

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Galaxy Nutritional Foods, Inc.		08/31/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Systran Financial Services Corporation
Street Address:	4949 SW Meadows Road, Suite 500
City:	Lake Oswego
State/Country:	OREGON
Postal Code:	97035
Entity Type:	CORPORATION: OREGON

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	2936693	G
Registration Number:	2314619	G
Registration Number:	2936694	G
Registration Number:	3007639	GALAXY NUTRITIONAL FOODS
Registration Number:	2955373	G GALAXY NUTRITIONAL FOODS
Registration Number:	2731446	GALAXY NUTRITIONAL FOODS VEGGIE
Registration Number:	2966707	G TOTAL CARB PER SERVING G PROTEIN
Registration Number:	2577980	GALAXY NUTRITIONAL FOODS
Registration Number:	2560390	GALAXY NUTRITIONAL FOODS
Registration Number:	2936692	GALAXY NUTRITIONAL FOODS
Registration Number:	2907061	GALAXY NUTRITIONAL FOODS
Registration Number:	2102820	LITE BAKERY
Registration Number:	3034235	LITE BAKERY
Registration Number:	2189242	PIZZA AND DESSERT THAT DOESN'T HURT

OP \$1015.00 2936693

Registration Number:	1745941	SOYCO
Registration Number:	1788315	SOYCO
Registration Number:	1744693	SOYMAGE
Registration Number:	2917748	ULTRA SMOOTHIE
Registration Number:	2917750	ULTRA SMOOTHIE
Registration Number:	2662329	VEGGIE NATURE'S ALTERNATIVE TO MILK
Registration Number:	2641674	VEGGIE SLICES
Registration Number:	2068151	VEGGY SINGLES
Registration Number:	2923795	WILD STRINGS
Serial Number:	78896729	A GALAXY OF SMART FOOD CHOICES
Serial Number:	78794797	G GALAXY NUTRITIONAL FOODS RICE
Serial Number:	78794934	G GALAXY NUTRITIONAL FOODS VEGAN
Serial Number:	78794947	G GALAXY NUTRITIONAL FOODS VEGGY
Serial Number:	76204595	GALAXY NUTRITIONAL FOODS
Serial Number:	78314678	GALAXY NUTRITIONAL FOODS G SMART CHOICE
Serial Number:	78866735	LITE & LESS
Serial Number:	78852687	SUPER STIX
Serial Number:	78794889	THE HEALTHY CHEESE ALTERNATIVE
Serial Number:	76506079	ULTRA SMOOTHIE
Serial Number:	76502629	ULTRA SMOOTHIE
Serial Number:	78884779	WHOLESOME VALLEY
Serial Number:	78884769	WHOLESOME VALLEY
Serial Number:	78794991	WHOLESOME VALLEY
Serial Number:	78890435	WHOLESOME VALLEY
Serial Number:	78884808	WHOLESOME VALLEY ORGANIC
Serial Number:	78884813	WHOLESOME VALLEY ORGANIC

**CORRESPONDENCE DATA**

Fax Number: (503)972-3873  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 503-802-2173  
Email: trademark@tonkon.com  
Correspondent Name: Christopher D. Erickson  
Address Line 1: 888 SW 5th Avenue, Suite 1600  
Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER: Shandra L. Rissmann

Signature:	/s/r/
Date:	09/25/2006
<p>Total Attachments: 11 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif source=Agreement#page6.tif source=Agreement#page7.tif source=Agreement#page8.tif source=Agreement#page9.tif source=Agreement#page10.tif source=Agreement#page11.tif</p>	

**PATENT, COPYRIGHT AND TRADEMARK COLLATERAL SECURITY  
AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK COLLATERAL SECURITY AGREEMENT (the "Agreement") is made as of the 31<sup>st</sup> day of August, 2006 between GALAXY NUTRITIONAL FOODS, INC., a Delaware corporation ("Customer") and SYSTRAN FINANCIAL SERVICES CORPORATION, an Oregon corporation ("Secured Party"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as this term is defined below).

RECITALS

A. Customer and Secured Party have entered into that certain Receivables Purchase Agreement dated as of June 23, 2006, pursuant to which Secured Party has agreed to extend credit to Customer in the maximum amount of \$3,500,000 (as amended, restated, modified and supplemented from time to time, the "Purchase Agreement").

B. In order to induce Secured Party to enter into the Purchase Agreement and the transactions contemplated thereby, and as a condition thereto, Customer is required to execute and deliver to Secured Party this Agreement and pursuant hereto to assign and grant to Secured Party a security interest in and to all of Customer's right, title, and interest in the Intellectual Property Collateral (as defined below).

