

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gardenburger, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: OR
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GB Retail Funding, LLC

Internal _____

Address: _____

Street Address: 40 Broad Street

City: Boston

State: MA

Country: US Zip: 02109

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 22, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis Hwy

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: _____

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3545
Authorized User Name Christopher E. Kondracki

9. Signature:

Signature

12/7/05

Date

Christopher E. Kondracki

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

46

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CIH \$565.00 193545 2782906

Trademark Registration Numbers
Continuation of Item 4

<u>Registration Number</u>	<u>Mark</u>
2,782,906	Eat Positive
2,191,566	Eating Good Just Got Great
2,250,582	Fire Roasted Vegetable Gardenburger
1,409,666	Gardenburger
2,103,545	Gardenburger (Stake Design)
2,103,410	Gardenburger (Stylized/Straight)
2,250,585	Gardenburger Fire Roasted Vegetable
2,457,162	Gardenburger Flame Grilled
2,433,717	Gardenburger Hamburger Classic
2,409,330	Gardenburger Santa Fe
2,284,033	Gardenburger Savory Mushroom
2,145,861	Gardenburger Veggie Medley
2,431,878	Gardenburger Veggie Vegan
2,608,349	Gardenburger Paul Wenner
1,987,820	Gardensausage
2,182,470	Gardenvegan
2,214,768	Hamburger Style Gardenburger
2,400,907	Lifeburger
2,257,669	New Years's Resolution Solution
2,402,720	Santa Fe Gardenburger
2,376,185	Taybum
2,348,813	The Original Gardenburger

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 22nd day of November, 2005, by and among:

GARDENBURGER, INC., an Oregon corporation having a place of business at 15615 Alton Parkway, Suite 350, Irvine, California 92618 (the "Grantor"); and

GB RETAIL FUNDING, LLC, a Delaware limited liability company having a place of business at 40 Broad Street, Boston, Massachusetts 02109 as lender (the "Lender").

In consideration of the mutual covenants contained herein and benefits to be derived herefrom, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the Grantor is a party to a certain Credit and Security Agreement dated as of even date herewith (as the same may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") between the Grantor as borrower thereunder and the Lender pursuant to which the Grantor grants the Lender, a security interest in the "Collateral" as defined in the Credit Agreement; and

WHEREAS, the Lender has agreed to make a Term Advance to the Grantor, pursuant to, and upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, this Agreement is supplemental of, and in addition to, the rights of the Lender in and to all other Collateral granted to the Lender to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

SECTION 1

Definitions

1.1 Generally. All references to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is

defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral (as defined herein) or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2. Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. As used herein, the following terms shall have the following meanings:

(a) "Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on Exhibit A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(b) "Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

(c) "Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

(d) "Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(e) "Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

(f) "IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

(g) "Licenses" shall mean, collectively, the Copyright Licenses, the Patent Licenses and the Trademark Licenses and shall include, without limitation, the License Agreements.

(h) "Obligations" shall mean the "Obligations" as defined in the Credit Agreement.

(i) "Patents" shall mean all letters patent and applications for letters patent of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on Exhibit B annexed hereto and made a part hereof.

(j) "Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit B annexed hereto and made a part hereof.

(k) "PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(l) "Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on Exhibit C annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(m) "Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit C annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2

Security Interest

In furtherance and as confirmation of the Security Interest (as defined in the Credit Agreement) granted by the Grantor to the Lender under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such Security Interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.

- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3

Protection of Intellectual Property By Grantor

Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

- 3.1 Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- 3.2 Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- 3.3 At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
- 3.4 At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no material adverse effect would result therefrom, the Grantor shall not have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4

Grantor's Representations and Warranties

In addition to any representations and warranties contained in any other Loan Documents, the Grantor represents and warrants that:

4.1 Exhibit A is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantor as of the date hereof.

4.2 Exhibit B is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof.

4.3 Exhibit C is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantor as of the date hereof.

4.4 Except as set forth in Exhibits A, B and C, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor.

4.5 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Liens in favor of the Lender and Liens permitted by Section 6.3 of the Credit Agreement.

4.6 The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of the Intellectual Property owned by the Grantor or the validity or effectiveness of any of the Intellectual Property owned by the Grantor, nor does the Grantor know of any valid basis for any such claim, except as otherwise set forth in the Credit Agreement. To the knowledge of the Grantor, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or the Grantor's

rights in, any Intellectual Property in any respect that could reasonably be expected to have a material effect on the business or the property of the Grantor.

4.7 The Grantor shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(a) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(b) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(c) The Grantor's entering into any new Licenses.

