

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bella Four Bakery, Inc.		02/28/2014	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Great Southern Bank		
<b>Street Address:</b>	1451 East Battlefield Street		
<b>City:</b>	Springfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	65804		
<b>Entity Type:</b>	Missouri Chartered Trust Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3917217	NATURE'S BAKERY	
<b>Registration Number:</b>	4119643	ENERGY FOR LIFE'S GREAT JOURNEYS	
<b>Registration Number:</b>	3917078	NATURE'S BAKERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3144464374		
<b>Email:</b>	bhaltenhof@sandbergphoenix.com		
<b>Correspondent Name:</b>	Benjamin Haltenhof		
<b>Address Line 1:</b>	600 Washington Ave		
<b>Address Line 2:</b>	15th Floor		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Benjamin A. Haltenhof		
<b>SIGNATURE:</b>	/Benjamin A. Haltenhof/		
<b>DATE SIGNED:</b>	04/01/2014		
<b>Total Attachments: 13</b>			
source=Bella Four Security Agreement#page1.tif			
source=Bella Four Security Agreement#page2.tif			
source=Bella Four Security Agreement#page3.tif			
source=Bella Four Security Agreement#page4.tif			
<b>TRADEMARK</b>			

OP \$90.00 3917217

source=Bella Four Security Agreement#page5.tif  
source=Bella Four Security Agreement#page6.tif  
source=Bella Four Security Agreement#page7.tif  
source=Bella Four Security Agreement#page8.tif  
source=Bella Four Security Agreement#page9.tif  
source=Bella Four Security Agreement#page10.tif  
source=Bella Four Security Agreement#page11.tif  
source=Bella Four Security Agreement#page12.tif  
source=Bella Four Security Agreement#page13.tif

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("**Security Agreement**") is entered into as of the 28th day of February, 2014, by **BELLA FOUR BAKERY, INC.**, a Nevada corporation ("**Debtor**") for the benefit of **GREAT SOUTHERN BANK**, a Missouri chartered trust company ("**Secured Party**").

### RECITALS:

A. Debtor and Secured Party have entered into a Loan Agreement (the "**Agreement**") of even date hereof, pursuant to which Debtor has agreed to repay certain sums of money, on the terms stated therein.

B. Capitalized terms not defined in this Security Agreement shall have the meaning assigned to such terms in the Agreement.

NOW, THEREFORE, Debtor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey, mortgage and grant a continuing security interest to Secured Party in all of Debtor's right, title and interest (including all interests presently owned, as well as all interests hereafter acquired) in and to the Collateral (as hereinafter described) (which includes all Collateral now existing as well as all Collateral that is created in the future), and any and all additions, accessories and substitutions thereto or therefor.

1. **Description of Collateral.** The property covered by this Security Agreement (hereinafter collectively referred to as the "**Collateral**") is described on **Exhibit A** attached hereto and made a part hereof.

2. **Description of Secured Obligations.** This Security Agreement is given as security for the performance by Debtor of its duties and obligations under the terms, conditions and covenants of the Agreement and under the terms, conditions and covenants of this Security Agreement and the other Loan Documents (as defined under the Agreement). Any monetary amounts due to Secured Party under the Agreement, this Security Agreement and/or the other Loan Documents are hereinafter collectively referred to as the "**Obligations**".

3. **Duration of Security Agreement.** This Security Agreement shall continue in full force and effect and the security interest granted hereby and the duties, covenants, and liabilities of Debtor hereunder and all the terms, conditions, and provisions hereof relating thereto shall continue to be fully operative until the Debtor shall pay or cause to be paid or otherwise discharged in full all of the Obligations to Secured Party. Upon the discharge in full of all of the Obligations, the security interest granted under this Security Agreement shall be released. Upon such release, Secured Party shall, at the request and sole expense of Debtor, promptly deliver to Debtor and will return to Debtor all investment property, chattel paper, instruments representing or evidencing Collateral, and any other Collateral being physically held by Secured Party hereunder, and shall further deliver such termination statements and take such further actions as Debtor may reasonably request to terminate of record, or otherwise to give appropriate notice of the termination of, any lien or security interest conferred hereunder.

