

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Darigold, Inc.		06/28/2006	CORPORATION: WASHINGTON
Olympic Foods, Inc.		06/28/2006	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association, as ABL Agent
<b>Street Address:</b>	201 S. College Street
<b>Internal Address:</b>	8th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	National Association:

<b>Name:</b>	Wachovia Bank, National Association, as Senior Note Collateral Agent
<b>Street Address:</b>	201 S. College Street
<b>Internal Address:</b>	8th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1562480	CITRUS SUNSHINE
Registration Number:	2264261	WASHINGTON NATURAL
Registration Number:	1727980	WASHINGTON NATURAL APPLE JUICE
Registration Number:	2963973	NATURE'S GENUINE
Registration Number:	1257068	SUPERSIP

CH \$140.00 1562480

CORRESPONDENCE DATA

Fax Number: (404)685-5231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (404) 815-2231  
Email: heatherskinner@paulhastings.com  
Correspondent Name: Heather Skinner  
Address Line 1: 600 Peachtree Street, N.E.  
Address Line 2: Suite 2400  
Address Line 4: Atlanta, GEORGIA 30308-2222

ATTORNEY DOCKET NUMBER:	33426.00019
NAME OF SUBMITTER:	Chris D. Molen, Esq.
Signature:	/cdm/
Date:	07/05/2006

Total Attachments: 13  
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**THIRD AMENDMENT  
TO  
GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS  
AND LICENSES  
AND CONFIRMATION**

THIS THIRD AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES AND CONFIRMATION (this "Amendment"), entered into as of this 28th day of June, 2006, by and between Darigold, Inc., a Washington corporation ("Darigold") Olympic Foods, Inc., a Washington corporation ("OFI"; together with Darigold, each, a "Company" and, collectively, the "Companies"), Wachovia Bank, National Association, as agent (the "ABL Agent") for the ABL Lenders (as defined below), and Wachovia Bank, National Association, as collateral agent (the "Senior Note Collateral Agent"; together with the ABL Agent, each, an "Agent" and collectively, the "Agent") for the Note Holders (as defined below).

WITNESSETH:

WHEREAS, Darigold, the financial institutions party thereto as lenders (the "Prior Lenders") and the ABL Agent entered into that certain Amended and Restated Credit Agreement dated as of June 3, 2004 (as heretofore amended, restated, supplemented or otherwise modified, the "Prior Credit Agreement"); and

WHEREAS, Darigold and the ABL Agent, as successor to The CIT Group/Business Credit, Inc., a New York corporation, are parties to that certain Grant of Security Interest in Patents, Trademarks and Licenses dated as of June 20, 2001, as amended by that certain First Amendment to Grant of Security Interest in Patents, Trademarks and Licenses and Confirmation dated as of June 3, 2004, and as further amended by that certain Second Amendment to Grant of Security Interest in Patents, Trademarks and Licenses and Confirmation dated as of September 20, 2005 (as further amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Agreement"), pursuant to which Darigold granted to the ABL Agent a security interest in all of its right, title and interest in the Intellectual Property Collateral (as defined therein); and

WHEREAS, the Companies, the ABL Agent and the financial institutions party thereto as lenders (the "ABL Lenders") have agreed to amend and restate the Prior Credit Agreement in its entirety as set forth in that certain Second Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the ABL Credit Agreement); and

WHEREAS, Darigold is also entering into that certain Note Purchase and Guarantee Agreement dated as of even date herewith, among Darigold and the purchasers party thereto (the "Note Holders") and agreed and consented to by the Parent (as amended, restated, supplemented or otherwise modified from time to time as permitted by the Senior Note Intercreditor Agreement, the "Senior Note Purchase Agreement");

WHEREAS, in order to induce the ABL Agent and the ABL Lenders to enter into the ABL Credit Agreement and the other Credit Documents, and in order to induce the Senior Note Collateral Agent and the Note Holders to enter into the Senior Note Purchase Agreement and the other Senior Note Documents and to induce the ABL Lenders and the Note Holders to make the loans and other financial accommodations provided for in the ABL Credit Agreement and the Senior Note Purchase Agreement, the Companies have agreed to execute and deliver this Amendment.

