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
Snack Alliance, Inc.		06/18/2009	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Nalley's Canada Limited
Street Address:	#1900, 1030 West Georgia Street
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6E 2Y3
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3299728	RICEWORKS
Serial Number:	77144234	RICEWORKS
Serial Number:	77256084	MULTIWORKS

CH $90.00 3299728

CORRESPONDENCE DATA

Fax Number: (206)757-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206-757-8540
Email: michelleleibelt@dwt.com
Correspondent Name: Michelle Leibelt
Address Line 1: 1201 Third Avenue, Suite 2200
Address Line 4: Seattle, WASHINGTON 98101-3045

ATTORNEY DOCKET NUMBER:	43256-38

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Michelle Leibelt
Signature:	/Michelle Leibelt/
Date:	08/20/2009

Total Attachments: 10
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AMENDED AND RESTATED
LIMITED SECURITY AGREEMENT
(Patents and Trademarks)

THIS AMENDED AND RESTATED LIMITED SECURITY AGREEMENT (Patents and Trademarks) (this "Agreement") is made as of June 18, 2009 by SNACK ALLIANCE, INC., an Oregon corporation ("Debtor"), in favor of NALLEY'S CANADA LIMITED, a British Columbia corporation ("Secured Party").

IN CONSIDERATION OF the mutual benefits set forth herein, IT IS HEREBY AGREED as follows:

1. Security Interest. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title, and interest in and to the following described property: (a) the "Grell Assets" as defined in that certain Asset Purchase Agreement entered into as of the date hereof by and among Grell Farms, LLC, Larry Grell and Debtor, including the patents listed on Exhibit A attached hereto; (b) the trademarks RICEWORKS and RICE WORKS worldwide (all as more fully described on Exhibit B attached hereto) and other trademarks worldwide adopted and used by Debtor in connection with products produced using the technology included in the Grell Assets; (c) the trademark MULTIWORKS worldwide (as more fully described on Exhibit C attached hereto); and (d) all proceeds of the foregoing (the "Collateral"). The Debtor has granted a subordinate security interest in the Marks (as defined in the Subordination Agreement described in Section 3 hereof) to Wells Fargo Bank, National Association.

2. Indebtedness Secured. The security interest granted above shall secure a revolving loan in the maximum principal amount of Cdn$3,000,000.00, a term loan in the amount of Cdn$3,000,000.00, an additional term in the Canadian dollar equivalent of US$450,000.00 (on the date hereof) and, if made, another term loan in an amount up to the Canadian dollar equivalent of the difference between Cdn$1,500,000.00 and US$450,000.00 (on the date hereof), and all other indebtedness, obligations and other liabilities of Debtor to Secured Party under that certain Second Amended and Restated Loan Agreement by and between Debtor and Secured Party dated the date hereof, as amended from time to time (the "Loan Agreement") and all other documents that from time to time evidence or secure the loans (collectively, the "Loan") by Secured Party to Debtor under the Loan Agreement (collectively, the "Loan Documents"), whether direct or indirect, absolute or contingent (collectively, the "Indebtedness").

3. Subordination Agreement. Secured Party is a party to a Subordination Agreement between Secured Party and Wells Fargo Bank, National Association dated February 29, 2008, as amended July 16, 2008, and as further amended the date hereof. Secured Party is also a party to an Intercreditor Agreement among Secured Party, HSBC Capital (Canada) Inc., Grell Farms LLC and Wells Fargo Bank, National Association dated the date hereof. The rights of the parties hereto are subject to the provisions of such Subordination Agreement and such Intercreditor Agreement.

