

01-23-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE

103162917
TRADEMARKS ONE

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):Wheat Montana Farms, Inc.
Wheat-Montana Bakery, Inc.
Wheat Montana Franchising, Inc.
Wheat Acquisition Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Montana and Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) December 12, 2005

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

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Northwest Farm Credit Services, PCA

Internal

Address: P. O. Box 2515; Spokane, WA 99220-2515Street Address: 1700 South Assembly StreetCity: SpokaneState: WashingtonCountry: USA Zip: 99224-2121

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other PCA Citizenship _____

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)**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)

2,728,391; 2,073,617; 2,519,396; 2,519,395; 2,393,407; 2,073,618;
and 2,003,183Additional sheet(s) attached? ☐ Yes ☒ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Not applicable**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Mark W. HendricksenInternal Address: 610 West First Avenue, Suite 1300Street Address: 601 West First Avenue, Suite 1300City: SpokaneState: Washington Zip: 99201-3828Phone Number: (509) 624-4276Fax Number: (509) 838-3424Email Address: mhendricksen@wellsstjohn.com**6. Total number of applications and registrations involved:**

Seven (7)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- ☐ 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 23-0925Authorized User Name Wells St. John P.S.**9. Signature:**

Signature

1-19-06

Date

01/24/2006 DEIRNE 00000191 2728391

01 FC:0521
02 FC:052240.00
150.00

Mark W. Hendricksen

Name of Person Signing

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

94

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

EV550717778

TRADEMARK

REEL: 003289 FRAME: 0804

**SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

THIS SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY ("Agreement") dated as of December 13, 2005; and is by and between **WHEAT MONTANA FARMS, INC.**, a corporation organized under the laws of the State of Montana; **WHEAT-MONTANA BAKERY, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT MONTANA FRANCHISING, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT ACQUISITION COMPANY**, a corporation organized under the laws of the State of Delaware, whose address is 10778 Highway 287, Three Forks, MT 59752 (hereinafter individually and collectively "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is at 1700 South Assembly Street, Spokane, WA 99224-2121, P.O. Box 2515, Spokane, WA 99220-2515 (hereinafter "Lender").

Debtor and Lender have executed a certain General Business Security Agreement of even date herewith and other documents (hereinafter the "Security Agreement") which grant to lender a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles and intellectual property, including, but not limited to patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

The Debtor and the Lender wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

A. Incorporation of Security Agreement. All of the terms and provisions of the Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

B. Grant of Security Interest in Intellectual and Intangible Property. Debtor hereby irrevocably grants a security interest to Lender all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Lender:

1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A and attached hereto (herein the "Patents"); and

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All domain names (if any) listed on Schedule D and attached hereto (hereinafter the "Domains").

5. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the

extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

6. The goodwill of each of the Debtor's businesses connected with and/or symbolized by the business, the Trademarks (hereinafter "Goodwill").

7. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtors, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all baking forms and systems; and ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

8. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Lender's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the Security Agreement), Lender may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and/or product lines of Debtor. Lender shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and/or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Lender's other rights and interests herein, Debtor grants to lender an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Lender to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Lender regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees),

except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition.

F. Termination of this Security Agreement and License. The term of the security agreement and license granted to Lender herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or
2. Full satisfaction of all of Debtor's obligations to Lender, as set forth in the Security Agreement.

Upon payment in full of the obligations, Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Lender's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Lender during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;
2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor and material to Debtor's business, now or hereafter until the Obligations shall have been paid in full;
3. Make application on all patentable inventions and on all Trademarks and Copyrights, that are material to Debtor's business, as appropriate;
4. Preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s), Domain(s) and License(s) that are material to Debtor's business; and
5. Promptly notify Lender in writing of any new Patent, Trademark, Copyright, Domain or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright, Domain or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Lender's use thereof; nor shall lender have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any

patentable invention or in any Trademark or Copyright, that are material to Debtor's business, without the prior written consent of Lender.

H. Lender's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Lender shall commence any such permitted suit, Debtor shall, at the request of the Lender, do all lawful acts and execute all proper documents required by Lender in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in exercise of its rights under this Agreement. In the event Lender incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Lender, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Lender to properly record or evidence this pledge and mortgage with the appropriate domestic and/or foreign governmental authorities.

I. Waivers. No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender.

L. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. Beneficiaries. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Lender and its respective successors and assigns.


N. Default Limited. Wherever this Agreement provides that the Lender shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Lender in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Lender may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

O. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY LOAN OR LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND THE LOAN DOCUMENTS. MORTGAGOR CERTIFIES THAT NO PERSON HAS REPRESENTED THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

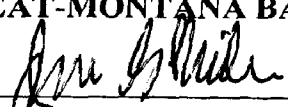
THIS JURY WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT IT WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Dated this 13th day of December, 2005.

WHEAT MONTANA FARMS, INC.

By: 
James G. Skidmore, Vice President

WHEAT-MONTANA BAKERY, INC.

By: 
James G. Skidmore, Vice President

WHEAT MONTANA FRANCHISING, INC.

By: 
James G. Skidmore, Vice President

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 6
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

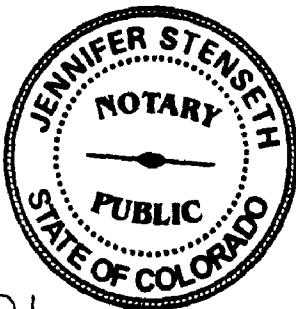
TRADEMARK
REEL: 003289 FRAME: 0810

WHEAT ACQUISITION COMPANY

By: James G. Skidmore
James G. Skidmore, Vice President

STATE OF Colorado)
County of Eagle)ss.