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. Amendments to Intellectual Property Agreement**

1. The Preamble to the Intellectual Property Agreement is hereby amended and modified by deleting the preamble in its entirety and by inserting the following in lieu thereof:

"THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of June 20, 2001, by **Darigold, Inc.**, a Washington corporation, with its principal place of business at 635 Elliott Avenue W., Seattle, Washington 98119 (herein "Darigold"), **Wachovia Bank, National Association**, as agent (in such capacity, together with its successors and assigns, the "ABL Agent") for the ABL Lenders (as defined below), and, upon the effectiveness of that certain Third Amendment to Grant of Security Interest in Patents, Trademarks and Licenses and Confirmation dated as of June 28, 2006, **Olympic Foods, Inc.**, a Washington corporation, with its principal place of business at 5625 West Thorpe Road, Spokane, Washington 99224 ("OFI"; together with Darigold, collectively, the "Company"), and **Wachovia Bank, National Association**, as collateral agent (in such capacity, together with its successors and assigns, the "Senior Note Collateral Agent"; and together with the ABL Agent, collectively, the "Agent") for the Note Holders (as defined below)."

2. The first recital of the Intellectual Property Agreement is hereby amended and modified by deleting such recital in its entirety and by inserting the following in lieu thereof:

“WHEREAS, the Company, the financial institutions party thereto from time to time as lenders (the “ABL Lenders”) and the ABL Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of June 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time as permitted by the Senior Note Intercreditor Agreement, the “ABL Credit Agreement”); and”

3. The Intellectual Property Agreement is hereby amended and modified by inserting the following as a second and third recital:

“WHEREAS, Darigold is also entering into that certain Note Purchase and Guarantee Agreement, dated as of June 28, 2006, by and among Darigold and the purchasers party thereto (the “Note Holders”; the ABL Lenders, together with the Note Holders, the “Lenders”), and agreed and consented to by the Parent (as amended, restated, supplemented or otherwise modified from time to time as permitted by the Senior Note Intercreditor Agreement, the “Senior Note Purchase Agreement”; together with the ABL Credit Agreement, each, a “Financing Agreement”, and collectively, the “Financing Agreements”); and

WHEREAS, the Financing Agreements provide (i) for the Lenders to make certain loans, advances and extensions of credit, all to or for the account of Darigold and, in the case of the ABL Credit Agreement, OFI, and (ii) for the grant by the Company to the Agent, on behalf of the Lenders, of a security interest in certain of the Company’s assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;”

4. Section 1 of the Intellectual Property Agreement, “Definitions”, is hereby amended and modified by inserting “applicable” before “Financing Agreement” therein.

5. Section 2 of the Intellectual Property Agreement, “Grant of Security Interest”, is hereby amended and modified by deleting the first paragraph therein and by inserting the following in lieu thereof:

“To secure the payment of the “Obligations” (as defined in the ABL Credit Agreement, the “ABL Obligations”) and the “Noteholder Obligations” (as defined in the Senior Note Purchase Agreement, the “Noteholder Obligations”); together with the ABL Obligations,

collectively, the "Obligations"), the Company hereby grants to the Agent, on behalf of the Lenders and the Agent, a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):"

6. Section 5 of the Intellectual Property Agreement, "Representations and Warranties" is hereby amended and modified by deleting "Financing Agreement" where it appears therein and by inserting "ABL Credit Agreement, until the Revolving Loans under the ABL Credit Agreement have been paid in full and the Revolving Credit Commitments have terminated, and thereafter, as defined in the Senior Note Purchase Agreement" in lieu thereof.

7. Section 10 of the Intellectual Property Agreement is hereby amended and modified by deleting ", WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF" from such Section.