4. **Rights of Debtor.** So long as there exists no Event of Default (as hereinafter defined) that is continuing, the Debtor shall have all rights and incidents of ownership otherwise associated with ownership of the Collateral (except to the extent otherwise expressly provided herein).

5. **Defaults and Remedies.** The occurrence of any of the following events shall constitute an "Event of Default":

5.1. If the Debtor defaults in paying when due any Obligations, subject to applicable grace and cure periods.

5.2. Default by Debtor in the due performance or observance of any of the covenants or agreements herein contained, and such default shall continue for more than thirty (30) days after the giving of written notice thereof by Secured Party or, if such failure is incapable of being cured within said thirty (30) day period, Debtor fails to commence to cure said failure within said thirty (30) day period or fails to diligently prosecute said cure.

5.3. The occurrence of any other Event of Default (as defined in the Agreement or in any other Loan Document).

5.4. Any representation or warranty made by Debtor in this Security Agreement shall prove to be untrue in any material respect, unless such representation or warranty can be rendered true by Debtor within thirty (30) days of Debtor's becoming aware of said failure and Debtor takes immediate action and diligently works to cure such matter within said thirty (30) day period.

5.5. Any other person holding a lien on all or part of the Collateral commences any proceedings (including sending out notice of a private foreclosure sale or notice that it is taking other action to enforce its lien rights) to enforce its lien rights against all or part of the Collateral, and such proceedings are not dismissed within sixty (60) days after the institution thereof.

Upon the occurrence and during the continuation of any Event of Default, Secured Party may, by written notice to Debtor effective upon mailing or delivery, declare the principal of and the interest on the Obligations of Debtor to Secured Party to be forthwith due and payable, whereupon all such indebtedness, liabilities and other obligations shall become forthwith due and payable, notwithstanding any other terms thereof or hereof; and further, in each such event, whether or not such indebtedness, liabilities or other obligations are declared to be forthwith due and payable, Secured Party shall have the right to take immediate possession of the Collateral covered hereby, and, for that purpose may pursue the same wherever said Collateral may be found, any may enter upon any of the premises of Debtor, wherever said Collateral may be or may be supposed to be, and search for the same, and, if found, take possession of and remove and sell and dispose of said Collateral, or any part thereof. Debtor shall, upon Secured Party's request, assemble the Collateral and make the Collateral available to Secured Party at any place designated by Secured Party which is reasonably convenient to Debtor. Also following and during continuation of an Event of Default under this Agreement, Secured Party may exercise any rights and remedies set forth in this Agreement, as well as any other rights and remedies that may be available to it in law or in equity.

6. **Representations and Warranties.** Debtor hereby represents and warrants to Secured Party that:

6.1. Debtor is a Missouri limited liability company duly organized and validly existing under the laws of the State of Missouri, Debtor's correct legal name is as set forth in the first paragraph of this Security Agreement, and Debtor has full power and authority to execute the Agreement and to grant to Secured Party the security interest in the Collateral hereby stated to be granted.

6.2. The representative of Debtor executing this Security Agreement has been duly authorized and empowered so to execute and deliver this Security Agreement on behalf of Debtor.

6.3. Debtor is the sole and absolute owner of the above described property free and clear of liens and encumbrances of every kind and nature, other than the Permitted Liens.

6.4. All of the tangible Collateral of Debtor is located either at 8860 Pershall Road, Hazelwood, Missouri 63042-2804 ("**Business Location**") or at the address listed in Section 13 below, and all of the Collateral is in the exclusive possession and control of Debtor.

6.5. To Debtor's actual knowledge, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of the Security Agreement by Debtor or (b) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder, other than those already obtained, the filing of the Financing Statements in the appropriate public records with respect thereto, and those the failure of which to obtain could not reasonably be expected to constitute a material adverse effect.