(d) The Grantor's knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

SECTION 5

Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (a), (b) and (c) of Section 4.7, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

5.2 Upon the reasonable request of the Lender, the Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may request to evidence the Lender's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby constitutes the Lender as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6

Grantor's Rights To Enforce Intellectual Property

Prior to the Lender's giving of notice to the Grantor (i) following the occurrence of an Event of Default or (ii) pursuant to Section 6.1 below, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however:*

6.1 The Grantor shall provide the Lender with prior written notice of the Grantor's intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Lender, the Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Lender, upon notice to the Grantor, the Lender may (but shall not be required to) itself take such action in the name of the Grantor, with any damages recovered in such action, net of costs and attorneys' fees reasonably incurred, to be applied as provided in the Credit Agreement.

6.2 Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

6.3 Following the occurrence of any Event of Default, the Lender, by notice to the Grantor may terminate or limit the Grantor's rights under this Section 6.

SECTION 7

Lender's Actions To Protect Intellectual Property

In the event of:

(a) the Grantor's failure, within five (5) days of written notice from the Lender, to cure any failure by the Grantor to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8

Rights Upon Default

Upon the occurrence of any Event of Default, in addition to all other rights and remedies of the Lender set forth in the other Loan Documents, the Lender shall be entitled to exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property in any manner, in whole or in part, as the Lender may determine from time to time in its discretion. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 9

Lender As Attorney In Fact

9.1 The Grantor hereby irrevocably constitutes and designates the Lender as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

- (a) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantor.
- (b) To exercise any of the rights and powers of the Lender referenced herein.
- (c) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

9.3 The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or willful misconduct.

SECTION 10

Lender's Rights

Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and under the Credit Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11

Intent

This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Lender under the Credit Agreement. All provisions of the Credit Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Credit Agreement with respect to all other Collateral.

SECTION 12

Further Assurances

Grantor will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable law, or which the Lender may reasonably request, to grant, preserve, protect or perfect the Lien created or intended to be created hereby or the validity or priority of such Lien, all at the expense of Grantor. The Grantor also agrees to provide to the Lender, from time to time upon request, evidence reasonably satisfactory to the Lender as to the perfection and priority of the Lien created or intended to be created hereby.

SECTION 13

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTOR:

GARDENBURGER, INC.

By: [Signature]
Name: SCOTT WALLACE
Title: PRESIDENT

LENDER:

GB RETAIL FUNDING, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTOR:

GARDENBURGER, INC.

By: _____
Name: _____
Title: _____

LENDER:

GB RETAIL FUNDING, LLC


By:  _____
Name: L. KAUFF
Title: MD

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None

Copyright Licenses

None

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
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None

Patent Licenses

None

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications/Trademark Licenses

(see attached)

916836.5

Monday, April 18, 2005

Country: Argentina

Case Number/SubCase
Trademark
GARDENBURGER

Trademark List by Country

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0510/	2,048,584 12-Sep-1996		1,748,665 17-Aug-1999	Registered 16-Aug-2009

Class(es): 029 Nat.
Agent Name: Marval, O'Farrell & Mairal
Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: MEAT SUBSTITUTES

Attorney(s): MAB
Agent Ref:
Client Ref: 14703-0032

Monday, April 18, 2005

Country: Australia

Case Number/SubCase
Trademark

GARDENBURGER

Trademark List by Country

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal Registered
129434-0511/	617802 06-Dec-1993		617802 23-Jan-1995	06-Dec-2010
<i>Class(es):</i> 029 Nat.				
<i>Agent Name:</i> Davies Collison Cave				
<i>Client:</i> Gardenburger, Inc.				
<i>Owner:</i> Gardenburger, Inc.				
<i>Goods:</i> Meatless patties and all other goods				
<i>Attorney(s):</i> MAR				
<i>Agent Ref:</i> 14703-0032				
<i>Client Ref:</i> 14703-0032				

Monday, April 18, 2005

Country: Benelux

Case Number/Sub-Case
Trademark

GARDENBURGER (Stylized/Curved)

Trademark List by Country

Page: 3

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0527/	075120 04-Mar-1993		528415 04-Mar-1993	Registered 04-Mar-2013
<i>Class(es):</i> 029 Nat.				
<i>Agent Name:</i> N.V. Netherlandsch Oostrooiburea				
<i>Client:</i> Gardenburger, Inc.				
<i>Owner:</i> Gardenburger, Inc.				
<i>Goods:</i> Vegetable and/or on vegetables substituit based for flesh.				
<i>Attorney(s):</i> MAR				
<i>Agent Ref:</i> 14703-0030				
<i>Client Ref:</i> 14703-0030				

TRADEMARK

REEL: 003238 FRAME: 0033

Monday, April 18, 2005

Country: Brazil

Case Number/SubCase
Trademark
GARDENBURGER

Trademark List by Country

Page: 4

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0512/	820762270 21-May-1998		820762270 31-Oct-2000	Registered 30-Oct-2010
<i>Class(es):</i> 029 Nat.				
<i>Agent Name:</i> Daniel & Cia				
<i>Client:</i> Gardenburger, Inc.				
<i>Owner:</i> Gardenburger, Inc.				
<i>Goods:</i> 029: MEAT SUBSTITUTES				
<i>Attorney(s):</i> MAR				
<i>Agent Ref:</i> M-272.16				
<i>Client Ref:</i> 14703-0032				