8. Section 11 of the Intellectual Property Agreement, "Events of Default", is hereby amended and modified by deleting subsection (iii) thereof in its entirety and by inserting the following in lieu thereof:

"(iii) The occurrence of any Event of Default (as defined in the ABL Credit Agreement) under the ABL Credit Agreement which is not waived by the ABL Agent or the occurrence of any Event of Default (as defined in the Senior Note Purchase Agreement) under the Senior Note Purchase Agreement which is not waived by the Note Holders."

9. Section 15(b) of the Intellectual Property Agreement is hereby amended and modified by deleting the second and third sentences thereof in their entirety and by inserting the following in lieu thereof:

"Written notice of resignation by the ABL Agent pursuant to Section 14.9 of the ABL Credit Agreement or by the Senior Note Collateral Agent pursuant to Section 10 of the Collateral Agency Agreement (as defined in the Senior Note Purchase Agreement) shall also constitute notice of resignation of such Agent under this Agreement; and appointment of a successor ABL Agent pursuant to Section 14.9 of the ABL Credit Agreement or of a successor Senior Note Collateral Agent pursuant to Section 10 of the Collateral Agency Agreement, as the case may be, shall also constitute appointment of such successor Agent under this Agreement. Upon the acceptance of any appointment as the ABL Agent under Section 14.9 of the ABL Credit Agreement or as the Senior Note Collateral Agent under Section 10 of the Collateral Agency Agreement, as the case may be, by a successor Agent, such successor Agent shall

thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent under this Agreement and the retiring Agent shall promptly (i) transfer to such successor Agent all sums, securities and other items of Intellectual Property Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Agent under this Agreement, and (ii) execute and deliver to such successor Agent such amendment to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the security interest created hereunder.”

10. The Intellectual Property Agreement is hereby amended and modified by inserting the following as a new Section 16:

"16. **Intercreditor Agreement.**

Notwithstanding anything herein to the contrary, the liens and security interests granted to the ABL Agent and the Senior Note Collateral Agent pursuant to this Agreement in any Note Priority Collateral (as defined in the Senior Note Intercreditor Agreement), any ABL Priority Collateral (as defined in the Senior Note Intercreditor Agreement) and the Shared Priority Collateral (as defined in the Senior Note Intercreditor Agreement) and the exercise of any right or remedy by the Agent with respect to any Note Priority Collateral and the Shared Priority Collateral hereunder are subject to the provisions of the Senior Note Intercreditor Agreement. In the event of any conflict between the terms of the Senior Note Intercreditor Agreement and this Agreement with respect to (A) the priority of such liens and security interests granted to the ABL Agent and the Senior Note Collateral Agent pursuant to this Agreement, (B) the rights of the ABL Agent, the Senior Note Collateral Agent, any ABL Lenders or any Note Holders hereunder, or (C) any obligations of the ABL Agent or any ABL Lender arising hereunder in favor of the Senior Note Collateral Agent or any Note Holder, and any obligations of the Senior Note Collateral Agent or any Note Holders arising hereunder in favor of the ABL Agent or any ABL Lender, the terms of the Senior Note Intercreditor Agreement shall govern and control as between the ABL Agent and the ABL Lenders, on the one hand, and the Senior Note Collateral Agent and the Note Holders, on the other hand.”

11. The Intellectual Property Agreement is hereby amended and modified by supplementing Schedule B thereto with those U.S. Trademarks listed on Schedule B hereto.

12. The Intellectual Property Agreement is hereby amended and modified by supplementing Schedule C thereto with those U.S. Licenses listed on Schedule C hereto.