7. **Covenants and Agreements.** Debtor hereby covenants and agrees with Secured Party as follows:

7.1. **Collateral - General.** So long as Debtor shall owe any amounts under any of the Obligations to Secured Party, Debtor will:

7.1.1. Maintain the Collateral in good working order, condition and repair; and

7.1.2. Keep the tangible Collateral in its possession and control, and at either the Business Location or at the address listed in Section 13 below; and

7.1.3. Provide to Secured Party from time to time, upon the request of the Secured Party, a listing of the Collateral specifying the physical location and the then current condition of each item thereof, and such other information as Secured Party may request. In addition, Secured Party shall have access to Debtor's premises at any time during normal business hours and upon reasonable advance notice to inspect the Collateral; and

7.1.4. From time to time execute and deliver such other instruments or papers and perform such other or further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Security Agreement, and to continue the perfection of the security interest granted hereby; and

7.1.5. Execute all instruments and take all steps required by secured party to comply with the Federal Assignment of Claims Act, if any of the Collateral is or becomes subject to said Act; and

7.1.6. Maintain the Collateral free from any adverse liens, security interests or encumbrances other than Permitted Liens, and Debtor will defend the Collateral against all such claims and demands of all persons at any time claiming the same or any interest therein.

7.2. **Books and Records.** For Secured Party's further security, Debtor hereby grants to Secured Party a special property interest in all Debtor's books and records pertaining to the Collateral, and Debtor shall permit Secured Party to review or to its representatives at any time on Secured Party's demand, and shall deliver and turn over any such books and records to Secured Party upon and during continuation of an Event of Default.

7.3. **Insurance.** Debtor shall procure and continuously maintain and pay for (a) all risk insurance against loss of or damage to the Collateral from any cause whatsoever in an amount not less than the full replacement value thereof, naming Secured Party as Loss Payee, and (b) combined public liability and property damage insurance, all in accordance with the terms of the Agreement.

7.4. **Taxes.** All taxes that may be assessed upon or paid by Secured Party with respect to any of the Collateral shall be charged to and paid by Debtor, who agrees to indemnify Secured Party against loss by reason of any such taxes. Debtor will make due and timely payment or deposit of all Federal, State and local taxes, assessments or contributions required of Debtor by law, and will execute and deliver to Secured Party, on demand, appropriate certificates attesting to the payment or deposit thereof; provided, however, Debtor may contest any tax, assessment, or contribution without causing a default hereunder, provided such contest is undertaken in good faith, and Debtor maintains adequate reserves in accordance with generally accepted accounting principles.

7.5. **Safekeeping of Collateral.** Secured Party shall not be liable or responsible in any way for the safekeeping of any of the Collateral, or for any loss or damage thereto or for any diminution in the value thereof, or for any act or default of warehousemen or of any carrier, forwarding agency, or other person whomsoever, or for the collection of any proceeds of the Collateral, but the same shall be at Debtor's sole risk at all times.

7.6. **Advances with Respect to Collateral.** Upon and during continuation of an Event of Default, Secured Party shall have the right (but shall not be obliged) to pay and to charge as an advance to Debtor any finishing, processing or warehousing charges, landlord's bills, or other claims against or liens upon the Collateral.

7.7. **Perfection of Security Interest.** Debtor will pay all costs of filing any financing, continuation or termination statements with respect to the security interest created by this Security Agreement; Secured Party is hereby appointed Debtor's attorney-in-fact to do, at Secured Party's option and at Debtor's expense, all acts and things which Secured Party may deem necessary to perfect and continue perfected the security interest created by this Security Agreement and protect the Collateral.

7.8. **Place of Business Change.** Debtor shall give Secured Party Fifteen (15) days advance written notice of any change of its principal place of business and chief executive office and of the cessation of maintenance of any place of business of Debtor.

7.9. **Collateral Location Change.** Debtor shall immediately notify Secured Party in writing of any change of the location of the tangible Collateral to any location other than the Business Location or that listed in Section 13 below.

7.10. **Location of Books and Records.** The only office at which Debtor shall keep records concerning the Collateral is located at the Business Location or that listed in Section 13 below, and Debtor shall give Secured Party fifteen (15) days advance written notice of any change of such address.

7.11. **Name Change.** Before changing its name, Debtor shall notify Secured Party in writing in advance of its new name and the effective date of its name change.