4. Representations and Warranties. Debtor hereby represents and warrants to Secured Party as follows:

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a. All Collateral is owned by Debtor, free and clear of any other lien, security interest or encumbrance, except for liens, security interests and encumbrances granted by Debtor in favor of Secured Party pursuant to this Agreement and except for security interests in favor of HSBC Capital (Canada) Inc., Grell Farms, LLC and Wells Fargo Bank, National Association. Except for the security interest granted by Debtor to Secured Party herein and except as otherwise permitted by this Agreement or described in the previous sentence, Debtor will not grant any other security interest in any of the Collateral to any other party.

b. No consent, approval, authorization or other order of any person and no consent or authorization of any governmental authority or regulatory body is required to be made or obtained by Debtor for the grant of the security interest by Debtor in the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by Debtor.

c. All financial statements, balance sheets, and any and all other financial data furnished to Secured Party fairly represent in all material respects the financial condition of Debtor as of the date thereof and for the periods covered thereby, and all other information furnished by Debtor to Secured Party with respect to Debtor is accurate and correct in all material respects.

5. Covenants of Debtor. Debtor covenants and agrees that until the Loan has been paid and performed in full or otherwise terminated by Secured Party in writing:

a. Debtor shall not sell, assign, transfer, pledge, or otherwise encumber any of Debtor's rights in or to the Collateral or grant a lien therein except as otherwise permitted by this Agreement or as represented in Section 4.a hereof.

b. Debtor shall, at Debtor's own expense, promptly execute, acknowledge, and deliver all such instruments and take all such action as Secured Party from time to time may reasonably request in order to ensure to Secured Party the benefits of the security interest in the Collateral intended to be created by this Agreement.

c. Debtor shall maintain, preserve and defend its title to the Collateral and the security interest of Secured Party therein against the claim of any other person.

d. This Agreement has been duly executed and delivered by Debtor and constitutes a legal, valid, and binding obligation of Debtor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors generally or by the application of general equity principles. Debtor covenants, warrants, and represents to Secured Party that all representations and warranties contained in this Agreement shall be true and correct at the time of Debtor's execution of this Agreement.

e. Debtor agrees to perform all of its obligations under this Agreement and under all other agreements or instruments executed and delivered to Secured Party.

f. Debtor agrees that it shall at all times maintain its jurisdiction of organization as the State of Oregon or, so long as Debtor shall have taken all steps reasonably necessary to perfect Secured Party's security interest in the Collateral with respect to such new jurisdiction, in such other jurisdiction as Debtor may specify by notice actually received by

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Secured Party not less than ten (10) business days prior to such change of jurisdiction of organization.

g. Debtor shall at all times keep its books and records concerning the Collateral at its chief executive office, which office shall be at #1900 West Georgia Street, Vancouver, British Columbia, V6E 2YE, or at such other address as Debtor may specify by notice actually received by Debtor not less than ten (10) business days prior to such change of address.

h. Debtor will not adopt or do business under any name other than its name "Snack Alliance, Inc." or any other name specified by notice actually received by Secured Party not less than ten (10) Business Days prior to the conduct of business under such additional name.

i. Debtor will at its own expense maintain any patents and trademarks which are part of the Collateral to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

6. Debtor's Rights to Collateral. Until Secured Party provides written notice to the contrary after the occurrence and during the continuance of an Event of Default (as defined in this Agreement), Debtor shall have the right to use the Collateral.

7. Termination. Immediately following the complete payment, performance or other satisfaction of all the Indebtedness or at such time as this Agreement is terminated or released by Secured Party, Secured Party shall terminate its interest in the Collateral, and, except as otherwise provided herein, all of Debtor's obligations hereunder shall at such time terminate.

8. Further Assurances. Debtor agrees to execute and deliver to Secured Party such financing statements, continuation statements, amendments, termination statements, applications for registration and like documents as Secured Party may request to perfect, or maintain perfection of, Secured Party's security interest in the Collateral. Debtor further authorizes Secured Party to file, from time to time, financing statements, continuation statements, amendments, termination statements, application for registration and like documents, and take any other action reasonably necessary or convenient to perfect, or maintain perfection of, Secured Party's security interest in the Collateral.