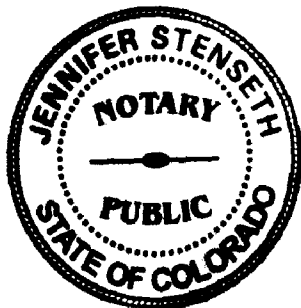
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Farms, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

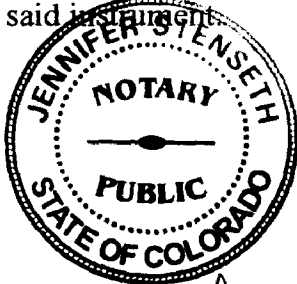
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat-Montana Bakery, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

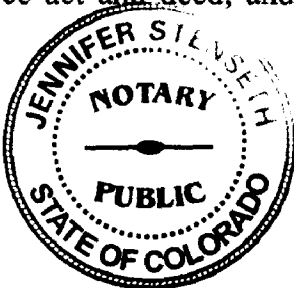
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Franchising, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Acquisition Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

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SCHEDULE A

to

Security Agreement and License of Intellectual Property**PATENTS**

U.S. PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK	421,348	Issued	03/07/00	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK	421,349	Issued	03/07/00	Wheat Montana Farm & Bakery	Eric Pierson

FOREIGN PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK (Canada)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Canada)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (Great Britain)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Great Britain)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (India)	182912 (US D421,348)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (India)	182911 (US D421,349)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson

SCHEDULE B

to

Security Agreement and License of Intellectual Property**TRADEMARKS**

U.S. TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
HEALTHYLOAF	2,728,391	Supplemental Register	06/17/03	Wheat Montana Bakery, Inc.	LIVE
PRAIRIE GOLD	2,073,617	Principal Register	06/24/97	Wheat-Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,519,396	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,519,395	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,393,407	Principal Register	10/10/00	Wheat Montana Farms, Inc.	LIVE
BRONZE CHIEF	2,073,618	Principal Register	06/24/97	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,003,183	Principal Register	09/24/96	Wheat-Montana Bakery, Inc.	LIVE

SCHEDULE B CONTINUED**TRADEMARKS**

MONTANA STATE TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
BUY MONTANA	21848	Registered in Class 30	09/05/01	Wheat Montana Farms, Inc.	ACTIVE
WHEAT MONTANA NATURAL WHITE & Design	20914	Registered in Class 30	05/08/00	Wheat Montana Farms, Inc.	ACTIVE
NATURAL WHITE	21221	Registered in Class 30	10/12/00	Wheat Montana Farms, Inc.	ACTIVE
GOLDEN 86 BERRIES	20068	Registered in Class 30	11/05/98	Wheat Montana Farms, Inc.	ACTIVE
BRONZE CHIEF & design	17410	Registered in Class 30	05/24/93	Wheat Montana Farms, Inc.	ACTIVE

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 11
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0815

SCHEDULE C

to

Security Agreement and License of Intellectual Property

COPYRIGHTS

THERE ARE NONE REGISTERED

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 12
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0816

SCHEDULE D

to

Security Agreement and License of Intellectual Property

DOMAIN NAMES

MARK	REGISTERED/PENDING	REG. DATE	OWNER	STATUS
WHEATMONTANADELI.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANADELIS.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANAFARM.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANABAKERY.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANA.NET	Registered	04/11/05	Wheat Montana	ACTIVE

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**SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

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The Debtor and the Lender wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

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(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

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2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

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5. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the

extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

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7. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtors, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all baking forms and systems; and ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

8. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Lender's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the Security Agreement), Lender may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and/or product lines of Debtor. Lender shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and/or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Lender's other rights and interests herein, Debtor grants to lender an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Lender to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Lender regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees),

except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition.

F. Termination of this Security Agreement and License. The term of the security agreement and license granted to Lender herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or
2. Full satisfaction of all of Debtor's obligations to Lender, as set forth in the Security Agreement.

Upon payment in full of the obligations, Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Lender's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Lender during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;
2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor and material to Debtor's business, now or hereafter until the Obligations shall have been paid in full;
3. Make application on all patentable inventions and on all Trademarks and Copyrights, that are material to Debtor's business, as appropriate;
4. Preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s), Domain(s) and License(s) that are material to Debtor's business; and
5. Promptly notify Lender in writing of any new Patent, Trademark, Copyright, Domain or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright, Domain or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Lender's use thereof; nor shall lender have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any

patentable invention or in any Trademark or Copyright, that are material to Debtor's business, without the prior written consent of Lender.

H. Lender's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Lender shall commence any such permitted suit, Debtor shall, at the request of the Lender, do all lawful acts and execute all proper documents required by Lender in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in exercise of its rights under this Agreement. In the event Lender incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Lender, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Lender to properly record or evidence this pledge and mortgage with the appropriate domestic and/or foreign governmental authorities.

I. Waivers. No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender.

L. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. Beneficiaries. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Lender and its respective successors and assigns.

N. Default Limited. Wherever this Agreement provides that the Lender shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Lender in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Lender may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

O. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY LOAN OR LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND THE LOAN DOCUMENTS. MORTGAGOR CERTIFIES THAT NO PERSON HAS REPRESENTED THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

THIS JURY WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT IT WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Dated this 13th day of December, 2005.

WHEAT MONTANA FARMS, INC.

By: 

James G. Skidmore, Vice President

WHEAT-MONTANA BAKERY, INC.

By: 

James G. Skidmore, Vice President

WHEAT MONTANA FRANCHISING, INC.

By: 

James G. Skidmore, Vice President

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 6
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

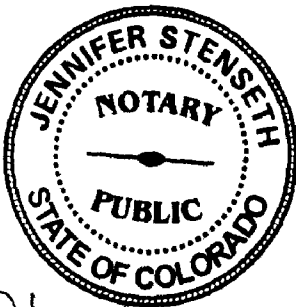
TRADEMARK
REEL: 003289 FRAME: 0823

WHEAT ACQUISITION COMPANY

By: James G. Skidmore
James G. Skidmore, Vice President

STATE OF Colorado)
County of Eagle)ss.

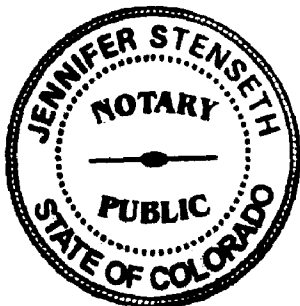
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Farms, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

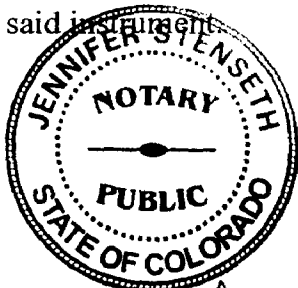
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat-Montana Bakery, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

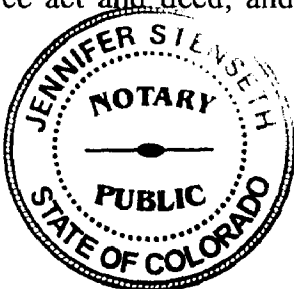
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Franchising, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Acquisition Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