TRADEMARK

REEL: 003238 FRAME: 0034

Monday, April 18, 2005

Country: Canada

Case Number/SubCase Trademark

GARDENBURGER

Trademark List by Country

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0513/	739,701 22-Oct-1993		451,483 08-Dec-1995	Registered 08-Dec-2010

Class(es):
Agent Name: Oyen Wiggs Green & Mautala
Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: Food products, namely, meatless patties; Vegetable-based meat substitutes

129434-0531/	886,417 04-Aug-1998		549,340 06-Aug-2001	Registered 06-Aug-2016
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Class(es):
Agent Name: Oyen Wiggs Green & Mautala
Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: Food products, namely, vegetable-based meat substitute patties

129434-0535/	886,415 04-Aug-1988		549,341 06-Aug-2001	Registered 06-Aug-2016
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Class(es):
Agent Name: Oyen Wiggs Green & Mautala
Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: Food products, namely, vegetable-based meat substitute patties
 Food products, namely, vegetable-based meat substitute

Monday, April 18, 2005

Country: Canada

Case Number/Sub-Case Trademark

GARDENBURGER VEGGIE MEDLEY

Application 129434-0539/

Publication Number/Date 826,492 21-Oct-1996

Registration Number/Date 03-Sep-1997

Status Number/Date 512,872 15-Jul-1999

Next Renewal Registered 15-Jul-2014

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: Food products, namely meatless patties, and vegetable-based meal substitutes

Attorney(s): MAR
Agent Ref: S787 0001
Client Ref: 14703-0039

GARDENBURGER ZESTY BEAN

Application 129434-0542/

Publication Number/Date 826,493 21-Oct-1996

Status Number/Date 512,871 15-Jul-1999

Registered 15-Jul-2014

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: food products, namely meatless patties, and vegetable-based meal substitutes

Attorney(s): MAR
Agent Ref: S787 0002
Client Ref: 14703-0047

GARDENSAUSAGE

Application 129434-0544/

Publication Number/Date 739,700 22-Oct-1993

Status Number/Date 484,665 27-Oct-1997

Registered 27-Oct-2012

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: (1) Food products, namely meatless patties.
(2) Meat substitute patties.

Attorney(s): MAR
Agent Ref: S787 0003
Client Ref: 14703-0045

Trademark List by Country

Monday, April 18, 2005

Country: Canada

Case Number/SubCase
Trademark

WHOLFSOME AND HEARTY & Design

Trademark List by Country

Page: 7

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0556/ WHOLFSOME AND HEARTY & Design	739,712 22-Oct-1993		454,798 25-Oct-1996	Registered 25-Oct-2011
Class(es):				
<i>Agent Name:</i> Oyen Wiggs Oren & Murala				
<i>Client:</i> Gardenburger, Inc.				
<i>Owner:</i> Gardenburger, Inc.				
<i>Goods:</i> Vegetarian meat substitutes and vegetarian substitutes for milk and cheese				
Attorney(s): MAR				
<i>Agent Ref:</i> S787 0004				
<i>Client Ref:</i> 14703-0049				

TRADEMARK

REEL: 003238 FRAME: 0037

Monday, April 18, 2005

Country: China (Peoples Republic)

Trademark List by Country

Page: 8

Case Number/SubCase
Trademark
GARDENBURGER

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0514/	960112688 09-Oct-1996	14-Sep-1997	1134925 14-Dec-1997	Registered 13-Dec-2007

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: Ready-to-eat cooked food mainly made of vegetables, blocks of frozen ready-to-eat cooked food mainly made of vegetables

Attorney(s): MAR

Client Ref: 14703-0032

TRADEMARK

REEL: 003238 FRAME: 0038

Monday, April 18, 2005
Country: Colombia

Trademark List by Country

Case Number/SubCase
Trademark

GARDEN

Application

129434-0506/

Publication
Number/Date

98067256
13-Nov-1998

Registration
Number/Date

235562
04-May-2001

Status
Number/Date

Next Renewal
Registered
03-May-2011

Class(es): 29 Int

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: Meat substitutes

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0054

GARDENBURGER

Class(es): 029 Nat

Agent Name: Cavelier

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: Meat substitutes

97/041,592
13-Nov-1998

222,614
11-Nov-1999

Registered
10-Nov-2009

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

GARDENBURGER & DESIGN (Garden)

Class(es): 029 Nat

Agent Name: Cavelier

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Hamburgers, including other food, namely, lettuce, tomatoes, cheese, onions, sauces, bread and the products covered in

Class 29

129434-0525/

96,012,218

189639
25-Sep-1996

Registered
24-Sep-2005

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0028

Monday, April 18, 2005

Country: France

Case Number/SubCase Trademark

GARDENBURGER (Stylized/Curved)