9. Inspection of Records. Debtor shall, at all reasonable times, allow Secured Party, acting through any of its officers, agents, attorneys or accountants, to examine, inspect and make copies of all of Debtor's books and records.

10. Release of Collateral. Debtor acknowledges that Secured Party is taking a security interest in the Collateral for Secured Party's sole benefit and that Secured Party shall have the absolute right, in its sole discretion, to release any items of Collateral at any time without affecting or diminishing the liability of Debtor to Secured Party for any remaining or future Indebtedness. Secured Party shall also have the right, in its sole discretion, to release, settle or compromise the liability of any guarantor of Debtor's Indebtedness to Secured Party without affecting or diminishing the liability of Debtor to Secured Party for all remaining or future Indebtedness.

11. Default. Time is of the essence of this Agreement. The breach by Debtor of any representation, covenant or warranty contained in this Agreement, or in any other instrument or agreement delivered to Secured Party or any other default or Event of Default under any of the Loan Documents shall be considered "Events of Default" under the terms of this Agreement.

12. Remedies. Upon the occurrence and during the continuance of any Event of Default, Secured Party shall have, in addition to all applicable rights and remedies at law or in equity, the remedies of a secured party under the Uniform Commercial Code as in effect in the State of Oregon and any other applicable jurisdiction. Without limiting any of the foregoing, Secured Party may sell, upon thirty (30) days' notice, some or all of the Collateral sufficient to pay the Indebtedness, provided that Secured Party complies with the terms of the UCC. After deducting all legal and other costs, expenses and charges, including reasonable attorneys' fees incurred in the collection, sale, delivery or preservation of the Collateral, or any part thereof, the Secured Party shall apply the residue of such sale proceeds to the payment of the Indebtedness and any interest thereon. Should there be any surplus of such proceeds, such surplus shall be paid to other lienholders, if any, then to Debtor. Upon an Event of Default, Secured Party may exercise all the rights and privileges in connection with the Collateral to which a transferee may be entitled as the record owner thereof, but Secured Party shall be under no obligation to exercise any of such rights or privileges. Following an Event of Default, Secured Party shall have the right to manage, direct and control the Collateral and to receive distributions of any property in respect of the Collateral and all proceeds from all dispositions or realizations of any kind from any property in respect of the Collateral. Notice of any disposition of the Collateral by Secured Party shall be deemed reasonable if at least thirty (30) days in advance of the intended disposition it is deposited in the United States mail, first class postage prepaid, addressed to Debtor at Debtor's last known address, or at any other address designated in writing by Debtor previously received by Secured Party. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right to declare immediately due and payable any and all Indebtedness owed by Debtor to Secured Party and to terminate any commitments to make the Loan or to otherwise extend credit to Debtor. After the occurrence and during the continuance of any Event of Default, Secured Party, in its sole discretion, may, upon notice to Debtor and upon filing suit to enforce or preserve its rights under this Agreement or at any time while such a suit is pending, apply for and secure the appointment of a receiver to take possession of the Collateral and the income and proceeds therefrom. Debtor hereby expressly waives any requirement that Secured Party or the receiver post a bond upon the appointment of such receiver. All the rights, privileges, power and remedies of Secured Party shall be cumulative.

13. Waivers. Debtor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of credit extended, or other action taken in reliance hereon and all of the

demands and notices of any description, except for any notice required pursuant to the terms of this Agreement or any other Loan Document. This Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by Secured Party. No waiver or indulgence by Secured Party as to any required performance or other obligation of Debtor shall be construed as a waiver of any right on any future occasion. Secured Party shall have no obligation to marshal Collateral or to proceed in reverse order of alienation. Debtor waives any failure of Secured Party to take, perfect or keep perfected any security interest.

14. Notices. Any demand, notice or other communication required to be given to either party shall be effective if served personally or deposited in the mails addressed to such party at its last known address. When notice is required, including notice of sale under the Uniform Commercial Code, reasonable notice shall be deemed to be ten (10) days.

