

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
Hampton Resources, Inc.		12/07/2007	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Northwest Farm Credit Services, PCA		
Street Address:	PO Box 13309		
City:	Salem		
State/Country:	OREGON		
Postal Code:	97309		
Entity Type:	Production Credit Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2881263	H	
CORRESPONDENCE DATA			
Fax Number:	(503)248-9085		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(503) 228-3200		
Email:	trademarks@prestongates.com		
Correspondent Name:	Andrea B. Nicotera		
Address Line 1:	222 SW Columbia Street		
Address Line 2:	Suite 1400		
Address Line 4:	Portland, OREGON 97201-6632		
ATTORNEY DOCKET NUMBER:	1758368.00015		
NAME OF SUBMITTER:	Andrea B. Nicotera		
Signature:	/Andrea B. Nicotera/		
Date:	12/20/2007		

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REEL: 003683 FRAME: 0017

Total Attachments: 3

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of December 7, 2007 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and NorthWest Farm Credit Services, PCA, as Collateral Agent (the "Collateral Agent") for the Secured Creditors referenced therein (the "Secured Creditors"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Secured Creditors, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
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[See attached Schedule 1]

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
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None.

The Obligors and the Collateral Agent, for itself and on behalf of the Secured Creditors, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

HAMPTON RESOURCES, INC.

By: Robert L. Bluhm

Name: Robert L. Bluhm

Title: Vice President - Finance, CFO

Acknowledged, Agreed and Accepted:

NORTHWEST FARM CREDIT SERVICES, PCA,
as Collateral Agent

By: Kristy Seales

Name: Kristy Seales

Title: Vice President

SCHEDULE 1

**Hampton Resources, Inc.
(Oregon Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
H and Design	2881263	9/7/04