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
Van's International Foods		09/22/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Guaranty Business Credit Corporation
Street Address:	333 S. Grand Ave., Suite 1650
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2937422	CARB MANAGER
Registration Number:	2486992	VAN'S WAFFLES
Serial Number:	78694316	HEARTY OATS
Serial Number:	78681270	ANTIOXIDANT PLUS
Serial Number:	78573032	ORGANIC ENERGY
Serial Number:	76581977	VAN'S
Serial Number:	76581976	VANS

CH $190.00 2937422

CORRESPONDENCE DATA

Fax Number: (213)443-2926

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton, LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4:	Los Angeles, CALIFORNIA 90071
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	11/01/2005

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 22, 2005, is entered into among VAN'S INTERNATIONAL FOODS, a California corporation ("Vans") and VEAT, INC., a Delaware corporation, ("Veat" and together with Vans, "Debtors"), having an office at c/o Van's International Foods, 20318 Gramercy Place, Torrance, CA 90501, and GUARANTY BUSINESS CREDIT CORPORATION, a Delaware corporation, having an office at 333 South Grand Avenue, Suite 1650, Los Angeles, California 90071 ("Secured Party"), with reference to the following facts:

RECITALS

A. Debtors have adopted, used and are using, and are the owners of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof.

B. Secured Party has agreed to enter into financing arrangements with Debtors pursuant to a Loan and Security Agreement dated as of September 22, 2005 (the "Loan Agreement") (the Loan Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are referred to herein collectively as the "Transaction Documents"), and Debtors and Secured Party desire to enter into this Agreement, by which Debtors shall secure the payment and performance of their obligations to Secured Party under the Loan Agreement by granting Secured Party a security interest in the Collateral described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY INTEREST

Debtors hereby grant to Secured Party a security interest in: (a) all of Debtors' now existing or hereafter acquired right, title, and interest in and to: all of Debtors' trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtors against third parties for infringement of the Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

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2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Debtors hereby covenant, represent and warrant that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect to Debtors' knowledge, and Debtors own sole, full, and clear title thereto, and have the right and power to grant the security interest granted hereunder. Debtors will, at Debtors' expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Encumbrances (as defined in the Loan Agreement).

(b) Except for Permitted Encumbrances, Debtors will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

(c) Debtors will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtors hereby authorize Secured Party to have this Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(d) Debtors will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

(e) Secured Party may, in its sole discretion, pay any amount or do any act which Debtors fail to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges

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and reasonable attorneys' fees. Debtors will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtors from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Transaction Documents and shall be part of the Obligations secured hereby.

(f) As of the date hereof, Debtors do not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A annexed hereto.

(g) Debtors shall notify Secured Party in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtors shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(h) Debtors have not abandoned any of the Trademarks material to the conduct of the business and Debtors will not do any act, nor omit to do any act, whereby any such material Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtors shall notify Secured Party immediately if Debtors know or have reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

4. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Transaction Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may make use of any Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtors.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations,

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except that Secured Party agrees to provide Debtors with ten (10) days prior written notice of any proposed disposition of the Collateral.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtors, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtors agree to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtors shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtors will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

(f) In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtors shall supply to Secured Party or Secured Party's designee, Debtors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtors' customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtors of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by

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an instrument in writing, signed by an officer of Secured Party and directed to Debtors, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtors: Van's International Foods
20318 Gramercy Place
Torrance, CA 90501

Veat, Inc.
c/o Van's International Foods
20318 Gramercy Place
Torrance, CA 90501

If to Secured Party: Guaranty Business Credit Corporation
333 South Grand Avenue, Suite 1650
Los Angeles, California 90071
Attn: Portfolio Manager

(c) In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(d) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) The security interest granted to Secured Party shall terminate upon the termination of the Loan Agreement and the indefeasible payment in full to Secured Party of all Obligations thereunder.

(g) THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA. DEBTORS HEREBY IRREVOCABLY CONSENT AND SUBMIT IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF LOS ANGELES IN THE STATE

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OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTORS AGREE THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

(h) THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JURY TRIALS OFTEN ENTAIL ADDITIONAL EXPENSES AND DELAYS NOT OCCASIONED BY NONJURY TRIALS. THE PARTIES TO THIS AGREEMENT AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE IN A COURT BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

DEBTORS:

VAN'S INTERNATIONAL FOODS,
a California corporation

By: Alan Witcher
Name: Alan Witcher
Title: President

VEAT, INC.,
a Delaware corporation

By: Alan Witcher
Name: Alan Witcher
Title: President

SECURED PARTY:

GUARANTY BUSINESS CREDIT CORPORATION,
a Delaware corporation

By: _____
Ronald Montgomery, Senior Vice President

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

DEBTORS:

VAN'S INTERNATIONAL FOODS,
a California corporation

By: _____
Name: _____
Title: _____

VEAT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

GUARANTY BUSINESS CREDIT CORPORATION,
a Delaware corporation

By: RSM
Ronald Montgomery, Senior Vice President

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EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

KNOW ALL MEN BY THESE PRESENTS, that VAN'S INTERNATIONAL FOODS., a California corporation ("Vans") and VEAT, INC., a Delaware corporation ("Veat", together with Vans, hereinafter "Debtors"), hereby appoint and constitute GUARANTY BUSINESS CREDIT CORPORATION, a Delaware corporation ("Secured Party"), and each officer thereof, their true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtors:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtors in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, of even date herewith, by and between Debtors and Secured Party (as the same may be amended, restated, renewed, extended, modified, or otherwise supplemented from time to time, the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtors' "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of _____, 2005

VAN'S INTERNATIONAL FOODS,
a California corporation

By: _____
Name: _____
Title: _____

VEAT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

Van's International Foods

Trademark/ Service Mark	Registration No./ Serial Number	Filing Date / Registration Date
Hearty Oats	Serial: 78-694316	8/17/05
Antioxidant Plus	Serial: 78-681270	7/29/05
Organic Energy (block letters)	Serial: 78-573,032	2/23/05
Van's (block letters)	Serial 76-581,977	3/19/04
Van's (and design)	Serial: 76-581,976	3/19/04
Carb Manager (stylized letters)	Serial: 76-565,358 Registration: 2,937,422	12/12/03 4/5/03
Van's Waffles	Serial: 75-898,879 Registration: 2,486,992	1/14/00 9/11/01

Veat, Inc.

Trademark/ Service Mark	Registration No./ Serial Number	Filing Date / Registration Date
The New Alternative to Meat	Serial: 76-320,845 Registration: 2,621,009	10/4/01 9/17/02
Veat	Serial: 75-511,918 Registration: 2,236,876	7/1/98 4/6/99

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SCHEDULE B
to
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Permitted Licenses

None

RECORDED: 11/01/2005

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