Trademark List by Country

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-05287	92/413-599 03-Apr-1992		92/413-599 03-Apr-2002	Registered 03-Apr-2012
<p><i>Class(es):</i> 029 Nat., 030 Nat., 042 Nat., 043 Nat., 044 Nat. <i>Agent Name:</i> Rimuy, Santarelli <i>Client:</i> Gardenburger, Inc. <i>Owner:</i> Gardenburger, Inc. <i>Goods:</i> Not listed in file</p>				
<p><i>Attorney(s):</i> MAR <i>Agent Ref:</i> <i>Client Ref:</i> 14703-0030</p>				

GARDENBURGER VEGETARIAN PRODUCTS (Stylized)	129434-05387	92/414-200 04-Aug-1992	92/414-200 08-Apr-2002	Registered 08-Apr-2012
<p><i>Class(es):</i> 029 Nat., 030 Nat., 042 Nat. <i>Agent Name:</i> Rimuy, Santarelli <i>Client:</i> Gardenburger, Inc. <i>Owner:</i> Gardenburger, Inc. <i>Goods:</i> 029: meat, fish, poultry and game; beef extract, fruit and vegetables preserves, cigs and cooked, gelles, jaus, eggs, milk and dairy products, edible oils and greases, sauces has salad, preserves, 030: coffee, the, cocoa, sugar, rice, tapioca, sago, succedanes of the coffee, flours and preparations made of cereals, bread, pastry making and confectionery, ices edible, bonetes, syrup of melasse, yeast, powder puor to make raise, salt, mustard, vinegar, sauces, spices, ices has to rafraichir, restaurant, 042: food provisioning, canteens, coffee-restaurants, cafeterias, services of bar, services hotel, reservatoin dhoteils, houses of convalescence, of rest, retirement for the people ageds, of holidays, research culinary, restaurants has fast and permanent service</p>				
<p><i>Attorney(s):</i> MAR <i>Agent Ref:</i> <i>Client Ref:</i> 14703-0040</p>				

Monday, April 18, 2005

Country: Germany

Case Number/SubCase
Trademark

GARDENBURGER

Trademark List by Country

Page: 11

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0516/ GARDENBURGER	W/45 344/29Wz 16-Dec-1993		2 093 593 24-Mar-1995	Registered 16-Dec-2013
<i>Class(es):</i> 029 Nat.				
<i>Agent Name:</i> Hofstetter, Schrack & Skora				
<i>Client:</i> Gardenburger, Inc.				
<i>Owner:</i> Gardenburger, Inc.				
<i>Goods:</i> 029: VEGETABLE BASED MEAT SUBSTITUTES				
<i>Attorney(s):</i> MAR				
<i>Agent Ref:</i> 23052/31.12.200				
<i>Client Ref:</i> 14703-0032				

TRADEMARK

REEL: 003238 FRAME: 0041

Monday, April 18, 2005

Country: Japan

Case Number/SubCase Trademark

GARDENBURGER

Trademark List by Country

Page: 12

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0517/	102,444/1996 12-Sep-1996	15-Feb-2000	4344076 17-Dec-1999	Registered 17-Dec-2009

Class(es): 029 Nat.

Agent Name: Sugimura Intl P & T Agency

Client: Gardenburger, Inc.

Attorney(s): MAR
Agent Ref: 14703-0032
Client Ref: 14703-0032

Owner: Gardenburger, Inc.

Goods: Vegetable based meat substitutes, other processed vegetables; processed fruit, meats, edible fish and crustaceans (not live), processed marine products, pulses, eggs, processed eggs, milk products, edible oils/fats, mixes for curry/stew/soup, Nantenono (fermented edible soybean paste, not for soup), Oshazuke-nori (dried laver for flavoring boiled rice with green tea), Furikake (seasoning granules for boiled rice), Aburage or Aburage (fried soybean curd), Karidaito (soybean curd frozen and then dried), Komiyaku (jelly made from devil's tongue root), soybean milk, tofu (soybean curd), Nraudu (fermented soybeans), protein for human consumption

TRADEMARK

REEL: 003238 FRAME: 0042

Monday, April 18, 2005

Country: Mexico

Case Number/Sub-Case
Trademark

GARDEN VEGGIE PATTIES

Trademark List by Country

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0509/	335,882 11-Jun-1998		612,176 11-Jun-1998	Registered 11-Jun-2008

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: meat, fish, game birds, extracts of meat, fruits and vegetables, cooked doughs, jellies, jams, eggs, milk and products, edible oils and fats, sauces for salads and conserves specially, products and nutritional compositions made with meat substitutes or rice comprising of hot dogs, hamburgers, tacos

Attorney(s): MAR
Agent Ref: 14703-0021
Client Ref: 14703-0021

GARDENBURGER

129434-0518/

224,654
16-Feb-1995

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: A meatless and non-dairy patty, basically prepared of a combination of vegetables