L:\lg\lg\Wheat Montana\trademark security agreement_PCA_Dec. 2005

SCHEDULE A

to

Security Agreement and License of Intellectual Property**PATENTS**

U.S. PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK	421,348	Issued	03/07/00	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK	421,349	Issued	03/07/00	Wheat Montana Farm & Bakery	Eric Pierson

FOREIGN PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK (Canada)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Canada)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (Great Britain)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Great Britain)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (India)	182912 (US D421,348)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (India)	182911 (US D421,349)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson

SCHEDULE B

to

Security Agreement and License of Intellectual Property**TRADEMARKS**

U.S. TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
HEALTHYLOAF	2,728,391	Supplemental Register	06/17/03	Wheat Montana Bakery, Inc.	LIVE
PRAIRIE GOLD	2,073,617	Principal Register	06/24/97	Wheat-Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,519,396	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,519,395	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,393,407	Principal Register	10/10/00	Wheat Montana Farms, Inc.	LIVE
BRONZE CHIEF	2,073,618	Principal Register	06/24/97	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,003,183	Principal Register	09/24/96	Wheat-Montana Bakery, Inc.	LIVE

SCHEDULE B CONTINUED**TRADEMARKS**

MONTANA STATE TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
BUY MONTANA	21848	Registered in Class 30	09/05/01	Wheat Montana Farms, Inc.	ACTIVE
WHEAT MONTANA NATURAL WHITE & Design	20914	Registered in Class 30	05/08/00	Wheat Montana Farms, Inc.	ACTIVE
NATURAL WHITE	21221	Registered in Class 30	10/12/00	Wheat Montana Farms, Inc.	ACTIVE
GOLDEN 86 BERRIES	20068	Registered in Class 30	11/05/98	Wheat Montana Farms, Inc.	ACTIVE
BRONZE CHIEF & design	17410	Registered in Class 30	05/24/93	Wheat Montana Farms, Inc.	ACTIVE

SCHEDULE C

to

Security Agreement and License of Intellectual Property

COPYRIGHTS

THERE ARE NONE REGISTERED

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 12
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0829

SCHEDULE D

to

Security Agreement and License of Intellectual Property

DOMAIN NAMES

MARK	REGISTERED/PENDING	REG. DATE	OWNER	STATUS
WHEATMONTANADELI.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANADELIS.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANAFARM.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANABAKERY.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANA.NET	Registered	04/11/05	Wheat Montana	ACTIVE

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 13
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0830

**SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

THIS SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY ("Agreement") dated as of December 13, 2005; and is by and between **WHEAT MONTANA FARMS, INC.**, a corporation organized under the laws of the State of Montana; **WHEAT-MONTANA BAKERY, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT MONTANA FRANCHISING, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT ACQUISITION COMPANY**, a corporation organized under the laws of the State of Delaware, whose address is 10778 Highway 287, Three Forks, MT 59752 (hereinafter individually and collectively "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is at 1700 South Assembly Street, Spokane, WA 99224-2121, P.O. Box 2515, Spokane, WA 99220-2515 (hereinafter "Lender").

Debtor and Lender have executed a certain General Business Security Agreement of even date herewith and other documents (hereinafter the "Security Agreement") which grant to lender a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles and intellectual property, including, but not limited to patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

The Debtor and the Lender wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

A. Incorporation of Security Agreement. All of the terms and provisions of the Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

B. Grant of Security Interest in Intellectual and Intangible Property. Debtor hereby irrevocably grants a security interest to Lender all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Lender:

1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A and attached hereto (herein the "Patents"); and

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All domain names (if any) listed on Schedule D and attached hereto (hereinafter the "Domains").

5. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the

extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

6. The goodwill of each of the Debtor's businesses connected with and/or symbolized by the business, the Trademarks (hereinafter "Goodwill").

7. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtors, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all baking forms and systems; and ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

8. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Lender's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the Security Agreement), Lender may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and/or product lines of Debtor. Lender shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and/or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Lender's other rights and interests herein, Debtor grants to lender an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Lender to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Lender regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees),

except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition.

F. Termination of this Security Agreement and License. The term of the security agreement and license granted to Lender herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or

2. Full satisfaction of all of Debtor's obligations to Lender, as set forth in the Security Agreement.

Upon payment in full of the obligations, Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Lender's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Lender during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;

2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor and material to Debtor's business, now or hereafter until the Obligations shall have been paid in full;

3. Make application on all patentable inventions and on all Trademarks and Copyrights, that are material to Debtor's business, as appropriate;

4. Preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s), Domain(s) and License(s) that are material to Debtor's business; and

5. Promptly notify Lender in writing of any new Patent, Trademark, Copyright, Domain or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright, Domain or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Lender's use thereof; nor shall lender have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any

patentable invention or in any Trademark or Copyright, that are material to Debtor's business, without the prior written consent of Lender.

H. Lender's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Lender shall commence any such permitted suit, Debtor shall, at the request of the Lender, do all lawful acts and execute all proper documents required by Lender in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in exercise of its rights under this Agreement. In the event Lender incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Lender, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Lender to properly record or evidence this pledge and mortgage with the appropriate domestic and/or foreign governmental authorities.

I. Waivers. No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender.

L. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. Beneficiaries. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Lender and its respective successors and assigns.

N. Default Limited. Wherever this Agreement provides that the Lender shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Lender in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Lender may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

O. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY LOAN OR LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND THE LOAN DOCUMENTS. MORTGAGOR CERTIFIES THAT NO PERSON HAS REPRESENTED THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

THIS JURY WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT IT WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Dated this 13th day of December, 2005.

WHEAT MONTANA FARMS, INC.

By: 

James G. Skidmore, Vice President

WHEAT-MONTANA BAKERY, INC.

By: 

James G. Skidmore, Vice President

WHEAT MONTANA FRANCHISING, INC.

By: 

James G. Skidmore, Vice President

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 6
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0836

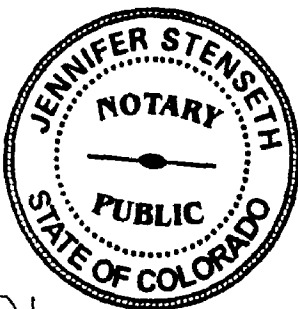
WHEAT ACQUISITION COMPANY

By: James G. Skidmore

James G. Skidmore, Vice President

STATE OF Colorado)
County of Eagle)ss.

