

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MUSCO OLIVE PRODUCTS, INC.		08/16/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JOHN HANCOCK LIFE INSURANCE COMPANY
Street Address:	200 Clarendon Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02117
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2670040	PEARLS
Registration Number:	2708661	MUSCO FAMILY OLIVE CO.
Registration Number:	2651705	MEDITERRANEAN PEARLS
Registration Number:	2656978	GREEN PEARLS
Registration Number:	2795737	BURGUNDY PEARLS
Registration Number:	2628167	BELIEVE IN OLIVE FINGERS
Registration Number:	2216167	
Registration Number:	2845732	FUN AT YOUR FINGERTIPS
Serial Number:	76068582	OLIVER'S
Serial Number:	76396151	IMPRESS YOUR GUESTS

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: bmoylan@mofo.com

CH \$265.00 2670040

Correspondent Name: Jennifer Lee Taylor
Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	09/09/2005

Total Attachments: 5
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**AMENDMENT TO
SECURITY AGREEMENT
(Trademarks)**

THIS AMENDMENT TO SECURITY AGREEMENT (Trademarks) (this "Amendment") is made and dated as of the 16th day of August, 2005 by MUSCO OLIVE PRODUCTS, INC., a California corporation (the "Debtor"), in favor of JOHN HANCOCK LIFE INSURANCE COMPANY, acting in its capacity as "Collateral Agent" for the benefit of the current holders (the "Holders") of those certain Notes issued under (and as the term "Notes" and capitalized terms used herein and not otherwise defined are defined in) the Note Purchase Agreement referred to in Recital A below (in such capacity, the "Collateral Agent").

RECITALS

A. The Debtor has issued its 8.13% Second Mortgage Notes due November 3, 2008 (the "Notes") pursuant to that certain Note Purchase Agreement dated as of October 28, 1998 among the Company, John Hancock Life Insurance Company, as Collateral Agent, and the Purchasers named therein (as amended, extended and replaced from time to time, the "Note Purchase Agreement," and with capitalized terms not otherwise defined used with the meaning given such terms in the Note Purchase Agreement).

B. As collateral security for the obligation of the Debtor to repay the Notes, the Debtor has granted to the Collateral Agent a security interest in certain property of the Debtor, including, without limitation, certain intellectual property pursuant to a Security Agreement dated as of October 28, 1998 (as amended, extended and replaced from time to time, the "Security Agreement").

C. The Security Agreement was supplemented by that certain Security Agreement (Trademarks) dated as of October 28, 1998 by the Debtor in favor of Collateral Agent (the "Supplemental Trademark Agreement) in form appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

D. The parties hereto wish to amend the schedule of trademarks attached to the Supplemental Security Agreement to reflect certain trademarks which the Debtor has recently acquired.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Modification of Specifically Listed Trademark Collateral. To reflect the agreement of the parties to update Schedule I attached to the Supplemental Trademark Agreement, the Supplemental Trademark Agreement is hereby amended by replacing Schedule I attached thereto with the schedule attached hereto as Replacement Schedule I.

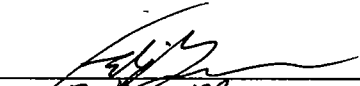
2. Representation and Warranty and Covenant. The Debtor hereby:

(a) Represents and warrants that Replacement Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by the Debtor which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Collateral Agent in writing of any additional trademarks registered with the PTO of which the Debtor becomes the owner and to amend Replacement Schedule I accordingly.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on and as of the day and year first written above.

MUSCO OLIVE PRODUCTS, INC., a California corporation

By: 
Name: Felix Musco
Title: President

STATE OF California)
COUNTY OF San Joaquin) ss.

On August 16, 2005, before me, the undersigned notary public in and for said County and State, personally appeared Felix Musco, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity(~~ies~~) and that, by his/~~her~~/their signature(s) on the instrument, the person(s) or the entity(~~ies~~) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Carolyn Krayenhagen
My commission expires on 1/21/2008



Replacement Schedule I to
Supplemental Trademark Agreement

**Description of Trademark Registrations
(As of August 16, 2005)**

<u>Description</u>	<u>Jurisdiction</u>	<u>Application Number & Date</u>	<u>Registration Number & Date</u>	<u>Status</u>
PEARLS	US	76/236,280 Apr 6, 2001	2,670,040 Dec 31, 2002	Registered
MUSCO FAMILY OLIVE CO.	US	76/321,960 Oct 9, 2001	2,708,661 Apr 22, 2003	Registered
MEDITERRANEAN PEARLS	US	76/321,721 Oct 9, 2001	2,651,705 Nov 19, 2002	Registered
IMPRESS YOUR GUESTS	US	76/396,151 Apr 15, 2002		Pending Published
GREEN PEARLS	US	76/068,649 Jun 12, 2000	2,656,978 Dec 3, 2002	Registered
BURGUNDY PEARLS	US	76/396,152 Apr 15, 2002	2,795,737 Dec 16, 2003	Registered
BELIEVE IN OLIVE FINGERS	US	76/339,290 Nov 14, 2001	2,628,167 Oct 1, 2002	Registered
MISCELLANEOUS DESIGN (HAND WITH OLIVES)	US	75/368542 Oct 6, 1997	2,216,167 Jan 5, 1999	Registered
FUN AT YOUR FINGERTIPS	US	76/396035 Apr 15, 2002	2,845,732 May 25, 2004	Registered
OLIVER'S	US	76/068,582 Jun 12, 2000		Pending Published
BRAVO	California		37959 Jun 1, 1956	Registered
SENOR & DESIGN 2	US		1,964,875 April 2, 1996	Registered

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EARLY CALIFORNIA	US		791,108 June 15, 1965	Registered
EARLY CALIFORNIA	US		396,011 June 23, 1942	Registered
EARLY CALIFORNIA	US		1,034,420 Feb 24, 1976	Registered
EARLY CALIFORNIA FOODS, INC. & DESIGN	US		805,298 Mar 8, 1966	Registered
FRANCISCAN & DESIGN 1	US		834,856 Sep 5, 1967	Registered
GRANDEE (STYLIZED 1)	US		160,576 Jan 18, 1983	Registered
FRANCISCAN (STYLIZED 1)	US		772,449 June 30, 1964	Registered
BLACK PEARLS	US		1,808,568 Nov 30, 1993	Registered
JUST RIPE	US		1,887,996 April 4, 1995	Registered
MISCELLANEOUS DESIGN	US	75/368,542 Oct 6, 1997		Pending Published
AXIS	US		2,086,183 Aug 5, 1997	Registered
DELI OLIVES	US		1,558,255 Sep 26, 1989	Registered
MUSCO	US		874,806 Aug 12, 1969	Registered

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