Attorney(s): MAR
Agent Ref:
Client Ref: 14703-0032

Registered
16-Feb-2015

Monday, April 18, 2005

Country: Norway

Case Number/SubCase
Trademark

GARDENBURGER

Trademark List by Country

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0519/	1997.9150 03-Nov-1997	28-Sep-1998	192.224 20-Aug-1998	Registered 20-Aug-2008
<i>Class(es): 029</i> <i>Meat.</i>				
<i>Agent Name: Bryn Aarflot A.S.</i>				
<i>Client: Gardenberger, Inc.</i>				
<i>Owner: Gardenberger, Inc.</i>				
<i>Goods: Untranslated: Kjøttstatninger</i>				
<i>Translated: Meat substitutes</i>				
<i>Attorney(s): MAR</i>				
<i>Agent Ref: 14703-0032</i>				
<i>Client Ref: 14703-0032</i>				

TRADEMARK

REEL: 003238 FRAME: 0044

Monday, April 18, 2005

Country: Philippines

Case Number/SubCase
Trademark
GARDENBURGER

Trademark List by Country

Page: 15

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0520F	113726 07-Feb-1997	26-Oct-1999	41996113726 04-Sep-2000	Registered 04-Sep-2020

Class(es): 029 *Nat:*
Agent Name: Mannel C. Cases, Jr. & Assoc.
Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: Vegetable based meat substitutes

Attorney(s): MAR
Agent Ref: 91597 TBA/US
Client Ref: 14703-0032

TRADEMARK

REEL: 003238 FRAME: 0045

Monday, April 18, 2005
 Country: Switzerland

Trademark List by Country

Case Number/SumCase
 Trademark

GARDEN

Application

129434-05077

Publication
 Number/Date

458,660
 10-Aug-1998

Registration
 Number/Date

11-Mar-1999

Status
 Number/Date

458,660
 10-Feb-1999

Next Renewal

Registered
 10-Aug-2008

Class(es): 029 Nat.

Agent Name: Kirker & Cie, TM Attorneys Ltd

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: Meat substitutes

Attorney(s): MAR

Agent Ref: JFJdtd11968

Client Ref: 14703-0054

GARDENBURGER

129434-05217

1923/1994,0
 17-Mar-1994

420,474
 17-Mar-1994

Registered
 17-Mar-2014

Class(es): 029 Nat.

Agent Name: Kirker & Cie, TM Attorneys Ltd

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: substitutes of meat and dairy products containing vegetables

Attorney(s): MAR

Agent Ref: 14703-0032

Monday, April 18, 2005

Country: Taiwan

Case Number/Sub Case
Trademark

GARDENBURGER

Trademark List by Country

Page: 17

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0522/	90003941 12-Feb-2001	16-Sep-2001	977,866 16-Dec-2001	Registered 15-Dec-2011

Class(es): 029 Nat.

Agent Name:

Owner: Gardenburger, Inc

Goods: VBGETTABLE-BASHD MEAT SUBSTITUTE PRODUCTS

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

TRADEMARK

REEL: 003238 FRAME: 0047

Monday, April 18, 2005

Country: United Kingdom

Trademark List by Country

Page: 18

Case Number/SubCase
Trademark:
GARDENBURGER

Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
129434-0523/	1355671		1355671 23-Aug-1988	Registered 23-Aug-2005

Class(es): 029 Nat.

Agent Name: Wilson Gunn Skerrett
Client: Gardenburger, Inc.

Attorney(s): MAR
Agent Ref: 14703-0032
Client Ref:

Owner: Gardenburger, Inc.
Goods: Vegetable based meat substitutes; meat substitutes; vegetables and vegetable products; all being in the form of burgers and all included in Class 29

TRADEMARK

REEL: 003238 FRAME: 0048

Monday, April 18, 2005

Country: United States of America

Trademark List by Country

Case Number/SubCase
Trademark

Application

Publication
Number/Date

Registration
Number/Date

Status
Number/Date

Next Renewal

EAT POSITIVE

129434-0503/

76397,857
18-Apr-2002

2,782,905
11-Nov-2003
Attorney(s): MAR
Agent Ref: 14703-0024
Client Ref: 14703-0024

Registered
11-Nov-2013

Class(es): 029 Nat.
Agent Name:

Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: 029: Meat substitutes

EATING GOOD JUST GOT GREAT

129434-0504/

75/298,680
27-May-1997

20-Jan-1998

2,191,566
22-Sep-1998
Attorney(s): MAR
Agent Ref:
Client Ref: 14703-0023

Registered
22-Sep-2008

Class(es): 029 Nat.
Agent Name:

Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: Meat Substitutes

FIRE ROASTED VEGETABLE GARDENBURGER

129434-0505/

75/427,258
02-Feb-1998

2,250,582
01-Jun-1999
Attorney(s): MAR
Agent Ref:
Client Ref: 14703-0022

Registered
01-Jun-2009

Class(es): 029 Nat.
Agent Name:

Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: 029: Meat substitutes

Monday, April 18, 2005
Country: United States of America

Trademark List by Country

Case Number/SubCase
Trademark

Application

Publication
Number/Date

Registration
Number/Date

Status
Number/Date

Next Renewal

GARDENBURGER

129434-0524/

73/578,285
17-Jan-1986

1,409,666
16-Sep-1986
Attorney(s): MAR
Agent Ref: 14703-0032

Registered
16-Sep-2006

Class(es): 029 Nat.
Agent Name:

Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: 029: VEGETABLE BASED MEAT SUBSTITUTES

GARDENBURGER (Stake Design)

129434-0526/

75/194,220
06-Nov-1996

2,103,545
07-Oct-1997
Attorney(s): MAR
Agent Ref: 14703-0027

Registered
07-Oct-2007

Class(es): 029 Nat.
Agent Name:

Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: 029: Meat substitutes

GARDENBURGER (Stylized/Straight)

129434-0529/

75/183,493
17-Oct-1996

2,103,410
07-Oct-1997
Attorney(s): MAR
Agent Ref: 14703-0029

Registered
07-Oct-2007

Class(es): 029 Nat.
Agent Name:

Client: Gardenburger, Inc.
Owner: Gardenburger, Inc.
Goods: 029: Meat Substitutes

Monday, April 18, 2005

Country: United States of America

Trademark List by Country

Page: 21

Case Number/SubCase Trademark	Application	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
GARDENBURGER FINE ROASTED VEGETABLE	129434-0532/	75/427,576 02-Feb-1998		2,250,585 01-Jun-1999	Registered 01-Jun-2009
<i>Class(es):</i> 029 Nat. <i>Agent Name:</i> Oyen Wiggins Green & Mutch <i>Client:</i> Gardenburger, Inc. <i>Owner:</i> Gardenburger, Inc. <i>Goods:</i> Meat Substitutes					
GARDENBURGER FLAME GRILLED	129434-0533/	76/020,349 07-Apr-2000		2,457,162 05-Jun-2001	Registered 05-Jun-2011
<i>Class(es):</i> 029 Nat. <i>Agent Name:</i> <i>Client:</i> Gardenburger, Inc. <i>Owner:</i> Gardenburger, Inc. <i>Goods:</i> Meat substitutes					
GARDENBURGER HAMBURGER CLASSIC	129434-0534/	78/005,808 26-Apr-2000	12-Dec-2000	2,433,717 06-Mar-2001	Registered 05-Mar-2011
<i>Class(es):</i> 029 Nat. <i>Agent Name:</i> <i>Client:</i> Gardenburger, Inc. <i>Owner:</i> Gardenburger, Inc. <i>Goods:</i> Meat substitutes					
<i>Attorney(s):</i> MAR <i>Agent Ref:</i> <i>Client Ref:</i> 14703-0034					

Monday, April 18, 2005

Country: United States of America

Trademark List by Country

Case Number/SubCase Trademark

GARDENBURGER SANTA FE

Application

129434-05367

Publication Number/Date

75/608,051
18-Dec-1998

Registration Number/Date

2,409,330
28-Nov-2000

Status Number/Date

Next Renewal

Registered
28-Nov-2010

Class(es): 029 Nat.

Agent Name: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat substitutes

Attorney(s): MAR
Agent Ref: 14703-0042
Client Ref:

GARDENBURGER SAVORY MUSHROOM

Class(es): 029 Nat.

Agent Name: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat substitutes

129434-05377

75/427,493
02-Feb-1998

2,284,033
05-Oct-1999

Registered
05-Oct-2009

Attorney(s): MAR
Agent Ref: 14703-0041
Client Ref:

GARDENBURGER VEGGIE MEDLEY

Class(es): 029 Nat.

Agent Name: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat substitutes

129434-05407

75/164,888
11-Sep-1996

2,145,861
24-Mar-1998

Registered
24-Mar-2008

Attorney(s): MAR
Agent Ref: 14703-0039
Client Ref:

