

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunfoods, LLC		11/23/2009	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	55 South Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: CALIFORNIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	604039	SILVER PEARL
Registration Number:	1011094	KOKUSAI
Registration Number:	1438253	PACIFIC GATEWAY
Registration Number:	1587000	HINODE
Registration Number:	1615928	HINODE WHITE & WILD
Registration Number:	1658391	HARVEST BLEND
Registration Number:	1756197	PACIFIC BLOSSOM
Registration Number:	1824531	HINODE CALIFORNIA BROWN
Registration Number:	1839560	
Registration Number:	1863842	HINODE CALIFORNIA WHITE
Registration Number:	1877817	HITO-AJI
Registration Number:	2582082	
Registration Number:	2813187	ROYAL FAN
Registration Number:	2815503	HAPA BLEND

CH \$565.00 604039

900148653

**TRADEMARK
 REEL: 004104 FRAME: 0223**

Registration Number:	2860457	HITO-AJI GOLD
Registration Number:	3517129	EAT HEALTHY EAT HINODE
Serial Number:	77762858	HINODE
Serial Number:	77762867	HINODE
Serial Number:	77767540	HINODE EST 1934
Serial Number:	77767544	HINODE EST 1934
Serial Number:	77776347	CORN THINS
Serial Number:	77776356	RICE THINS

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-315-8200
Email: john.flynn@federalresearch.com
Correspondent Name: McGuireWoods LLP
Address Line 1: 1800 Century Park East, 8th Floor
Address Line 2: Attn: Kirt Peterson, Esq.
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	11/27/2009

Total Attachments: 12
source=447649#page1.tif
source=447649#page2.tif
source=447649#page3.tif
source=447649#page4.tif
source=447649#page5.tif
source=447649#page6.tif
source=447649#page7.tif
source=447649#page8.tif
source=447649#page9.tif
source=447649#page10.tif
source=447649#page11.tif
source=447649#page12.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is dated as of November 23, 2009, between SUNFOODS, LLC, a California limited liability company (“**Grantor**”), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders (“**Agent**”) in connection with the Loan Agreement described below.

RECITALS:

WHEREAS, Grantor is indebted to Agent and Secured Parties pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, the parties wish to provide for the terms and conditions upon which the Obligations shall be secured by the Trademark Collateral (as defined below); and

WHEREAS, this Agreement is made to secure the Secured Obligations (as defined below) and in consideration of advances, credit or other financial accommodations now or hereafter being afforded to Grantor by Agent and Secured Parties;

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. **Definitions.** Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement. As used herein, the following terms have the meanings set forth below:

Marks: any trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country.

Secured Obligations: any and all of Grantor’s indebtedness and/or liabilities to Agent and Secured Parties of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising including all “Obligations” (as defined in the Loan Agreement).

Trademark License: means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

Trademarks: means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all Marks; (b) any reissues, extensions or renewals of any Marks,

(c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

1.2. Certain Matters of Construction. The terms “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The terms “including” and “include” shall mean “including, without limitation” and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation hereof. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted hereby); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; or (f) unless otherwise specified herein, discretion of Agent means the sole and absolute discretion of Agent. Grantor shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Agent or any other Secured Party hereunder. No provision hereof shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision.

SECTION 2. TRADEMARK COLLATERAL

2.1. Grant of Security Interest in Trademark Collateral. To secure the Secured Obligations, Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2.2. Intent-to-Use Applications. Notwithstanding anything to the contrary set forth in Section 2.1 above, or in the Loan Agreement or any other Loan Document, the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

2.3. Loan and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Loan Agreement and any security agreement delivered in connection therewith. Grantor

hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2.4. Authorization to Supplement. If Grantor has or obtains rights to any Trademarks or Trademark Licenses not listed on Schedule I, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such additional Trademarks or Trademark Licenses. Without limiting Grantor's obligations under this Section 2.4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such additional Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

SECTION 3. COVENANTS

3.1. Prosecution of Applications; Maintenance and Renewal of Trademarks. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall, until Full Payment of all the Obligations (a) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office any Trademark or Trademark License set forth in Schedule I or otherwise, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral. Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall not, without Agent's prior written consent (to be given or withheld in Agent's discretion), abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in Schedule I or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in Schedule I. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Trademarks. Grantor shall (a) protect, defend and maintain the validity and enforceability of all current and future Trademarks, (b) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected and (c) not allow any Trademarks to be abandoned, forfeited or dedicated to the public. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) during the

continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of Grantor or Agent in, the Trademark Collateral must be approved, in writing, by Agent, whether or not an Event of Default has occurred and is continuing.

3.3. Expenses. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. If Grantor fails to comply with any of the provisions of Section 3.1 or 3.2, Agent shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by Applicable Law, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the rate applicable to Base Rate Revolver Loans.