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

1. As used in this Agreement:

(a) "Copyrights" means and includes, in each case whether now existing or hereafter arising, all of Customer's right, title and interest in and to (i) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications; (ii) all renewals of any of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) the right to sue for past, present and future infringements of any of the foregoing; and (v) all rights corresponding to any of the foregoing throughout the world.

(b) "Patents" means and includes, in each case whether now existing or hereafter arising, all of Customer's right, title and interest in and to (i) any and all patents and patent applications, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iv) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future

infringements thereof, (v) rights to sue for past, present and future infringements thereof, and (vi) all rights corresponding to any of the foregoing throughout the world.

(c) “Trademarks” means and includes in each case whether now existing or hereafter arising, all of Customer’s rights, title and interest in and to (i) trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks, (ii) licenses of the foregoing, whether as licensee or licensor, (iii) renewals thereof, (iv) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (v) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and (vi) all rights corresponding to any of the foregoing throughout the world.

(d) “Other Assets”, means Customer’s intellectual property and/or proprietary materials other than Copyrights, Patents and Trademarks, including without limitation, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Copyrights, Patents, and Trademarks

(e) “Intellectual Property Collateral” means collectively the Copyrights, Other Assets, Patents, and Trademarks.

2. As collateral security for the prompt and punctual payment and performance of the Obligations by Customer and for the prompt performance by Customer of its obligations and undertakings under this Agreement, Customer hereby grants to Secured Party, its successors and assigns, a security interest in all of the Intellectual Property Collateral, whether now owned or hereafter acquired by Customer, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party.

3. Customer covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list of all of the Intellectual Property Collateral that is subject to current registrations or pending applications for registration in the United States Copyright Office, the United States Patent and Trademark Office, and any other government or public office or agency of the United States of America or other jurisdictions.

(b) Customer is the sole and exclusive owner of all of the Intellectual Property Collateral, free and clear of all liens and encumbrances, except for (i) the security interest created by this Agreement and the other Transaction Documents and (ii) the licenses issued by Customer in and to Intellectual Property Collateral set forth on Exhibit B to the Purchase Agreement.

(c) Secured Party has a first priority security interest in the Intellectual Property Collateral.

(d) Customer will take actions to defend Customer's rights, title and interest in and to its Intellectual Property Collateral against the claims of third parties, except where the failure to do so would not have or be reasonably expected to have a Materially Adverse Effect.

(e) The Intellectual Property Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and Customer has not received any claim by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(f) Execution, delivery and performance of this Agreement by Customer does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances upon any of the Intellectual Property Collateral, under any agreement to which Customer is a party or by which Customer is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

(g) [Intentionally deleted.]

(h) [Intentionally deleted.]

(i) Customer shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of the Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of the Intellectual Property Collateral.

(j) If Secured Party deems it necessary to perfect or continue perfection of Secured Party's interest in the Intellectual Property Collateral conveyed hereunder, Customer shall (a) cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and (b) for Intellectual Property Collateral registered in the United States or Canada (and upon Secured Party's request in such other jurisdictions), will execute and deliver to Secured Party such documents as Secured Party may require to perfect its security interest in registered Intellectual Property Collateral.

(k) All information heretofore or herein supplied in writing to Secured Party by or on behalf of Customer with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

(l) [Intentionally deleted.]

4. [Intentionally deleted.]

5. Customer agrees that, until all of the Obligations of Customer under the Transaction Documents shall have been satisfied in full, Customer will not (a) sell, assign, or transfer the Intellectual Property Collateral or any of its rights or interests therein other than to: (i) Secured Party, or (ii) any party to whom Customer has granted licenses prior to the date of this Agreement, in the ordinary course of its business on market terms or with the prior written

consent of Secured Party or (b) enter into any other agreement which is inconsistent with Customer's obligations hereunder, without the prior written consent of Secured Party.

6. If, before the Obligations of the Customer shall have been satisfied in full, Customer shall obtain rights to any new Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto. Customer shall give Secured Party prompt written notice of any new Intellectual Property Collateral which shall become subject to registrations or pending applications for registration in the United States Copyright Office, the United Patent and Trademark Office, any other government or public office or agency of the United States of America or other jurisdictions and will execute and deliver to Secured Party such documents as Secured Party may require to perfect its security interest in any registered Intellectual Property Collateral.