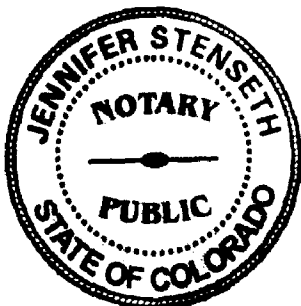
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Farms, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

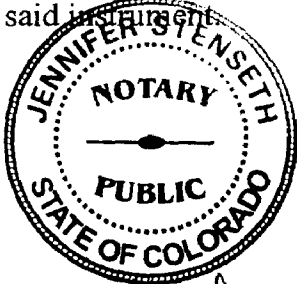
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat-Montana Bakery, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



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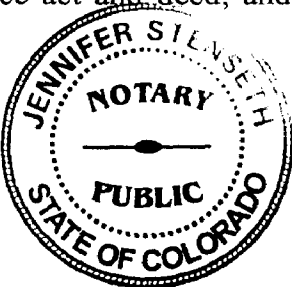
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L:\lg\lg\1\Wheat Montana\trademark security agreement_PCA_Dec. 2005

SCHEDULE A

to

Security Agreement and License of Intellectual Property**PATENTS**

U.S. PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK	421,348	Issued	03/07/00	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK	421,349	Issued	03/07/00	Wheat Montana Farm & Bakery	Eric Pierson

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SCHEDULE B

to

Security Agreement and License of Intellectual Property**TRADEMARKS**

U.S. TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
HEALTHYLOAF	2,728,391	Supplemental Register	06/17/03	Wheat Montana Bakery, Inc.	LIVE
PRAIRIE GOLD	2,073,617	Principal Register	06/24/97	Wheat-Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,519,396	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,519,395	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
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SCHEDULE B CONTINUED**TRADEMARKS**

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WHEAT MONTANA NATURAL WHITE & Design	20914	Registered in Class 30	05/08/00	Wheat Montana Farms, Inc.	ACTIVE
NATURAL WHITE	21221	Registered in Class 30	10/12/00	Wheat Montana Farms, Inc.	ACTIVE
GOLDEN 86 BERRIES	20068	Registered in Class 30	11/05/98	Wheat Montana Farms, Inc.	ACTIVE
BRONZE CHIEF & design	17410	Registered in Class 30	05/24/93	Wheat Montana Farms, Inc.	ACTIVE

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 11
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0841

SCHEDULE C

to

Security Agreement and License of Intellectual Property

COPYRIGHTS

THERE ARE NONE REGISTERED

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 12
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0842

SCHEDULE D

to

Security Agreement and License of Intellectual Property

DOMAIN NAMES

MARK	REGISTERED/PENDING	REG. DATE	OWNER	STATUS
WHEATMONTANADELI.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANADELIS.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANAFARM.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANABAKERY.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANA.NET	Registered	04/11/05	Wheat Montana	ACTIVE

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 13
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0843

**SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

THIS SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY ("Agreement") dated as of December 13, 2005; and is by and between **WHEAT MONTANA FARMS, INC.**, a corporation organized under the laws of the State of Montana; **WHEAT-MONTANA BAKERY, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT MONTANA FRANCHISING, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT ACQUISITION COMPANY**, a corporation organized under the laws of the State of Delaware, whose address is 10778 Highway 287, Three Forks, MT 59752 (hereinafter individually and collectively "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is at 1700 South Assembly Street, Spokane, WA 99224-2121, P.O. Box 2515, Spokane, WA 99220-2515 (hereinafter "Lender").

Debtor and Lender have executed a certain General Business Security Agreement of even date herewith and other documents (hereinafter the "Security Agreement") which grant to lender a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles and intellectual property, including, but not limited to patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

The Debtor and the Lender wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

A. Incorporation of Security Agreement. All of the terms and provisions of the Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

B. Grant of Security Interest in Intellectual and Intangible Property. Debtor hereby irrevocably grants a security interest to Lender all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Lender:

1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A and attached hereto (herein the "Patents"); and

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All domain names (if any) listed on Schedule D and attached hereto (hereinafter the "Domains").

5. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the

extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

6. The goodwill of each of the Debtor's businesses connected with and/or symbolized by the business, the Trademarks (hereinafter "Goodwill").

7. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtors, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all baking forms and systems; and ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

8. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Lender's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the Security Agreement), Lender may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and/or product lines of Debtor. Lender shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and/or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Lender's other rights and interests herein, Debtor grants to lender an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Lender to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Lender regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees),

except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition.

F. Termination of this Security Agreement and License. The term of the security agreement and license granted to Lender herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or
2. Full satisfaction of all of Debtor's obligations to Lender, as set forth in the Security Agreement.

Upon payment in full of the obligations, Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Lender's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Lender during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;
2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor and material to Debtor's business, now or hereafter until the Obligations shall have been paid in full;
3. Make application on all patentable inventions and on all Trademarks and Copyrights, that are material to Debtor's business, as appropriate;
4. Preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s), Domain(s) and License(s) that are material to Debtor's business; and
5. Promptly notify Lender in writing of any new Patent, Trademark, Copyright, Domain or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright, Domain or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Lender's use thereof; nor shall lender have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any

patentable invention or in any Trademark or Copyright, that are material to Debtor's business, without the prior written consent of Lender.

H. Lender's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Lender shall commence any such permitted suit, Debtor shall, at the request of the Lender, do all lawful acts and execute all proper documents required by Lender in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in exercise of its rights under this Agreement. In the event Lender incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Lender, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Lender to properly record or evidence this pledge and mortgage with the appropriate domestic and/or foreign governmental authorities.

I. Waivers. No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender.

L. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. Beneficiaries. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Lender and its respective successors and assigns.

N. Default Limited. Wherever this Agreement provides that the Lender shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Lender in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Lender may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

O. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY LOAN OR LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND THE LOAN DOCUMENTS. MORTGAGOR CERTIFIES THAT NO PERSON HAS REPRESENTED THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

THIS JURY WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT IT WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Dated this 13th day of December, 2005.

WHEAT MONTANA FARMS, INC.

By: 

James G. Skidmore, Vice President

WHEAT-MONTANA BAKERY, INC.

By: 

James G. Skidmore, Vice President

WHEAT MONTANA FRANCHISING, INC.

