

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
IMP Foods, Inc.		12/29/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	First Bank		
Street Address:	9145 Wilshire Blvd., 2nd Floor		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Banking Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2692436	IMP FOODS	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 268 6538		
Email:	rlal@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	53109-44		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/Jennifer Lee Taylor/		
Date:	01/08/2007		

CH \$40.00 2692436

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 29, 2006, between IMP FOODS, INC., California corporation (the "Company"), and FIRST BANK (the "Lender").

RECITALS

A. The Lender and EIWA INTERNATIONAL, INC., a California corporation ("EIWA") are parties to a Credit Agreement, dated as of December 29, 2006, pursuant to which credit and certain other financial accommodations have been extended to the Company (as amended, extended and replaced from time to time, the "Credit Agreement" and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement).

B. The Company is a subsidiary of EIWA and a Guarantor of EIWA's obligations under the Credit Agreement.

C. In connection with the Credit Agreement the Company agreed, among other things, to execute and deliver in favor of Lender, (i) a Security Agreement dated as of December 29, 2006 (as amended, modified or waived, the "Security Agreement") in favor of Lender, and (ii) certain supplemental documents, including, without limitation, this Agreement.

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

AGREEMENT

1. Grant of Security Interest. As collateral security for the Obligations (as defined in the Security Agreement), Company hereby grants and conveys to Lender a security interest in all of Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, all trademarks, applications for trademarks and all agreements in respect of trademarks owned by third parties, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to use trademarks;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Lender for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Credit Agreement, the Security Agreement and any other document related thereto to which Company is a party, Company hereby:

(a) represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Company which are registered with the United States Patent and Trademark Office; and

(b) agrees promptly to notify Lender in writing of any additional trademarks of which Company becomes the owner, and to deliver to Lender an amended Schedule I reflecting such additional trademarks. Lender is hereby authorized to cause such amended Schedule I to be filed and recorded in amendment of this Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Lender, it is the intention of the parties hereto that Company continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Security Agreement and the other Loan Documents, and Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement, all of which are incorporated herein by this reference. The Company acknowledges that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.


(e) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on and as of the day and year first above written.


COMPANY:

IMP FOODS, INC.

By: 
Name: MASAMITSU FURUTA
Title: PRESIDENT

LENDER:

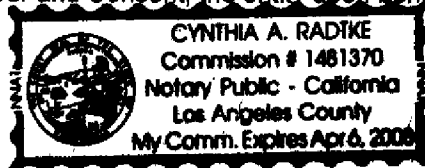
FIRST BANK

By: 
Name: BLAKE SEATON
Title: VICE PRESIDENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On December 21, 2006 before me, Cynthia A. Radtke, a Notary Public, appeared Masamitsu Furuta personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Waiver and Consent and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Waiver and Consent, the entity upon behalf of which the person acted, executed the Waiver and Consent.

WITNESS my hand and official seal.



Cynthia A. Radtke
Notary Public

(Seal)

Cynthia A. Radtke
Name (Typed or Printed)

STATE OF California)
COUNTY OF Los Angeles) ss.

On December 21, 2006 before me, Cynthia A. Radtke, a Notary Public, appeared Blake Seaton personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Waiver and Consent and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Waiver and Consent, the entity upon behalf of which the person acted, executed the Waiver and Consent.

WITNESS my hand and official seal.



Cynthia A. Radtke
Notary Public

(Seal)

Cynthia A. Radtke
Name (Typed or Printed)

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

<u>ISSUED TRADEMARKS</u>		
<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
IMP FOODS	2,692,436	03/04/2003