7.12. **Change of Jurisdiction of Organization.** Before making such change, Debtor shall notify Secured Party in writing in advance if it changes its jurisdiction of organization and the effective date of such change.

7.13. **Sale or Other Disposition of Collateral.** The Agreement governs Debtor's rights to transfer any Collateral. If Collateral is replaced, the lien of this Security Agreement shall attach to such replacement Collateral. If proceeds arising from any of the Collateral are not used to purchase replacement Collateral, then such proceeds shall be paid to Secured Party to reduce the Obligations, unless Debtor is required to apply such proceeds to pay down the loan secured by the Priority Lien(s). At any time an Event of Default exists and is continuing under this Security Agreement: (i) Debtor shall not dispose of any Collateral without the prior written consent of Secured Party in each instance, and (ii) all proceeds of Collateral shall be used to pay down the Obligations, unless Secured Party in his sole discretion consents in writing to another use of such proceeds, or unless Debtor is required to apply such proceeds to pay down the loan secured by the Priority Lien(s). Debtor shall if requested by Secured Party, provide Secured Party with an accounting of what Collateral it has disposed of, what consideration it received for such Collateral, the disposition of such consideration, and a description of any replacement Collateral purchased with the proceeds of Collateral.

7.14. **Notice of Adverse Occurrences.** Debtor shall provide Secured Party with prompt written notice of the occurrence of any events affecting the Debtor or the Collateral which may adversely affect Secured Party's interests, including but not limited to material damage to or theft of Collateral, bankruptcy filings, and liens being filed against the Collateral.

8. **Further Acts.** Debtor agrees that from time to time, at the expense of Debtor, Debtor will promptly execute and deliver all further instruments and documents, including but not limited to financing and continuation statements, and take all further action, which may be reasonably necessary or desirable and which the Secured Party may request, in order to perfect and protect the assignments and security interests granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral. In addition, the Debtor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Debtor (when permitted by law).

9. **Foreclosure.** Following and during continuation of an Event of Default, foreclosure on the Collateral covered hereby may be had at public or private sale or sales, disposing of such portion or portions of the Collateral at each such sale, for cash or on credit, on such terms, at such place or places, and with or without the Collateral being present at such sale, as Secured Party in its absolute discretion shall determine from time to time. In the case of public sale, notice thereof shall be deemed and held to

be adequate and reasonable if such notice shall appear three (3) times in a newspaper published in the City or County wherein the sale is to be held, the first such publication being at least ten (10) days before such sale and the last such publication being not more than three (3) days before such sale. In the case of a private sale, notice thereof shall be deemed and held to be adequate and reasonable if such notice shall be mailed to Debtor at its last known address at least ten (10) days before such sale. The enumeration of these methods of notice shall not be deemed or construed to render unreasonable any other method of notice which would otherwise be reasonable under the circumstances.

**10. Application of Proceeds and Deficiency.** Secured Party may apply the net proceeds of any sale or other disposition of the Collateral, after deducting all costs and expenses of every kind incurred therein or incidental to the retaking, holding, preparing for sale, selling, leasing or the like of the Collateral on Debtor's premises, or elsewhere, or in any way related to Secured Party's rights thereunder (including, but not by way of limitation, reasonable attorney's fees, court costs, bond and other legal expenses, insurance, security guard alarm expenses incurred in connection with the holding of the Collateral, advertisements of sale of the Collateral, rental and utilities expense on the premises or elsewhere in connection with storage and sale of the Collateral) to the payment, in whole or in part, of the Obligations to the Secured Party, whether due or not due, absolute or contingent, and only after payment by Secured Party of any other amounts required by an existing or future provision of law (including Section 9-504(1)(c) of the Uniform Commercial Code or any comparable statutory provision of any jurisdiction in which any of the Collateral may at the time be located) need Secured Party account to Debtor for the surplus, if any. In the event the proceeds of any such sale are insufficient to discharge fully the Obligations, including, without limitation, the reasonable expenses of such sale, Debtor shall remain liable to Secured Party for the payment of any deficiency, with interest.