By: 

James G. Skidmore, Vice President

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 6

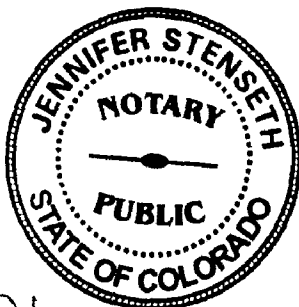
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

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By: James G. Skidmore
James G. Skidmore, Vice President

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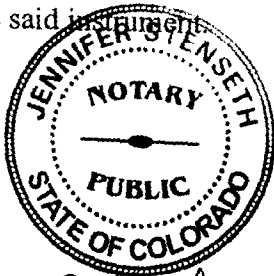
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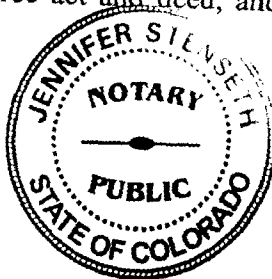
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L:\gl\gl\Wheat Montana\trademark security agreement_PCA_Dec. 2005

SCHEDULE A

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SCHEDULE B

to

Security Agreement and License of Intellectual Property**TRADEMARKS**

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 11
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0854

SCHEDULE C

to

Security Agreement and License of Intellectual Property

COPYRIGHTS

THERE ARE NONE REGISTERED

SCHEDULE D

to

Security Agreement and License of Intellectual Property

DOMAIN NAMES

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 13
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0856

**SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

THIS SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY ("Agreement") dated as of December 13, 2005; and is by and between **WHEAT MONTANA FARMS, INC.**, a corporation organized under the laws of the State of Montana; **WHEAT-MONTANA BAKERY, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT MONTANA FRANCHISING, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT ACQUISITION COMPANY**, a corporation organized under the laws of the State of Delaware, whose address is 10778 Highway 287, Three Forks, MT 59752 (hereinafter individually and collectively "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is at 1700 South Assembly Street, Spokane, WA 99224-2121, P.O. Box 2515, Spokane, WA 99220-2515 (hereinafter "Lender").

Debtor and Lender have executed a certain General Business Security Agreement of even date herewith and other documents (hereinafter the "Security Agreement") which grant to lender a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles and intellectual property, including, but not limited to patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

The Debtor and the Lender wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

A. Incorporation of Security Agreement. All of the terms and provisions of the Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

B. Grant of Security Interest in Intellectual and Intangible Property. Debtor hereby irrevocably grants a security interest to Lender all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Lender:

1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A and attached hereto (herein the "Patents"); and

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All domain names (if any) listed on Schedule D and attached hereto (hereinafter the "Domains").

5. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the

extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

6. The goodwill of each of the Debtor's businesses connected with and/or symbolized by the business, the Trademarks (hereinafter "Goodwill").

7. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtors, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all baking forms and systems; and ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

8. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Lender's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the Security Agreement), Lender may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and/or product lines of Debtor. Lender shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and/or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Lender's other rights and interests herein, Debtor grants to lender an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Lender to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Lender regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees),

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TRADEMARK
REEL: 003289 FRAME: 0859

except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition.

F. Termination of this Security Agreement and License. The term of the security agreement and license granted to Lender herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or

2. Full satisfaction of all of Debtor's obligations to Lender, as set forth in the Security Agreement.

Upon payment in full of the obligations, Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Lender's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Lender during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;

2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor and material to Debtor's business, now or hereafter until the Obligations shall have been paid in full;

3. Make application on all patentable inventions and on all Trademarks and Copyrights, that are material to Debtor's business, as appropriate;

4. Preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s), Domain(s) and License(s) that are material to Debtor's business; and

5. Promptly notify Lender in writing of any new Patent, Trademark, Copyright, Domain or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright, Domain or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Lender's use thereof; nor shall lender have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any

patentable invention or in any Trademark or Copyright, that are material to Debtor's business, without the prior written consent of Lender.

H. Lender's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Lender shall commence any such permitted suit, Debtor shall, at the request of the Lender, do all lawful acts and execute all proper documents required by Lender in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in exercise of its rights under this Agreement. In the event Lender incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Lender, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Lender to properly record or evidence this pledge and mortgage with the appropriate domestic and/or foreign governmental authorities.

I. Waivers. No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender.

L. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. Beneficiaries. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Lender and its respective successors and assigns.

N. Default Limited. Wherever this Agreement provides that the Lender shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Lender in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Lender may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

O. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY LOAN OR LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND THE LOAN DOCUMENTS. MORTGAGOR CERTIFIES THAT NO PERSON HAS REPRESENTED THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

THIS JURY WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT IT WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Dated this 13th day of December, 2005.

WHEAT MONTANA FARMS, INC.

By: 

James G. Skidmore, Vice President

WHEAT-MONTANA BAKERY, INC.

By: 

James G. Skidmore, Vice President

WHEAT MONTANA FRANCHISING, INC.

By: 

James G. Skidmore, Vice President

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 6
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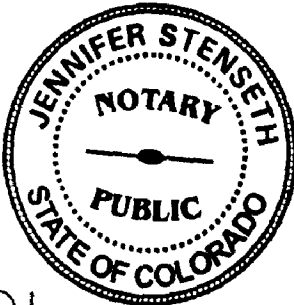
TRADEMARK
REEL: 003289 FRAME: 0862

WHEAT ACQUISITION COMPANY

By: James G. Skidmore
James G. Skidmore, Vice President

STATE OF Colorado)
County of Eagle)ss.

On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Farms, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

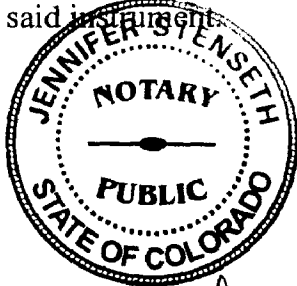
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat-Montana Bakery, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle) ss.

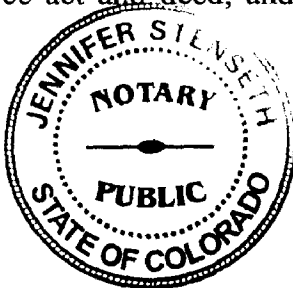
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Franchising, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle) ss.