SECTION 4. MISCELLANEOUS

4.1. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be a Loan Document. This Agreement, together with the Loan Agreement and the other Loan Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This Agreement shall be governed by the laws of the State of California. To the extent not prohibited by Applicable Law, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend, interpret, or otherwise concerning this Agreement. Without limiting the applicability of any other provision of the Loan Agreement, the terms of Sections 14.13 and 14.14 of the Loan Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

SUNFOODS, LLC,
a California limited liability company

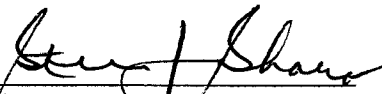
By: 

Name: Thomas Atkinson II

Title: CEO/President

AGENT:

BANK OF AMERICA, N.A. as Agent

By: 
Name: Steven W. Sharp
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(see attached)

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration No.</u>
1. SILVER PEARL	US	03/29/1955	604,039
2. KOKUSAI	US	05/20/1975	1,011,094
3. PACIFIC GATEWAY	US	04/28/1987	1,438,253
4. HINODE	US	03/13/1990	1,587,000
5. HINODE WHITE & WILD	US	10/02/1990	1,615,928
6. HARVEST BLEND	US	09/24/1991	1,658,391
7. PACIFIC BLOSSOM	US	03/02/1993	1,756,197
8. HINODE CALIFORNIA BROWN	US	03/01/1994	1,824,531
9. FIELD Design	US	06/14/1994	1,839,560
10. HINODE CALIFORNIA WHITE	US	11/22/1994	1,863,842
11. HITO-AJI	US	02/07/1995	1,877,817
12. HINODE MAN Design	US	06/18/2002	2,582,082
13. ROYAL FAN	US	02/10/2004	2,813,187
14. HAPA BLEND	US	02/17/2004	2,815,503
15. HITO-AJI GOLD	US	07/06/2004	2,860,457
16. EAT HEALTHY EAT HINODE	US	10/14/2008	3,517,129
17. PACIFIC GATEWAY	CA	04/29/1988	339,610
18. HITO-AJI	CA	03/07/1997	472,219
19. IL MEE	CA	03/07/1997	472,220
20. ROYAL FAN	CA	03/11/1997	472,290
21. PACIFIC BLOSSOM	CA	03/11/1997	472,292
22. HITO-AJI GOLD	CA	03/08/1999	508,929
23. ROYAL FAN	HK	06/20/1995	B05325/1998
24. PACIFIC GATEWAY	HK	09/05/1995	11358/1996
25. HITO-AJI GOLD	HK	04/24/1997	B09874/1998

MMB:10829-005:1052900.2

26.	PACIFIC BLOSSOM	HK	11/05/1997	10905/1997
27.	HITO-AJI	HK	01/20/1998	B00567/1998
28.	PACIFIC GATEWAY	JP	10/24/1997	3354414
29.	PACIFIC BLOSSOM	JP	10/24/1997	3354416
30.	ROYAL FAN	JP	10/24/1997	3354417
31.	HITO-AJI	JP	05/15/1998	4145741
32.	HITO-AJI GOLD	JP	07/16/1999	4296632
33.	PACIFIC GATEWAY	KR	09/09/1996	346,523
34.	PACIFIC BLOSSOM	KR	09/09/1996	346,526
35.	ROYAL FAN	KR	09/09/1996	346,527
36.	HITO-AJI	KR	09/09/1996	346,528
37.	HITO-AJI GOLD	KR	05/27/1998	402,810
38.	HINODE	KR	01/05/1997	40-0692620
39.	PACIFIC GATEWAY	SG	03/28/1995	T95/02811E
40.	PACIFIC BLOSSOM	SG	03/28/1995	T95/02815H
41.	ROYAL FAN	SG	03/28/1995	T95/02816F
42.	HITO-AJI	SG	03/28/1995	T95/02818B
43.	HITO-AJI GOLD	SG	12/04/2000	T00/060671
44.	HINODE	AU	10/23/2008	1269106
45.	HINODE	NZ	04/16/2009	805138
46.	HINODE	HK	06/01/2009	301353979

MMB:10829-005:1052900.2

INTENT-TO-USE TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application No.</u>
1. HINODE	US	06/18/2009	77762,858
2. HINODE	US	06/18/2009	77762,867
3. HINODE EST 1934	US	06/24/2009	77767,540
4. HINODE EST 1934	US	06/24/2009	77767,544
5. CORN THINS	US	07/08/2009	77776,347
6. RICE THINS	US	07/08/2009	77776,356
7. HINODE	IN	12/30/2008	1768969
8. HINODE	TW	12/24/2008	097058442
9. HINODE	TH	12/17/2008	717335
10. HINODE	TH	12/17/2008	717334
11. HINODE	PH	07/14/2009	4-2009-006930
12. HINODE	ID	07/02/2009	D00 2009 02 1982

MMB:10829-005:1052900.2