Monday, April 18, 2005

Country: United States of America

Trademark List by Country

Case Number/Sub Case
Trademark

Application

Publication
Number/Date

Registration
Number/Date

Status
Number/Date

Next Renewal

GARDENBURGER YOGGIE VEGAN

129434-0541/

780099_504
23-May-2000

2,431,878
27-Feb-2001

Registered
27-Feb-2011

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat substitutes

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0038

GARDENCHEF PAUL WENNER

129434-0543/

751183_492
17-Oct-1996

2,608,349
20-Aug-2002

Registered
20-Aug-2012

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat Substitutes

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0046

GARDENSAUSAGE

129434-0545/

744003_771
17-Jun-1993

1,987,820
23-Jul-1996

Registered
23-Jul-2006

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat substitute patties

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0045

Monday, April 18, 2005

Country: United States of America

Trademark List by Country

Page: 24

Case Number/Sub-Case Trademark

Application

Publication Number/Date

Registration Number/Date

Status Number/Date

Next Renewal

GARDENVEGAN

129434-0546/

75/345,104
22-Aug-1997

2,182,470
18-Aug-1998

Registered
18-Aug-2008

Class(es): 029 Nat

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat Substitutes

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0043

HAMBURGER STYLE GARDENBURGER

129434-0547/

75/439,758
24-Feb-1998

2,214,768
29-Dec-1998

Registered
29-Dec-2008

Class(es): 029 Nat

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat substitutes

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0018

LIFEBURGER

129434-0549/

75/657,069
10-Mar-1999

2,400,907
31-Oct-2000

Registered
31-Oct-2010

Class(es): 029 Nat

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat substitutes

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0016

Monday, April 18, 2005

Country: United States of America

Trademark List by Country

Case Number/SubCase
Trademark

Application

Publication
Number/Date

Registration
Number/Date

Status
Number/Date

Next Renewal

NEW YEAR'S RESOLUTION SOLUTION

129434-05507

75/273,214
11-Apr-1997

2,257,669
29-Jun-1999

Registered
29-Jun-2009

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: vegetable-based meat substitutes

Attorney(s): MAR
Agent Ref: 14703-0015
Client Ref:

SANTA FE GARDENBURGER

129434-05527

75/608,052
18-Dec-1998

2,402,720
07-Nov-2000

Registered
07-Nov-2010

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat Substitutes

Attorney(s): MAR
Agent Ref:
Client Ref: 14703-0012

TAYBURN

129434-05547

75/702,476
11-May-1999

2,376,185
08-Aug-2000

Registered
08-Aug-2010

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Cheeses and meat substitutes

Attorney(s): MAR
Agent Ref:
Client Ref: 14703-0020

Monday, April 18, 2005

Country: United States of America

Case Number/Sub Case Trademark

THE ORIGINAL GARDENBURGER

Application

129434-05551

Publication Number/Date

75/774,537
12-Aug-1999

Registration Number/Date

Status Number/Date

2,348,813
09-May-2000

Next Renewal

Registered
09-May-2010

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Goods: 029: Meat substitutes

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0019

Report Selection

Monday, April 18, 2005 Record Count 50

by Trademark	<u>Report Format</u>	<u>Goods</u>	<u>Remarks</u>
by Country	Concise	Print	Print
by Client	Comprehens ive	Do Not Print	Do Not Print
by Owner	<u>Include Design Countries</u>		<u>Image</u>
Preview before printing	Print	Do Not Print	Do Not Print
	†	Print	†
<u>Date Range</u>	<u>Filing</u>	<u>Registration</u>	<u>Next Renewal</u>
	From :		To :
Client:	Gardenburger, Inc.	Status	Active
Client:	Gardenburger, Inc.	Codes:	Active
Agent:			Inactive
Country:			All
Area:	Attorney:		
Trademark:			
Owner:			
			Status(es) :
			Status(es)

Gardenburger, Inc., an Oregon Corporation, dba
Gardenburger Authentic Foods Company,
Trademarks

Exhibit B-21
Trademarks

Registered Trademarks	Name	Registration Number	Registration Date	Expiration Date	Country
Registered Trademark	MeatBurger	2,400,607	10/31/2000	10/31/2016	United States of America
Registered Trademark	New Years Resolution Sauskon	2,257,669	6/29/1999	6/29/2009	United States of America
Registered Trademark	Santa Fe Gardenburger	2,402,720	11/7/2000	11/7/2010	United States of America
Registered Trademark	Tarpum	2,376,185	6/8/2000	6/8/2010	United States of America
Registered Trademark	The Original Gardenburger	2,348,813	5/9/2000	5/9/2010	United States of America
Non-Registered Trademark	Gardenburger Black Bean				
Non-Registered Trademark	Gardenburger Savory Potbells				
Non-Registered Trademark	Gardenburger Sun-Dried Tomato Basil				
Non-Registered Trademark	Gardenburger Homestyle Classic				
Non-Registered Trademark	Gardenburger Flame Grilled Chicken				
Non-Registered Trademark	Gardenburger BBQ Chicken				
Non-Registered Trademark	Gardenburger Buffalo Chicken Wings				
Non-Registered Trademark	Gardenburger Country Fried Chicken with Creamy Pepper Gravy				
Non-Registered Trademark	Gardenburger Meatless Riblets				
Non-Registered Trademark	Gardenburger Sweet & Sour Pork				
Non-Registered Trademark	Gardenburger Hard Crusted Chicken Patty				
Non-Registered Trademark	Gardenburger Breadknot Sausage				
Non-Registered Trademark	Gardenburger Meatless Meatballs				
Non-Registered Trademark	Gardenburger Meatless Meatloaf				
Non-Registered Trademark	Gardenburger Sub				
Non-Registered Trademark	Flame Grilled Soy				
Non-Registered Trademark	Chicken Grill				
Non-Registered Trademark	Chicken Nuggets				
Non-Registered Trademark	Diner Deluxe Burger				
Non-Registered Trademark	Flame Grilled Sub Patty				