On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Acquisition Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

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SCHEDULE A

to

Security Agreement and License of Intellectual Property**PATENTS**

U.S. PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK	421,348	Issued	03/07/00	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK	421,349	Issued	03/07/00	Wheat Montana Farm & Bakery	Eric Pierson

FOREIGN PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK (Canada)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Canada)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (Great Britain)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Great Britain)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (India)	182912 (US D421,348)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (India)	182911 (US D421,349)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 9
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TRADEMARK
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SCHEDULE B

to

Security Agreement and License of Intellectual Property**TRADEMARKS**

U.S. TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
HEALTHYLOAF	2,728,391	Supplemental Register	06/17/03	Wheat Montana Bakery, Inc.	LIVE
PRAIRIE GOLD	2,073,617	Principal Register	06/24/97	Wheat-Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,519,396	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,519,395	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,393,407	Principal Register	10/10/00	Wheat Montana Farms, Inc.	LIVE
BRONZE CHIEF	2,073,618	Principal Register	06/24/97	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,003,183	Principal Register	09/24/96	Wheat-Montana Bakery, Inc.	LIVE

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 10
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
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SCHEDULE B CONTINUED**TRADEMARKS**

MONTANA STATE TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
BUY MONTANA	21848	Registered in Class 30	09/05/01	Wheat Montana Farms, Inc.	ACTIVE
WHEAT MONTANA NATURAL WHITE & Design	20914	Registered in Class 30	05/08/00	Wheat Montana Farms, Inc.	ACTIVE
NATURAL WHITE	21221	Registered in Class 30	10/12/00	Wheat Montana Farms, Inc.	ACTIVE
GOLDEN 86 BERRIES	20068	Registered in Class 30	11/05/98	Wheat Montana Farms, Inc.	ACTIVE
BRONZE CHIEF & design	17410	Registered in Class 30	05/24/93	Wheat Montana Farms, Inc.	ACTIVE

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 11
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0867

SCHEDULE C

to

Security Agreement and License of Intellectual Property

COPYRIGHTS

THERE ARE NONE REGISTERED

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 12
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0868

SCHEDULE D

to

Security Agreement and License of Intellectual Property

DOMAIN NAMES

MARK	REGISTERED/PENDING	REG. DATE	OWNER	STATUS
WHEATMONTANADELI.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANADELIS.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANAFARM.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANABAKERY.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANA.NET	Registered	04/11/05	Wheat Montana	ACTIVE

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 13
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0869

**SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

THIS SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY ("Agreement") dated as of December 13, 2005; and is by and between **WHEAT MONTANA FARMS, INC.**, a corporation organized under the laws of the State of Montana; **WHEAT-MONTANA BAKERY, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT MONTANA FRANCHISING, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT ACQUISITION COMPANY**, a corporation organized under the laws of the State of Delaware, whose address is 10778 Highway 287, Three Forks, MT 59752 (hereinafter individually and collectively "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is at 1700 South Assembly Street, Spokane, WA 99224-2121, P.O. Box 2515, Spokane, WA 99220-2515 (hereinafter "Lender").

Debtor and Lender have executed a certain General Business Security Agreement of even date herewith and other documents (hereinafter the "Security Agreement") which grant to lender a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles and intellectual property, including, but not limited to patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

The Debtor and the Lender wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

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1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A and attached hereto (herein the "Patents"); and

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All domain names (if any) listed on Schedule D and attached hereto (hereinafter the "Domains").

5. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the

extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

6. The goodwill of each of the Debtor's businesses connected with and/or symbolized by the business, the Trademarks (hereinafter "Goodwill").

7. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtors, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all baking forms and systems; and ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

8. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Lender's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

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D. License to Use Intellectual and Intangible Property. In addition to Lender's other rights and interests herein, Debtor grants to lender an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Lender to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Lender regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees),

except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition.

F. Termination of this Security Agreement and License. The term of the security agreement and license granted to Lender herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or
2. Full satisfaction of all of Debtor's obligations to Lender, as set forth in the Security Agreement.

Upon payment in full of the obligations, Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Lender's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Lender during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;
2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor and material to Debtor's business, now or hereafter until the Obligations shall have been paid in full;
3. Make application on all patentable inventions and on all Trademarks and Copyrights, that are material to Debtor's business, as appropriate;
4. Preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s), Domain(s) and License(s) that are material to Debtor's business; and
5. Promptly notify Lender in writing of any new Patent, Trademark, Copyright, Domain or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright, Domain or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Lender's use thereof; nor shall lender have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any

patentable invention or in any Trademark or Copyright, that are material to Debtor's business, without the prior written consent of Lender.

H. Lender's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Lender shall commence any such permitted suit, Debtor shall, at the request of the Lender, do all lawful acts and execute all proper documents required by Lender in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in exercise of its rights under this Agreement. In the event Lender incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Lender, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Lender to properly record or evidence this pledge and mortgage with the appropriate domestic and/or foreign governmental authorities.

I. Waivers. No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender.

L. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. Beneficiaries. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Lender and its respective successors and assigns.

N. Default Limited. Wherever this Agreement provides that the Lender shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Lender in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Lender may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

O. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY LOAN OR LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND THE LOAN DOCUMENTS. MORTGAGOR CERTIFIES THAT NO PERSON HAS REPRESENTED THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

THIS JURY WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT IT WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Dated this 13th day of December, 2005.

WHEAT MONTANA FARMS, INC.

By: 

James G. Skidmore, Vice President

WHEAT-MONTANA BAKERY, INC.

By: 

James G. Skidmore, Vice President

WHEAT MONTANA FRANCHISING, INC.

By: 

James G. Skidmore, Vice President

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 6
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0875

WHEAT ACQUISITION COMPANY

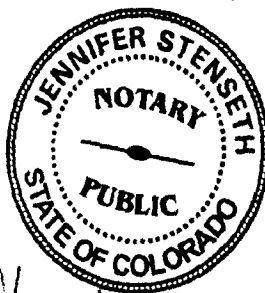
By: James G. Skidmore

James G. Skidmore, Vice President

STATE OF Colorado

County of Eagle) ss.

On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Farms, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.

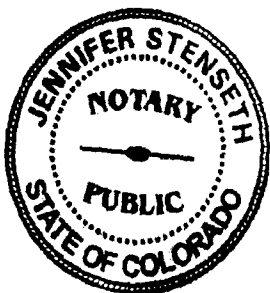


Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado

County of Eagle) ss.