**11. Amendment and Waiver.** Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder and no waiver whatever shall be valid unless in writing signed by Secured Party, and then only to the extent therein set forth. A waiver by Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have had on any future occasion. No executory agreement unless in writing and signed by Secured Party, and no course of dealing between Secured Party and Debtor shall be effective to change or modify or to discharge in whole or in part this Security Agreement.

**12. Power of Attorney.** Upon and during the continuation of an Event of Default, Debtor hereby makes, constitutes and appoints Secured Party the true and lawful agent and attorney-in-fact of Debtor with full power of substitution: (a) to sign the name of Debtor to financing statements or other documents as necessary to perfect or protect Secured Party's lien on the Collateral, (b) to do any and all things necessary or take such action in the name and on behalf of Debtor to carry out the intent of this Security Agreement (including, without limitation, the grant of the security interest granted under this Security Agreement) and (c) to perfect and protect the security interest granted to Secured Party in respect to the Collateral and Secured Party's rights created under this Security Agreement. Debtor agrees that neither Secured Party nor any of its agents, designees or attorneys-in-fact will be liable for any acts of commission or omission, or for any error of judgment or mistake of fact or law in respect to the exercise of the power of attorney granted under this Section. The power of attorney granted under this Section is coupled with an interest and shall be irrevocable during the term of this Security Agreement.

**13. Notices.** All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, postage prepaid, sent



by certified mail, return receipt requested, addressed as follows, or to such other address as may hereafter be designated in writing by the respective parties thereto:

If to Secured Party: Great Southern Bank  
1451 East Battlefield Street  
Springfield, Missouri 65804  
Attn: Steve Mitchem  
Facsimile: (417) 888-5850

with a copy to: Sandberg Phoenix & von Gontard, P.C.  
120 S. Central Ave., Suite 1420  
St. Louis, Missouri 63105  
Attn: David F. Neiers, Esq.  
Facsimile: (314) 425-4950

If to Debtor: Bella Four Bakery, Inc.  
9460 Double R. Blvd., Ste. 200  
Reno, Nevada 89521  
Attn: David B. Marson  
Facsimile: 775-882-2961

with a copy to: Holland & Hart LLP  
5441 Kietzke Lane, Second Floor  
Reno, Nevada 89511  
Attn: James Newman  
Facsimile: 775-313-9717

**14. Remedies Cumulative.** All rights, remedies and powers granted to Secured Party herein or in any other Security Agreement given by Debtor to Secured Party shall be cumulative and may be exercised singly or concurrently.

**15. Invalidity of Payment.** Debtor expressly agrees that to the extent a payment or payments to Secured Party, or any part thereof, are subsequently invalidated, declared to be void or voidable, set aside and are required to be repaid to a trustee, custodian, receiver, or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made.

**16. Applicable Law and Severability.** It is the intention of the parties hereto that this Security Agreement is entered into pursuant to the provisions of the Uniform Commercial Code as it is in force in the State of Missouri (the "Code"). Any applicable provisions of the Code, not specifically included herein, shall be deemed a part of this Security Agreement in the same manner as if set forth herein at length; and any provisions of this Security Agreement that might in any manner be in conflict

with any provision of the Code shall be deemed to be modified so as not to be inconsistent with the Code and to that extent the provisions hereof shall be severable and the invalidity of one shall not invalidate another. In all respects this Security Agreement and all transactions, assignments and transfers hereunder, and all the rights of the parties shall be governed as to the validity, construction, enforcement and in all other respects by the laws of the State of Missouri. To the extent any provision of this Security Agreement is not enforceable under applicable law, such provision shall be deemed null and void and shall have no effect on the remaining portions of this Security Agreement.

17. **Irrevocable Agreement.** Debtor agrees that this Assignment is irrevocable, and Debtor will not, while this agreement is in effect, take any action which is inconsistent with same, or make any other assignment, designation or direction inconsistent herewith, and any such assignment, designation or direction inconsistent herewith shall be void and of no force or effect.

18. **Successors and Assigns.** This Security Agreement shall be binding upon and inure to the benefit of the Debtor and Secured Party and their respective successors and assigns.