7. Customer authorizes Secured Party to modify this Agreement by amending Schedule A to include any new registrations and/or applications pending for any Intellectual Property Collateral without the necessity of Customer's approval of or signature to such amendment, and Customer shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Customer set forth herein shall be deemed to be restated by Customer as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.

8. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a Secured Party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Customer, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Providence, Rhode Island, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Customer may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations of Customer. Any remainder of the proceeds after payment in full of the Obligations of Customer shall be paid over to Customer. Written notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Customer at least ten (10) days before the time of any intended public or private sale or other disposition thereof is to be made, which Customer hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold

In addition, upon the occurrence of an Event of Default, Secured Party shall have, and Customer hereby grants to Secured Party, effective under this Agreement and the other Transaction Documents, a fully-paid-up, right and license to make, use, practice, and sell (or license or otherwise transfer) the Intellectual Property Collateral, for the exclusive purpose of,

and to the extent necessary and sufficient for, the full and complete enjoyment and exercise of and realization upon the rights, remedies, and interests of Secured Party pursuant to this Agreement and the other Transaction Documents. Except for any license granted prior to the date of this Agreement, and such other licenses of Intellectual Property Collateral for exclusive territories not prohibited by this Agreement, the license granted by Customer to Secured Party hereunder is worldwide.

9. Subject to the terms of the Purchase Agreement, at such time as Customer shall completely satisfy all of the Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Customer all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Secured Party's security interest in the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any part of the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Customer on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Purchase Agreement.

11. Customer shall not knowingly abandon or dedicate to the public any of the Intellectual Property Collateral, nor knowingly do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral, without the consent of Secured Party, which consent shall not be unreasonably withheld.

12. In the event of the occurrence of an Event of Default under the Purchase Agreement, Customer hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Customer's true and lawful attorney-in-fact, with the power to endorse Customer's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Customer hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until this Agreement shall terminate pursuant to the terms herein.

13. If Customer fails to comply with any of its obligations hereunder, Secured Party may perform such obligations in Customer's name or in Secured Party's name, but at Customer's



expense, and Customer hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

14. This Agreement is supplemental to the Purchase Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Transaction Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Transaction Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Customer with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Customer) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents.

15. No course of dealing between Customer and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Purchase Agreement, in the manner and within the time specified in the Purchase Agreement.

18. The provisions of this Agreement are severable, and 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.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 7.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

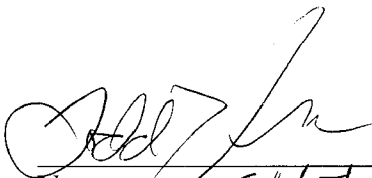
21. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Oregon, without reference to applicable conflict of law principles.

22. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signatures of this Agreement shall have the same force and effect as original signatures.

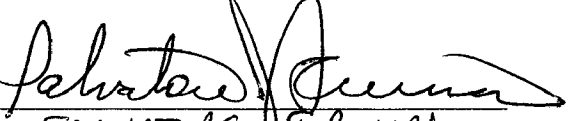
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

ATTEST

CUSTOMER:

  
Name: Todd Thrasher

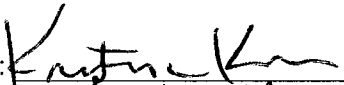
GALAXY NUTRITIONAL FOODS, INC.

By:   
Name: SALVATORE PULVANI  
Title: CHIEF FINANCIAL OFFICER

[CORPORATE SEAL]

SECURED PARTY:

SYSTRAN FINANCIAL SERVICES  
CORPORATION

By:   
Name: Kristina Kingen  
Title: VP

SCHEDULE A

Intellectual Property Collateral

**REGISTERED TRADEMARKS:**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>CLASS</b>
<b>G (Stylized Design)</b>	United States	03/29/05	2936693	40
<b>G (Stylized Design)</b>	United States	02/01/00	2314619	40
<b>G (Stylized Design)</b>	United States	03/29/05	2936694	29, 30
<b>G Galaxy Nutritional Foods and Design</b>	United States	10/18/05	3007639	29
<b>G Galaxy Nutritional Foods and Design</b>	United States	05/24/05	2955373	40
<b>G Galaxy Nutritional Foods Veggie and Design</b>	United States	07/01/03	2731446	29
<b>G Total Carb Per Serving and Design</b>	United States	07/12/05	2966707	29
<b>Galaxy Nutritional Foods</b>	United States	06/11/02	2577980	29
<b>Galaxy Nutritional Foods</b>	United States	04/29/02	2560390	40
<b>Galaxy Nutritional Foods</b>	United States	03/29/05	2936692	29
<b>Galaxy Nutritional Foods</b>	United States	11/30/04	2907061	40
<b>Lite Bakery</b>	United States	10/07/97	2102820	30
<b>Lite Bakery and Design</b>	United States	12/27/05	3034235	30
<b>Pizza and Dessert that Doesn't Hurt</b>	United States	09/18/98	2189242	35
<b>Soyco</b>	Australia	11/12/01	894748	29
<b>Soyco</b>	United States	01/12/93	1745941	29
<b>Soyco and Design</b>	United States	08/17/93	1788315	29