On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat-Montana Bakery, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



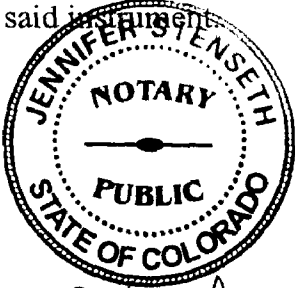
Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail
My commission expires 10-9-06
Printed Name Jennifer Stenseth

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 7
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0876

STATE OF Colorado)
County of Eagle)ss.

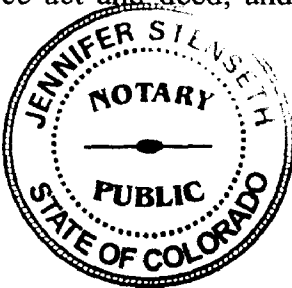
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Franchising, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Acquisition Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

L:\gl\gl1\Wheat Montana\trademark security agreement_PCA_Dec. 2005

SCHEDULE A

to

Security Agreement and License of Intellectual Property**PATENTS**

U.S. PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK	421,348	Issued	03/07/00	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK	421,349	Issued	03/07/00	Wheat Montana Farm & Bakery	Eric Pierson

FOREIGN PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK (Canada)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Canada)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (Great Britain)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Great Britain)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (India)	182912 (US D421,348)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (India)	182911 (US D421,349)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson

SCHEDULE B

to

Security Agreement and License of Intellectual Property**TRADEMARKS**

U.S. TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
HEALTHYLOAF	2,728,391	Supplemental Register	06/17/03	Wheat Montana Bakery, Inc.	LIVE
PRAIRIE GOLD	2,073,617	Principal Register	06/24/97	Wheat-Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,519,396	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,519,395	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,393,407	Principal Register	10/10/00	Wheat Montana Farms, Inc.	LIVE
BRONZE CHIEF	2,073,618	Principal Register	06/24/97	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,003,183	Principal Register	09/24/96	Wheat-Montana Bakery, Inc.	LIVE

SCHEDULE B CONTINUED**TRADEMARKS**

MONTANA STATE TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
BUY MONTANA	21848	Registered in Class 30	09/05/01	Wheat Montana Farms, Inc.	ACTIVE
WHEAT MONTANA NATURAL WHITE & Design	20914	Registered in Class 30	05/08/00	Wheat Montana Farms, Inc.	ACTIVE
NATURAL WHITE	21221	Registered in Class 30	10/12/00	Wheat Montana Farms, Inc.	ACTIVE
GOLDEN 86 BERRIES	20068	Registered in Class 30	11/05/98	Wheat Montana Farms, Inc.	ACTIVE
BRONZE CHIEF & design	17410	Registered in Class 30	05/24/93	Wheat Montana Farms, Inc.	ACTIVE

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 11
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0880

SCHEDULE C

to

Security Agreement and License of Intellectual Property

COPYRIGHTS

THERE ARE NONE REGISTERED

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 12
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0881

SCHEDULE D

to

Security Agreement and License of Intellectual Property

DOMAIN NAMES

MARK	REGISTERED/PENDING	REG. DATE	OWNER	STATUS
WHEATMONTANADELI.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANADELIS.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANAFARM.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANABAKERY.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANA.NET	Registered	04/11/05	Wheat Montana	ACTIVE

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 13
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0882

**SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

THIS SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY ("Agreement") dated as of December 13, 2005; and is by and between **WHEAT MONTANA FARMS, INC.**, a corporation organized under the laws of the State of Montana; **WHEAT-MONTANA BAKERY, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT MONTANA FRANCHISING, INC.**, a corporation organized under the laws of the State of Montana; and **WHEAT ACQUISITION COMPANY**, a corporation organized under the laws of the State of Delaware, whose address is 10778 Highway 287, Three Forks, MT 59752 (hereinafter individually and collectively "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is at 1700 South Assembly Street, Spokane, WA 99224-2121, P.O. Box 2515, Spokane, WA 99220-2515 (hereinafter "Lender").

Debtor and Lender have executed a certain General Business Security Agreement of even date herewith and other documents (hereinafter the "Security Agreement") which grant to lender a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles and intellectual property, including, but not limited to patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

The Debtor and the Lender wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

A. Incorporation of Security Agreement. All of the terms and provisions of the Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

B. Grant of Security Interest in Intellectual and Intangible Property. Debtor hereby irrevocably grants a security interest to Lender all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Lender:

1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A and attached hereto (herein the "Patents"); and

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All domain names (if any) listed on Schedule D and attached hereto (hereinafter the "Domains").

5. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the

extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

6. The goodwill of each of the Debtor's businesses connected with and/or symbolized by the business, the Trademarks (hereinafter "Goodwill").

7. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtors, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all baking forms and systems; and ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

8. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Lender's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the Security Agreement), Lender may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and/or product lines of Debtor. Lender shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and/or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Lender's other rights and interests herein, Debtor grants to lender an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Lender to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Lender. Lender shall have no liability to Debtor or any other party for any royalties or other charges arising from Lender's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Lender from any royalties, expenses, charges, and/or liabilities incurred by Lender under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Lender regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees),

except for any such liability arising from the gross negligence or willful misconduct of the Lender or its agents, and except for any such liability resulting from the knowing violation by Lender or its agents of the rights of others arising from such use or disposition.

F. Termination of this Security Agreement and License. The term of the security agreement and license granted to Lender herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or
2. Full satisfaction of all of Debtor's obligations to Lender, as set forth in the Security Agreement.

Upon payment in full of the obligations, Lender shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Lender's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Lender during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;
2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor and material to Debtor's business, now or hereafter until the Obligations shall have been paid in full;
3. Make application on all patentable inventions and on all Trademarks and Copyrights, that are material to Debtor's business, as appropriate;
4. Preserve and maintain all of Lender's rights in and to the Patent(s), Trademark(s), Copyright(s), Domain(s) and License(s) that are material to Debtor's business; and
5. Promptly notify Lender in writing of any new Patent, Trademark, Copyright, Domain or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright, Domain or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Lender shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Lender's use thereof; nor shall lender have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any

patentable invention or in any Trademark or Copyright, that are material to Debtor's business, without the prior written consent of Lender.

H. Lender's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Lender shall commence any such permitted suit, Debtor shall, at the request of the Lender, do all lawful acts and execute all proper documents required by Lender in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in exercise of its rights under this Agreement. In the event Lender incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Lender, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Lender to properly record or evidence this pledge and mortgage with the appropriate domestic and/or foreign governmental authorities.