19. **Other Obligations.** Nothing contained in this Security Agreement shall be deemed or held to impair or limit in any way the enforcement of the terms of any instrument evidencing any indebtedness, liability or other obligation of Debtor to Secured Party.

*[remainder of page intentionally left blank-signature page follows]*

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed in its name and behalf by its duly authorized representative as of the day and year first above written.

BELLA FOUR BAKERY, INC., a Nevada corporation

By: David B. Marson  
David B. Marson, President

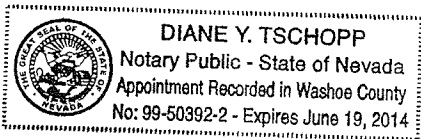
GREAT SOUTHERN BANK, a Missouri chartered trust company

By: \_\_\_\_\_  
Brian M. Davies, Vice President

STATE OF Nevada )  
~~MISSOURI~~ ) SS.  
COUNTY OF Washoe )

On this 27<sup>th</sup> day of February in the year 2014 before me, Diane Y Tschopp, a Notary Public in and for said state, personally appeared David B. Marson, President of Bella Four Bakery, Inc., a Nevada corporation known to me to be the person who executed the within Security Agreement in behalf of said Nevada corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)  DIANE Y. TSCHOPP  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 99-50392-2 - Expires June 19, 2014

Diane Y. Tschopp  
Notary Public

My term expires: 6/19/2014

[SIGNATURE PAGE TO SECURITY AGREEMENT IN FAVOR OF GREAT SOUTHERN BANK]

STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF ST. LOUIS        )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared **BRIAN M. DAVIES**, Vice-President of Great Southern Bank, a Missouri chartered trust company, known to me to be the person who executed the within Security Agreement in behalf of said chartered trust company and acknowledged to me that he executed the same for the purposes therein stated.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_

**EXHIBIT A**

**Debtor:**

**Bella Four Bakery, Inc.  
9460 Double R Blvd., Ste. 200  
Reno, Nevada 89521  
Attn: David B. Marson**

**Secured Party:**

**Great Southern Bank  
1451 East Battlefield Street  
Springfield, Missouri 65804  
Attn: Steve Mitchem**

The "Collateral" consists of:

(a) accounts, accounts receivable, payment intangibles, lease payments, rental payments, lease rights, contract rights and other rights to the payment of money, and all goods whose sale, lease, rental or other disposition by Debtor has given rise to accounts and have been returned to or repossessed or stopped in transit by Debtor;

(b) all inventory of Debtor, wherever located, including, without limitation, (i) all inventory under lease, in transit, held by others for Debtor's account, covered by warehouse receipts, purchase orders and/or contracts, or in the possession of any lessees, renters, carriers, forwarding agents, truckers, warehousemen, vendors or other persons or entities and (ii) all inventory consisting of raw materials, work in process, finished goods, supplies, goods, incidentals, office supplies and/or packaging and shipping materials;

(c) all documents, including, without limitation, all warehouse receipts, bills of lading and similar documents of title relating to goods in which Debtor at any time has an interest, whether now or at any time or times hereafter issued to Debtor or Secured Party by any person or entity, and whether covering any portion of Debtor's inventory or otherwise;

(d) all instruments (including, without limitation, promissory notes) of any kind or nature whatsoever, whether negotiable or non-negotiable;

(e) all chattel paper of any kind or nature whatsoever, including, without limitation, all leases, rental agreements, installment sale agreements, conditional sale agreements and other chattel paper relating to or arising out of the sale, rental, lease or other disposition of any of the Collateral;

(f) all general intangibles of any kind or nature whatsoever, including, without limitation, all payment intangibles, all patents, trademarks (including but not limited to the marks and logos for "Natures Bakery" and "Energy for Life's Great Journeys"), copyrights and other intellectual property, and all applications for, registrations of and licenses of the foregoing and all computer software, product specifications, trade secrets, licenses, trade names, service marks, goodwill, tax refunds, rights to tax refunds, franchises, rights related to prepaid expenses, rights under executory contracts, choses in action, causes of action and rights under partnership, joint venture, co-ownership, management and/or similar agreements and/or arrangements;