13. For the avoidance of doubt, the Intellectual Property Agreement is hereby amended and modified as follows:

i. Except as otherwise expressly provided in this Amendment, all references to the "Financing Agreement" in the Intellectual Property Agreement shall be, collectively, to the ABL Credit Agreement and the Senior Note Purchase Agreement, as each is modified, amended, restated or supplemented from time to time;

ii. All references to the "Lenders" in the Intellectual Property Agreement shall be, collectively, to the ABL Lenders and the Note Holders;

iii. All references to the "Agent" in the Intellectual Property Agreement shall be, collectively, to the ABL Agent and the Senior Note Collateral Agent; and

iv. All references to the "Permitted Encumbrances" in the Intellectual Property Agreement shall be to the Permitted Liens as defined in the ABL Credit Agreement until the Revolving Loans under the ABL Credit Agreement have been paid in full and the Revolving Credit Commitments have terminated, thereafter, as defined in the Senior Note Purchase Agreement.

## **B. Joinders**

### **1. Joinder of OFI.**

(a) OFI, by its signature below, becomes a party to the Intellectual Property Security Agreement as, together with Darigold, the "Company" under the Intellectual Property Security Agreement with the same force and effect as if originally named therein, together with Darigold, as the "Company", and OFI hereby agrees to all of the terms and provisions of the Intellectual Property Security Agreement applicable to it as, together with Darigold, the "Company" thereunder. In furtherance of the foregoing, OFI agrees that OFI is and shall be jointly and severally bound by, and hereby assumes, all representations, warranties, covenants, terms, conditions, duties and waivers applicable to the "Company" under the Intellectual Property Security Agreement. Each reference to the "Company" in the Intellectual Property Security Agreement shall be deemed to include OFI. The Intellectual Property Security Agreement is incorporated herein by reference.

(b) In furtherance of the foregoing, OFI, as security for the prompt payment in full of all Obligations, does hereby pledge and grant to the Agent a continuing general Lien upon, and security interest in, all of OFI's right, title and interest in and to



the Intellectual Property Collateral of OFI, wherever located, whether now existing or hereafter arising or acquired, whether held by the Credit Parties or others for OFI's account. OFI hereby consents to and ratifies any and all execution and/or filing of recordings of the Intellectual Property Security Agreement by the ABL Agent on or prior to the date on which this Amendment becomes effective.

2. Joinder of the Senior Note Collateral Agent. The Senior Note Collateral Agent, by its signature below, becomes a party to the Intellectual Property Security Agreement as, together with the ABL Agent, the "Agent" under the Intellectual Property Security Agreement with the same force and effect as if originally named therein, together with the ABL Agent, as the "Agent", and the Senior Note Collateral Agent hereby agrees to all of the terms and provisions of the Intellectual Property Security Agreement applicable to it as, together with the ABL Agent, the "Agent" thereunder. The Intellectual Property Security Agreement is incorporated herein by reference.

**C. Irrevocable Power of Attorney**

Each Company hereby grants to the Agent the exclusive Irrevocable Power of Attorney to transfer to the Agent, the ABL Lenders, the Note Holders or to any designee of the Agent all Intellectual Property Collateral listed on the Schedules attached to the Intellectual Property Security Agreement, as amended hereby, including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and such Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign and transfer the business under those trademarks under the following terms and conditions:

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

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

3. The Power of Attorney granted herein shall only be exercisable by the Agent after the occurrence of any Event of Default (as defined in the ABL Credit Agreement) under the ABL Credit Agreement which is not waived by the ABL Agent or the occurrence of any Event of Default (as defined in the Senior Note Purchase Agreement) under the Senior Note Purchase Agreement which is not waived by the Note Holders; and

4. The Agent exercising this power shall give such Company ten (10) days prior written notice of the exercise of this power, and the waiver by such Agent or the ABL Lenders or the Note Holders, as required under the applicable Financing Document (as defined in the Intellectual Property Security Agreement, as amended hereby), of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of such Agent or the ABL Lenders or the Note Holders, as required under the applicable Financing Document (as defined in the Intellectual Property Security Agreement, as amended hereby). Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

**D. Reaffirmation of Representations and Warranties**

Each Company hereby represents and warrants to the ABL Agent, the ABL Lenders, the Senior Note Collateral Agent and the Note Holders that the representations and warranties contained in the Intellectual Property Agreement are true and correct as of the date of this Amendment.