Gardenburger, Inc., an Oregon Corporation, dba
Gardenburger Authentic Foods Company,

Exhibit B-21
Trademarks

Registered Trademarks	Name	Registration Number	Registration Date	Expiration Date	Country
Registered Trademark	Gardenburger	1,749,665	6/17/1992	6/16/2019	Argentina
Registered Trademark	Gardenburger	617,802	4/23/1995	12/6/2010	Australia
Registered Trademark	Gardenburger (Stylized/Curved)	528,615	3/4/1993	3/4/2013	Belgium
Registered Trademark	Gardenburger	820762270	10/31/2000	10/31/2010	Brazil
Registered Trademark	Gardenburger	451,489	12/6/1995	12/6/2010	Canada
Registered Trademark	Gardenburger Fire Roasted Vegetable	549,340	12/6/1995	12/6/2010	Canada
Registered Trademark	Gardenburger Hamburg Style	649,341	8/6/2001	8/6/2016	Canada
Registered Trademark	Gardenburger Veggie Medley	512,672	7/15/1999	7/15/2014	Canada
Registered Trademark	Gardenburger Zesty Bean	484,655	7/15/1999	10/27/2012	Canada
Registered Trademark	Gardensausage	454,798	10/25/1996	10/25/2011	Canada
Registered Trademark	Influencium And Hearty & Design	1,134,925	12/5/1997	12/13/2007	China (Peoples Republic)
Registered Trademark	Gardenburger	235,512	5/4/2001	5/3/2011	Columbia
Registered Trademark	Garden	222,614	11/11/1999	11/6/2009	Columbia
Registered Trademark	Gardenburger & Design (Garden)	199,630	8/25/1995	9/24/2006	Colombia
Registered Trademark	Gardenburger (Stylized/Curved)	92413,599	4/3/2002	4/3/2012	France
Registered Trademark	Gardenburger Vegetable Products (Stylized)	92414,200	4/8/2002	4/8/2012	France
Registered Trademark	Gardenburger	2,053,593	3/27/1995	12/16/2013	Germany
Registered Trademark	Gardenburger	434,076	12/17/1998	12/17/2009	Japan
Registered Trademark	Garden Veggie Patties	612,176	6/11/1998	6/11/2008	Mexico
Registered Trademark	Gardenburger	637,897	2/16/1995	2/16/2015	Mexico
Registered Trademark	Gardenburger	192,214	8/20/1998	8/20/2008	Norway
Registered Trademark	Gardenburger	419,611,376	9/4/2000	9/4/2020	Philippines
Registered Trademark	Garden	458,659	2/10/1999	8/10/2009	Switzerland
Registered Trademark	Gardenburger	420,474	3/17/1994	3/17/2014	Switzerland
Registered Trademark	Gardenburger	977,866	12/16/2001	12/15/2011	Taiwan
Registered Trademark	Gardenburger	1,355,671	8/23/1998	8/23/2015	United Kingdom
Registered Trademark	Ear Positive	2,782,306	11/11/2003	11/11/2013	United States of America
Registered Trademark	Earling God Just Got Great	2,191,566	9/22/1998	9/22/2008	United States of America
Registered Trademark	Fire Roasted Vegetable Gardenburger	2,250,582	6/11/1999	6/11/2009	United States of America
Registered Trademark	Gardenburger	1,403,686	8/16/1996	9/16/2006	United States of America
Registered Trademark	Gardenburger (Stake Design)	2,103,545	10/7/1997	10/7/2007	United States of America
Registered Trademark	Gardenburger (Stylized/Straight)	2,103,410	10/7/1997	10/7/2007	United States of America
Registered Trademark	Gardenburger Fire Roasted Vegetable	2,250,585	6/11/1999	6/11/2009	United States of America
Registered Trademark	Gardenburger Flame Grilled	2,457,162	6/6/2001	6/5/2011	United States of America
Registered Trademark	Gardenburger Hamburg Classic	2,433,747	3/6/2001	3/5/2011	United States of America
Registered Trademark	Gardenburger Santa Fe	2,409,310	11/28/2000	11/28/2010	United States of America
Registered Trademark	Gardenburger Sankyo Mushroom	2,294,033	10/24/1999	10/19/2009	United States of America
Registered Trademark	Gardenburger Veggie Medley	2,145,861	3/24/1998	3/24/2008	United States of America
Registered Trademark	Gardenburger Veggie Vegan	2,431,878	2/27/2001	2/27/2011	United States of America
Registered Trademark	Gardenburger Paul Werner	2,608,349	8/20/2002	8/20/2012	United States of America
Registered Trademark	Gardensausage	1,997,820	7/23/1996	7/23/2006	United States of America
Registered Trademark	Gardenburger	2,182,470	8/18/1998	8/18/2008	United States of America
Registered Trademark	Hamburg Style Gardenburger	2,214,759	12/29/1998	12/29/2008	United States of America