

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
Darigold, Inc.		09/20/2005	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	171 17th Street, N.W.		
Internal Address:	Mail Code GA 4524		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30363		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78599369	CHEF'S CHOICE	
Serial Number:	78583047	DARISMART	
Serial Number:	78414653	HOME DAIRIES	
Serial Number:	78584947	MILKPRO	
CORRESPONDENCE DATA			
Fax Number:	(404)685-5231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 815-2231		
Email:	heatherskinner@paulhastings.com		
Correspondent Name:	Heather Skinner		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Suite 2400		
Address Line 4:	Atlanta, GEORGIA 30308-2222		
NAME OF SUBMITTER:	Chris D. Molen, Esq.		

CH \$115.00 78599369

Signature:

/cdm/

Date:

09/27/2005

Total Attachments: 6

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SECOND AMENDMENT
TO
GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS
AND LICENSES
AND CONFIRMATION

THIS SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (this "Amendment") is entered into this 20th day of September, 2005, by and between Darigold, Inc., a Washington corporation (the "Company"), and Wachovia Bank, National Association, as agent (the "Agent") for the Lenders.

WITNESSETH:

WHEREAS, the Company, the Agent and the Lenders party thereto from time to time are parties to that certain Amended and Restated Credit Agreement dated as of June 3, 2004 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Company and the Agent are parties to that certain Grant of Security Interest in Patents, Trademarks and Licenses dated as of June 20, 2001, as amended by that certain First Amendment to Grant of Security Interest in Patents, Trademarks and Licenses dated as of June 3, 2004 (as amended and as otherwise amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Agreement"), pursuant to which the Company granted to the Agent, for the benefit of the Lenders, a security interest in all of its right, title and interest in the Intellectual Property Collateral (as defined therein); and

WHEREAS, the Company and the Agent wish to amend the Intellectual Property Agreement by adding certain Trademarks to the Trademark Collateral;

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the capitalized terms used herein without definition shall have the same meanings ascribed to such terms in the Intellectual Property Agreement, as amended hereby, and further agree as follows:

A. Amendment to Intellectual Property Agreement; Grant of Security Interest

1. The Company and the Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Intellectual Property Agreement and Schedule B attached thereto and shall secure all Obligations.

2. The Company hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of the Company's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule B to the Intellectual Property Agreement prior to the effectiveness of this Amendment; and (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of the Company's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto.

B. Irrevocable Power of Attorney

The Company hereby grants to the Agent the exclusive Irrevocable Power of Attorney to transfer to the Agent, the Lenders or to any designee of the Agent all Trademark Collateral listed on the Schedule attached to this Amendment, including, without limitation, all trademarks, trademark applications and/or registrations and licenses together with the goodwill of the business connected with or symbolized by such Trademark Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date of this Amendment and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company are outstanding under the Credit Agreement;

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by the Agent after the occurrence of an Event of Default under the Credit Agreement; and

4. The Agent shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by the Agent of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of the Agent. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

C. Reaffirmation of Representations and Warranties

The Company hereby represents and warrants to the Agent that the representations and warranties contained in Section 5 of the Intellectual Property Agreement are true and correct as of the date of this Amendment.

D. Counterparts

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 such a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe file format document (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof.

E. Reference and Effect on the Credit Documents

Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Intellectual Property Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Intellectual Property Agreement, and each reference in other Credit Documents to the "Intellectual Property Agreement", "thereunder", "thereof" or words of like import referring to the Intellectual Property Agreement, shall mean and be a reference to the Intellectual Property Agreement as amended hereby.

F. Costs, Expenses and Taxes

The Company agrees to pay on demand all costs and expenses in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder, including, without limitation, the fees and out-of-pocket expenses of counsel for the Agent with respect thereto and with respect to advising Agent as to its rights and responsibilities hereunder and thereunder.

G. Governing Law

This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard for the conflict of laws principles thereof.

H. No Other Amendments/Reaffirmation

Except as specifically modified hereby, the text of the Intellectual Property Agreement shall remain unchanged and in full force and effect and the Company hereby ratifies and confirms that: (i) the Intellectual Property Agreement shall, in all respects, be and continue in full force and effect; and (ii) this Amendment shall not constitute a novation.

I. Credit Document

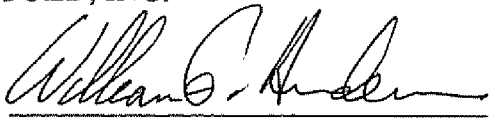
This Amendment shall be deemed to be a Credit Document for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

COMPANY:

DARIGOLD, INC.

By: 
Name: William G. Anderson,
Its: Secretary and Vice President, Legal and
Public Affairs

AGENT:

**WACHOVIA BANK, NATIONAL
ASSOCIATION**


By: _____
Name: Gene Wilson
Its: Director

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

COMPANY: **DARIGOLD, INC.**

By: _____
Name: William G. Anderson,
Its: Secretary and Vice President, Legal and
Public Affairs

AGENT: **WACHOVIA BANK, NATIONAL
ASSOCIATION**

By:  _____
Name: Gene Wilson
Its: Director

SCHEDULE 1

ADDITIONAL TRADEMARK COLLATERAL

Trademark	Registration Number/ Application Number	Registration Date/ Application Date
CHEF'S CHOICE	78/599369	March 31, 2005
DARISMART	78/583047	March 8, 2005
HOME DAIRIES & DESIGN	78/414653	May 6, 2004
MILKPRO	78/584947	March 10, 2005