**E. Counterparts**

This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of such a counterpart hereof by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

**F. Reference and Effect on the Credit Documents**

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

**G. Costs, Expenses and Taxes**

Each Company agrees to pay on demand all costs and expenses in connection with the preparation, execution and delivery of this Amendment and the other

instruments and documents to be delivered hereunder, including, without limitation, the fees and out-of-pocket expenses of counsel for the ABL Agent or the Senior Note Collateral Agent with respect thereto and with respect to advising the ABL Agent or the Senior Note Collateral Agent as to its rights and responsibilities hereunder and thereunder.

**H. Governing Law**

This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

**I. No Other Amendments/Reaffirmation**

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

**J. Credit Document**

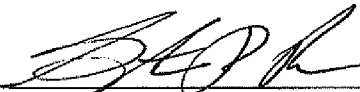
This Amendment shall be deemed to be a Credit Document and a Security Document (as defined in the Senior Note Purchase Agreement) for all purposes.

*[Remainder of page intentionally left blank]*


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

**COMPANIES:**

**DARIGOLD, INC.**

By:   
Name: Steven P. Rowe  
Its: VP & Asst. Secretary

**OLYMPIC FOODS, INC.**

By:   
Name: Steven P. Rowe  
Its: Secretary

**ABL AGENT:**

**WACHOVIA BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: Dan Denton  
Its: Director

**SENIOR NOTE  
COLLATERAL AGENT:**

**WACHOVIA BANK, NATIONAL  
ASSOCIATION**


By: \_\_\_\_\_  
Name:  
Its:

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

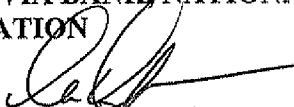
**COMPANY:** **DARIGOLD, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ABL AGENT:** **WACHOVIA BANK, NATIONAL ASSOCIATION**

By:  \_\_\_\_\_  
Name: Dan Denton  
Its: Director

**SENIOR NOTE COLLATERAL AGENT:** **WACHOVIA BANK, NATIONAL ASSOCIATION**

By:  \_\_\_\_\_  
Name: Dan Denton  
Its: Director

**Schedule B**

**Additional U.S. Trademarks**

OFI is the registrant under the following U.S. federal trademarks

NAME	REGISTRATION NO.	REGISTRATION DATE
Citrus Sunshine	1,562,480	10/24/1989
Washington Natural	2,264,261	07/27/1999
Washington Natural Apple Juice	1,727,980	10/27/1992
Nature's Genuine	2,963,973	06/28/2005
SuperSip	1,257,068	11/08/1983

## Schedule C

### **Additional U.S. Licenses**

1. Trademark License Agreement, dated as of November 12, 2004, between Darigold, as licensor, and Humboldt Creamery Association, as licensee.
2. Agreement for Use of Darigold Name, Trademark and/or Logo between Darigold, as licensor, and Dairy Fresh Farms, as licensee.
3. Agreement for Use of Darigold Name, Trademark and/or Logo between Darigold, as licensor, and Clover Wholesale Inc., as licensee.
4. Agreement for Use of Darigold Name, Trademark and/or Logo between Darigold, as licensor, and Dairy Valley Distribution, Inc., as licensee.
5. Agreement for Use of Darigold Name, Trademark and/or Logo between Darigold, as licensor, and Gary V. White, as licensee.
6. Agreement for Use of Darigold Name, Trademark and/or Logo between Darigold, as licensor, and Iversen Distributing, Inc., as licensee.
7. License to use Darigold logo for tradeshow grants by Darigold to LOGIX.
8. Agreement for Use of Darigold Name, Trademark and/or Logo between Darigold, as licensor, and Blaser Brothers, as licensee.