I. Waivers. No course of dealing between Debtor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Lender from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Lender.

L. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. Beneficiaries. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Lender and its respective successors and assigns.

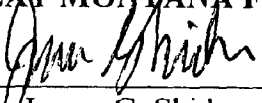
N. Default Limited. Wherever this Agreement provides that the Lender shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Lender in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Lender may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

O. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY LOAN OR LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND THE LOAN DOCUMENTS. MORTGAGOR CERTIFIES THAT NO PERSON HAS REPRESENTED THAT MORTGAGEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

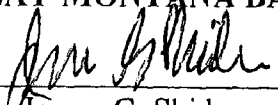
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Dated this 13th day of December, 2005.

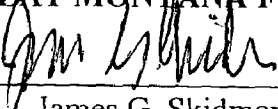
WHEAT MONTANA FARMS, INC.

By: 
James G. Skidmore, Vice President

WHEAT-MONTANA BAKERY, INC.

By: 
James G. Skidmore, Vice President

WHEAT MONTANA FRANCHISING, INC.

By: 
James G. Skidmore, Vice President

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 6
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0888

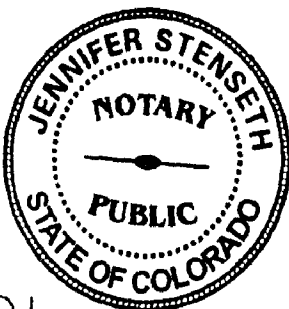
WHEAT ACQUISITION COMPANY

By: James G. Skidmore

James G. Skidmore, Vice President

STATE OF Colorado)
County of Eagle)ss.

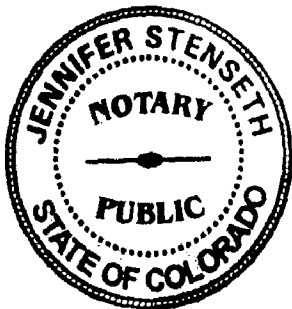
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Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10-9-06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

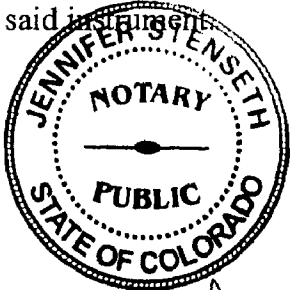
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County of Eagle)ss.

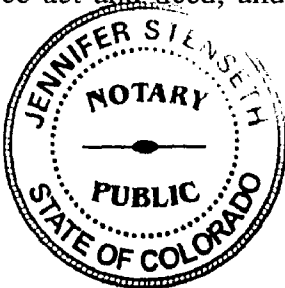
On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Montana Franchising, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

STATE OF Colorado)
County of Eagle)ss.

On this 12 day of December, 2005, before me personally appeared James G. Skidmore, known to me to be the Vice President of Wheat Acquisition Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.



Jennifer Stenseth
Notary Public for the State of Colorado
Residing at Vail CO
My commission expires 10.9.06
Printed Name Jennifer Stenseth

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SCHEDULE A

to

Security Agreement and License of Intellectual Property**PATENTS**

U.S. PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK	421,348	Issued	03/07/00	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK	421,349	Issued	03/07/00	Wheat Montana Farm & Bakery	Eric Pierson

FOREIGN PATENTS					
TITLE	SERIAL NO./ PATENT NO.	ISSUED/ PENDING	ISSUE DATE	ASSIGNEE	INVENTOR
IN LINE KIOSK (Canada)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Canada)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (Great Britain)	Unknown (US D421,348)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (Great Britain)	Unknown (US D421,349)	Pending	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
IN LINE KIOSK (India)	182912 (US D421,348)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson
END CAP KIOSK (India)	182911 (US D421,349)	Registered	Unknown	Wheat Montana Farms & Bakery	Eric Pierson

SCHEDULE B

to

Security Agreement and License of Intellectual Property**TRADEMARKS**

U.S. TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
HEALTHYLOAF	2,728,391	Supplemental Register	06/17/03	Wheat Montana Bakery, Inc.	LIVE
PRAIRIE GOLD	2,073,617	Principal Register	06/24/97	Wheat-Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,519,396	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,519,395	Principal Register	12/18/01	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA	2,393,407	Principal Register	10/10/00	Wheat Montana Farms, Inc.	LIVE
BRONZE CHIEF	2,073,618	Principal Register	06/24/97	Wheat Montana Farms, Inc.	LIVE
WHEAT MONTANA FARMS & BAKERY (design)	2,003,183	Principal Register	09/24/96	Wheat-Montana Bakery, Inc.	LIVE

SCHEDULE B CONTINUED**TRADEMARKS**

MONTANA STATE TRADEMARKS					
MARK	TM REG. NO.	REGISTERED/ PENDING	REG. DATE	OWNER	STATUS
BUY MONTANA	21848	Registered in Class 30	09/05/01	Wheat Montana Farms, Inc.	ACTIVE
WHEAT MONTANA NATURAL WHITE & Design	20914	Registered in Class 30	05/08/00	Wheat Montana Farms, Inc.	ACTIVE
NATURAL WHITE	21221	Registered in Class 30	10/12/00	Wheat Montana Farms, Inc.	ACTIVE
GOLDEN 86 BERRIES	20068	Registered in Class 30	11/05/98	Wheat Montana Farms, Inc.	ACTIVE
BRONZE CHIEF & design	17410	Registered in Class 30	05/24/93	Wheat Montana Farms, Inc.	ACTIVE

SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 11
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

TRADEMARK
REEL: 003289 FRAME: 0893

SCHEDULE C

to

Security Agreement and License of Intellectual Property

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THERE ARE NONE REGISTERED

SCHEDULE D

to

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DOMAIN NAMES

MARK	REGISTERED/PENDING	REG. DATE	OWNER	STATUS
WHEATMONTANADELI.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANADELIS.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANAFARM.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANABAKERY.COM	Registered	04/11/05	Wheat Montana	ACTIVE
WHEATMONTANA.NET	Registered	04/11/05	Wheat Montana	ACTIVE

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SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 13
Wheat Montana; CIF/Note Nos. 51742-141, -241 & -242

RECORDED: 01/19/2006

TRADEMARK
REEL: 003289 FRAME: 0895