarks by King in connection with any Goods, shall interfere with the other party's proper use of the Trademarks to the loss and damage of the other party, and that such damages may be uncertain and would be impractical or difficult to ascertain. Each party agrees that, in the event it uses the Trademarks in violation of the Agreement as set forth in this Section 11(i) or (ii), as applicable, it will pay the other party the amount described below as liquidated damages and not as a penalty.

a. The breaching party shall pay the aggrieved party liquidated damages for each and every case or partial case of products sold or distributed in violation of this Agreement at a rate of two (2) times the aggrieved party's then-current standard price for a case of such products (or, if the aggrieved party has no standard price for such products, the aggrieved party's standard price for its then-current highest-priced product).

b. The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the aggrieved may have under this Agreement for the other party's breach of this Agreement and the aggrieved party shall be entitled in its discretion to recover actual damages caused by the other party's failure to comply with its obligations under this Agreement. However, the aggrieved party shall reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

c. The parties acknowledge and agree that the availability of liquidated damages under this Agreement do not constitute an adequate remedy at law for the use of the Trademarks in violation of this Agreement and shall not, in any way, prevent or limit an aggrieved party's right to injunctive relief as permitted under Section 10 of this Agreement. The breaching party agrees not to assert the liquidated damages as grounds for opposition to any motion or proceeding seeking injunctive relief.



IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

**Snack Alliance Inc.**

**Snak King Corp.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

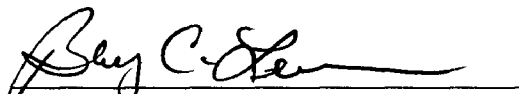
DECLARATION OF BARRY C. LEVIN

I, Barry C. Levin, declare as follows:

1. I am the Chief Executive Officer of Snak-King Corp., Inc., am over the age of 18, and am in all respects competent to make this Declaration.
2. Attached is a true and correct copy of an Agreement signed by me and by John Frostad, of Snack Alliance, Inc. This Agreement was hand-written by me on May 19, 2000, and was signed by both me and by John Frostad as representatives of Snak King Corp., Inc. and Snack Alliance, Inc. respectively on the same date.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 21<sup>ST</sup> day of MARCH, 2005.

  
Barry C. Levin

CLC:jh

**SCHEDULE 1****TRADEMARKS**

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 GRANNY GOOSE, U.S. Registration No. 899,786;  
 GRANNY GOOSE, U.S. Registration No. 951,462;  
 GRANNY GOOSE, U.S. Registration No. 1,001,603;  
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 Design Only (goose head design), U.S. Registration No. 1,319,609;  
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Granny Goose	Pending	06/12/96	Indonesia
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Granny Goose Full Body Design	Pending		Japan
Granny Goose Full Body Design	MA572093	07/15/95	Malaysia
Granny Goose	425,136	11/11/92	Mexico
Granny Goose Full Body Design	501,585	08/29/95	Mexico
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Granny Goose Full Body Design	36245	02/26/95	Panama
Granny Goose	730,563	02/21/95	P.R.C.

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>
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Granny Goose	382093	05/21/93	Singapore
Granny Goose Full Body Design	620587	12/23/87	Singapore
Granny Goose	KOR37204	12/08/94	Thailand
Granny Goose Full Body Design	141571	12/19/69	Thailand

**SCHEDULE 2**  
**SAMPLE FABRICATED POTATO CHIPS**  
**"PRINGLES" AND "STAX"**

**SCHEDULE 3**  
**SAMPLE POTATO FRIES**  
**"ANDY CAPP'S"**

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**SCHEDULE 4**  
**SAMPLE VEGGIE CHIPS**  
**"JENSEN'S ORCHARD"**

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