TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wholesome & Hearty Foods Company		03/30/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	245 South Los Robles Avenue, Suite 700
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2782906	EAT POSITIVE
Registration Number:	2191566	EATING GOOD JUST GOT GREAT
Registration Number:	1409666	GARDENBURGER
Registration Number:	2103545	GARDENBURGER
Registration Number:	2103410	GARDENBURGER
Registration Number:	2250585	GARDENBURGER FIRE ROASTED VEGETABLE
Registration Number:	2457162	GARDENBURGER FLAME GRILLED
Registration Number:	2433717	GARDENBURGER HAMBURGER CLASSIC
Registration Number:	2409330	GARDENBURGER SANTA FE
Registration Number:	2145861	GARDENBURGER VEGGIE MEDLEY
Registration Number:	2431878	GARDENBURGER VEGGIE VEGAN
Registration Number:	2608349	GARDENCHEF PAUL WENNER
Registration Number:	1987820	GARDENSAUSAGE

OP $490.00 2782906

Registration Number:	2182470	GARDENVEGAN
Registration Number:	2214768	HAMBURGER STYLE GARDENBURGER
Registration Number:	2400907	LIFEBURGER
Registration Number:	2402720	SANTA FE GARDENBURGER
Registration Number:	2376185	TAYBURN
Registration Number:	2348813	THE ORIGINAL GARDENBURGER

CORRESPONDENCE DATA

Fax Number: (800)562-6504

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

Phone: 949 955 9585

Email: ghughes@cbaclet.com

Correspondent Name: Charles Baclet and Associates

Address Line 1: 2030 Main Street, Suite 1030

Address Line 2: Attn: Gabriel Hughes

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	62159
NAME OF SUBMITTER:	Gabriel Hughes
Signature:	/grh/
Date:	05/15/2006

Total Attachments: 16

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 30th day of March 2006, by and among:

WHOLESOME & HEARTY FOODS COMPANY, a Delaware corporation having a place of business at 15615 Alton Parkway, Suite 350, Irvine, California 92618 (the "Grantor"); and

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, acting through its WELLS FARGO BUSINESS CREDIT operating division, having a place of business 245 South Los Robles Ave., Suite 700, Pasadena, California 91101-3638, as lender (the "Lender").

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

WITNESSETH:

WHEREAS, Gardenburger, Inc., an Oregon corporation, ("Gardenburger") entered into a certain Credit and Security Agreement dated as of November 22, 2005 (the "Existing Agreement") between Gardenburger as borrower thereunder and the Lender pursuant to which Gardenburger granted the Lender a security interest in the "Collateral" as defined in the Existing Agreement; and

WHEREAS, Gardenburger and the Lender entered into a certain Intellectual Property Security Agreement dated as of November 22, 2005 (the "Existing IP Agreement") supplemental of, and in addition to, the rights of the Lender in and to all other Collateral granted to the Lender to secure the payment and performance of the obligations of Gardenburger under the Existing Agreement; and

WHEREAS, Gardenburger filed a Plan of Reorganization pursuant to which Gardenburger shall merge into the Grantor upon the bankruptcy court's confirmation; and

WHEREAS, the Grantor entered into a certain Amended and Restated Credit and Security Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") between the Grantor and the Lender, and pursuant to which Credit Agreement the Lender has agreed to make Revolving Advances and a Term Advance to the Grantor, pursuant to, and upon the terms and subject to the conditions specified in the Credit Agreement; and

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WHEREAS, the obligation of the Lender to make Revolving Advances and the Term Advance is conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof to secure the Obligations (as defined herein); and

WHEREAS, the Grantor and the Lender desire to amend and restate the Existing IP Agreement as provided herein.

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

SECTION 1

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.2 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2

Security Interest

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

(a) All Copyrights and Copyright Licenses.

(b) All Patents and Patent Licenses.

(c) All Trademarks and Trademark Licenses.

(d) All renewals of any of the foregoing.

(e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

(f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3

Protection of Intellectual Property By Grantor

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

3.1 Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

3.2 Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

3.4 At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

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

SECTION 4

Grantor's Representations and Warranties

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

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

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

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

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

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

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

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

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

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

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

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

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tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

SECTION 5

Agreement Applies to Future Intellectual Property

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

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

SECTION 6

Grantor's Rights To Enforce Intellectual Property

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

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

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

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

SECTION 7

Lender's Actions To Protect Intellectual Property

Subject to the terms of the Intercreditor Agreement, in the event of:

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

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

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

SECTION 8

Rights Upon Default

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

SECTION 9

Lender As Attorney In Fact

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

(a) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantor.

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(b) To exercise any of the rights and powers of the Lender referenced herein.

(c) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

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

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

SECTION 10

Lender's Rights

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

SECTION 11

Intent

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

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SECTION 12

Further Assurances

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

SECTION 13

Governing Law

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

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

GRANTOR:

WHOLESOME & HEARTY FOODS COMPANY

By: _____
Name: Beth C. Wallace
Title: President & CEO

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION acting through its WELLS FARGO BUSINESS CREDIT operating division

By: _____
Name: _____
Title: _____

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

GRANTOR: WHOLESOME & HEARTY FOODS COMPANY

By: _____
Name: _____
Title: _____

LENDER: WELLS FARGO BANK, NATIONAL ASSOCIATION acting through its WELLS FARGO BUSINESS CREDIT operating division

By: _____
Name: Harry L. Joe
Title: Vice President

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

Title	Serial No.	Registration No.	Registration Date
None.			

Copyright Licenses

None.

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EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

Applicant	Title	Serial No.	Patent No.	Date of Filing
None.				

Patent Licenses

None.

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EXHIBIT C

List of Trademarks and Trademark Licenses

U.S. Trademark Registrations and Applications

Name	Registration Number	Registration Date
EAT POSITIVE	2,782,906	11/11/2003
EATING GOOD JUST GOT GREAT	2,191,566	08/22/1998
GARDENBURGER	1,409,666	09/16/1986
GARDENBURGER (STAKE DESIGN)	2,103,545	10/07/1997
GARDENBURGER (STYLIZED/STRAIGHT)	2,103,410	10/07/1997
GARDENBURGER FIRE ROASTED VEGETABLE	2,250,585	06/01/1999
GARDENBURGER FLAME GRILLED	2,457,162	06/05/2001
GARDENBURGER HAMBURGER CLASSIC	2,433,717	03/06/2001
GARDENBURGER SANTA FE	2,409,330	11/28/2000
GARDENBURGER VEGGIE MEDLEY	2,145,861	03/24/1998
GARDENBURGER VEGGIE VEGAN	2,431,878	02/27/2001
GARDENCHEF PAUL WENNER	2,608,349	08/20/2002
GARDENSAUSAGE	1,987,820	07/23/1996
GARDENVEGAN	2,182,470	08/18/1998
HAMBURGER STYLE GARDENBURGER	2,214,768	12/29/1998
LIFEBURGER	2,400,907	10/31/2000
SANTA FE GARDENBURGER	2,402,720	11/07/2000
TAYBURN	2,376,185	08/08/2000
THE ORIGINAL GARDENBURGER	2,348,813	05/09/2000

Trademark Licenses

None.

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