(g) all goods, machinery, equipment, fixtures, motor vehicles, trucks, tractors,

trailers, vans, appliances, furniture, furnishings, tools, dies, jigs, and other tangible personal property and all accessories and parts relating thereto;

(h) all monies, reserves, deposits, cash, cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Secured Party or any bailee of Secured Party;

(i) all deposit accounts and certificates of deposit and all interest or dividends thereon;

(j) all investment property and financial assets of any kind or type, whether certificated or uncertificated, including, without limitation, all securities, securities accounts, securities entitlements, stocks, bonds, options, warrants, commodity contracts, futures contracts, commodity accounts, commodity options, commercial paper, money market funds and/or accounts, Treasury bills, notes and bonds, instruments, certificates of deposit, mutual fund shares, cash and money, together with all rights, income, revenues, proceeds and profits therefrom, including, without limitation, all dividends, distributions (cash or stock, extraordinary as well as ordinary), interest and other payments, all additions thereto, substitutions or replacements thereof, any goods or other property to be delivered thereunder, and any exchanges for or changes in any of the foregoing;

(k) all commercial tort claims;

(l) all supporting obligations;

(m) all letter of credit rights;

(n) all books, records, computer records, computer disks, ledger cards, programs and other computer materials, customer and supplier lists, invoices, orders and other property and general intangibles at any time evidencing or relating to any of the Collateral;

(o) all accessions to any of the property described above and all substitutions, renewals, improvements and replacements of and additions thereto; and

(p) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n) and/or (o) above and any rents and profits of any of the foregoing items, whether cash or non-cash, immediate or remote, including, without limitation, all income, accounts, contract rights, general intangibles, payment intangibles, chattel paper, notes, drafts, acceptances, instruments and other rights to the payment of money arising out of the sale, rental, lease, exchange or other disposition of any of the foregoing items (provided, however, that nothing contained herein shall be deemed to permit or assent to any such disposition other than the sale or lease of Debtor's inventory in the ordinary course of business (which does not include any sale, lease or other transfer of Debtor's inventory in partial or total satisfaction of any Indebtedness)), or the disposition of obsolete property in the ordinary course of business, and insurance proceeds, and all products, of (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n) and/or (o) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

Notwithstanding the foregoing or anything to the contrary contained herein, the following shall not constitute Collateral hereunder, and the security interests granted under this Security Agreement shall not extend to (i) any governmental rights, entitlements, licenses, approvals, obligations, or liabilities included in the Collateral that cannot be encumbered, assigned, or

transferred without notice to, filing with, and/or the prior consent, authorization, or approval of the applicable governmental entity, (ii) any general intangible, permit, lease, license, contract or other instrument to the extent the grant of a security interest therein in the manner contemplated by this Security Agreement, under the terms thereof or under applicable law, is prohibited and would result in the termination thereof or give the other parties thereto the right to terminate or accelerate such Debtor's rights, titles and interests thereunder (including upon the giving of notice or the lapse of time or both), or is otherwise prohibited by applicable law, and (iii) any equipment subject to a lease, agreement or financing arrangement to the extent the grant of a security interest therein in the manner contemplated by this Security Agreement, under the terms thereof or under applicable law, is prohibited and would result in the termination thereof or give the other parties thereto the right to terminate or accelerate such Debtor's rights, titles and interests thereunder (including upon the giving up of notice or the lapse of time or both), or is otherwise prohibited by applicable law ; provided that in the event of the termination or elimination of any such prohibition or the requirement for any consent contained in any applicable law, general intangible, permit, lease, license, contract or other instrument, or equipment lease, agreement or financing arrangement, to the extent sufficient to permit any such item to become Collateral hereunder, or upon the granting of any such consent, or waiving or terminating any requirement for such consent, a security interest in such general intangible, permit, lease, license, contract or other instrument, or equipment lease, agreement or financing arrangement, shall be automatically and simultaneously granted hereunder and shall be included as Collateral hereunder.