SCHEDULE A (Continued)

**REGISTERED TRADEMARKS (Continued):**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>CLASS</b>
<b>Soymage</b>	United States	01/05/93	1744693	29
<b>Ultra Smoothie</b>	United States	01/11/05	2917748	30, 32
<b>Ultra Smoothie and Design</b>	United States	01/11/05	2917750	30, 32
<b>Veggie Nature's Alternative to Milk</b>	Australia	11/12/01	894749	29
<b>Veggie Nature's Alternative to Milk &amp; Design</b>	United States	12/17/02	2662329	29
<b>Veggie Slices</b>	Australia	11/12/01	894750	29
<b>Veggie Slices</b>	Japan	07/01/05	4876574	29
<b>Veggie Slices</b>	United States	10/29/02	2641674	29
<b>Veggie Slices and Design</b>	Japan	02/21/03	4646851	29
<b>Veggie Slices Nature's Alternative to Cheese and Design</b>	Japan	02/21/03	4646850	29
<b>Veggy Singles</b>	United States	06/03/97	2068151	29
<b>Wild Strings</b>	United States	02/01/05	2923795	29

SCHEDULE A (Continued)

**PENDING TRADEMARK APPLICATIONS:**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APPLICATION DATE</b>	<b>APPLICATION NUMBER</b>	<b>CLASS</b>
<b>A Galaxy of Smart Good Choices</b>	United States	05/31/06	78/896,729	29
<b>G Galaxy Nutritional Foods and Design</b>	Canada	02/15/06	1,290,012	29
<b>G Galaxy Nutritional Foods Rice (stylized and/or with design)</b>	Canada	02/15/06	1,290,016	29
<b>G Galaxy Nutritional Foods Rice (stylized and/or with design)</b>	United States	01/19/06	78/794,797	29
<b>G Galaxy Nutritional Foods Vegan (stylized and/or with design)</b>	Canada	02/15/06	1,290,014	29
<b>G Galaxy Nutritional Foods Vegan (stylized and/or with design)</b>	United States	01/19/06	78/794,934	29
<b>G Galaxy Nutritional Foods Veggie (stylized and/or with design)</b>	Canada	03/14/06	1,293,670	29
<b>G Galaxy Nutritional Foods Veggy (stylized and/or with design)</b>	Canada	02/15/06	1,290,013	29
<b>G Galaxy Nutritional Foods Veggy (stylized and/or with design)</b>	United States	01/19/06	78/794,947	29
<b>Galaxy Nutritional Foods</b>	United States	02/02/01	76/204,595	35
<b>Galaxy Nutritional Foods G Smart Choice (and Design)</b>	United States	10/16/03	78/314,678	29

SCHEDULE A (Continued)

**PENDING TRADEMARK APPLICATIONS (Continued):**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APPLICATION DATE</b>	<b>APPLICATION NUMBER</b>	<b>CLASS</b>
<b>Lite &amp; Less</b>	United States	04/21/06	78/866,735	29
<b>Super Stix (stylized and/or with design)</b>	Canada	05/17/06	1,301,976	29
<b>Super Stix (stylized and/or with design)</b>	United States	04/03/06	78/852,687	29
<b>The Healthy Cheese Alternative (stylized and/or with design)</b>	United States	01/19/06	78/794,889	29
<b>Ultra Smoothie</b>	United States	04/01/03	76/506,079	29
<b>Ultra Smoothie and Design</b>	United States	04/01/03	76/502,629	29
<b>Wholesome Valley</b>	United States	05/16/06	78/884,779	31
<b>Wholesome Valley</b>	United States	05/16/06	78/884,769	29
<b>Wholesome Valley (stylized and/or with design)</b>	United States	01/19/06	78/794,991	29
<b>Wholesome Valley and Design</b>	United States	05/23/06	78/890,435	31
<b>Wholesome Valley Organic</b>	United States	05/16/06	78/884,808	29
<b>Wholesome Valley Organic</b>	United States	05/16/06	78/884,813	31

Schedule A to Patent, Copyright and Trademark Collateral Security Agreement