15. Attorneys' Fees; Costs. Debtor agrees to pay to Secured Party any and all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting or enforcing its rights under the terms of this Agreement, including challenges or claims by Debtor or any third parties, whether or not a lawsuit is commenced. Attorneys' fees shall include services rendered before, trial, at trial, in arbitration and at appellate levels or in any proceeding, as well as services rendered subsequent to judgment and obtaining execution thereon. Debtor will on demand pay to Secured Party the amount of any such costs and expenses incurred by Secured Party for such purpose, together with Interest on the amounts so disbursed from five (5) days after written demand therefor is made by Secured Party to Debtor until payment in full thereof.

16. Construction. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Oregon.

17. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

18. Entire Agreement. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter hereof.

19. Assignability. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors and assigns, except that (a) Debtor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Secured Party, and (b) any exercise of rights under Section 12 by an assignee of Secured Party shall not be effective until written consent to any assignment or other transfer pursuant to such rights shall have been obtained from Grell Farms, LLC.

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20. No Waiver; Amendments. No failure on the part of Debtor to exercise, no delay in exercising and no course of dealing with respect to, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. This Agreement may not be amended or modified except by written agreement between Debtor and Secured Party, and no consent or waiver hereunder shall be valid unless in writing and signed by Secured Party.

21. Counterparts. This Agreement may be executed in one or more counterparts, and all of such counterparts shall constitute one and the same agreement, notwithstanding that all parties are not signators to the same original counterpart.

DATED this 18 day of June 2009.

DEBTOR: **SNACK ALLIANCE, INC.**

By: _____
Robert D. Armstrong, Vice President, Finance

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EXHIBIT A

U.S. Patents and Patent Applications

Country	Title	Application Number / Filing Date	Patent Number / Issue Date	Status
United States	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	10/113,972 / 29-Mar-2002	7,189,424 / 13-Mar-2007	Granted
United States	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	11/137,757 / 24-May-2005	7,416,755 / 26-Aug-2008	Granted
United States	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	11/654,722 / 18-Jan-2007	- / -	Pending

Foreign Patents and Patent Applications

Country	Title	Application Number / Filing Date	Patent Number / Issue Date	Status
PCT	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	PCT/US2003/009334 / 25-Mar-2003	-- / --	Converted
European Patent Convention	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	03719480.0 / 25-Mar-2003	-- / --	Pending
Hong Kong	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	05109622.2 / 25-Mar-2003	-- / --	Pending
Canada	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	2479899 / 25-Mar-2003	-- / --	Pending
Japan	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	2003-581606 / 25-Mar-2003	-- / --	Pending
Korea	RICE-BASED SNACK	10-2004-7015531	--	Pending

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Country	Title	Application Number / Filing Date	Patent Number / Issue Date	Status
	CHIP AND METHOD OF MAKING SAME	25-Mar-2003	--	
Mexico	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	PA/a/2004/009415	261048	Granted
		25-Mar-2003	03-Oct-2008	
Mexico	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	MX/A/2008/008813	--	Pending
		07-Jul-2008	--	
China	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	03812314.2	--	Pending
		25-Mar-2003	--	
China	RICE-BASED SNACK CHIP AND METHOD OF MAKING SAME	200710106418.0	--	Pending
		08-Jun-2007	--	

Exhibit B

TRADEMARK	COUNTRY	APP. NO. OR REG. NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	STATUS
RICEWORKS	Canada	1343284	April 13, 2007	Pending
RICEWORKS	United States	3,299,728	September 25, 2007	Registered
RICEWORKS	United States	77/144234	March 29, 2007	Pending

Exhibit C

TRADEMARK	COUNTRY	APP. NO. OR REG. NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	STATUS
MULTIWORKS	United States	77/256084	August 15, 2007	Pending
MULTIWORKS	Canada	1,373,359		