

10-04-1999



RECORDATION FORM COVER SHEET

101139718

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

5-21-99

<p>1. Name of conveying party(ies):</p> <p>Arrowhead Mills, Inc. 50 Charles Lindberg Boulevard Uniondale, New York 11553</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation – State <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>IBJ Whitehall Bank &amp; Trust Company, as Agent One State Street New York, New York 10004</p> <p style="text-align: right;">         RECEIVED          MAY 21 1999          ASSISTANT COMMISSIONER          OF PATENTS AND TRADEMARKS       </p> <p style="text-align: right;">         265E          NOSPEC          Fee       </p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: _____ May 18, 1999 _____</p>	

05/25/1999 MTHAI1 00000143 2047077

01 FC:481 40.00 OP  
02 FC:482 225.00 OP

**Certificate of Mailing - 37 CFR 1.8(a)**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on the date below.

Date	Alice Shih
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4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
see attached schedule

B. Registration No.(s)  
see attached schedule

5. Name and address of party to whom  
correspondence concerning document  
should be mailed:

Alice L. Shih, Esq.  
Nixon, Hargrave, Devans & Doyle LLP  
437 Madison Avenue  
New York, New York 10022

6. Total number of applications and registrations  
Involved: 10

7. Total fee (37 CFR 3.41) \$265.00

Previously paid (see original transmittal)

A check in the amount of \$265.00  
is  
enclosed.

8. Deposit Account Number: 14-1138

Charge total fee to account.

Charge any additional fees to account.

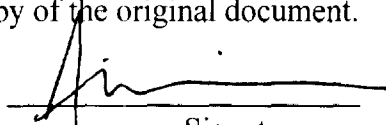
A duplicate copy of this cover sheet  
is enclosed.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any Attached copy is a true copy of the original document.

By: Alice L. Shih, Esq.  
Name of Person Signing

  
Signature

May 18, 1999

Date

[Total number of pages including cover sheet, attachments and document: 5 ]

TRADEMARKSLIST OF TRADEMARK APPLICATIONS AND REGISTRATIONS  
ARROWHEAD MILLS, INC.

**Trademarks formerly owned by Garden of Eatin', Inc.  
or Presently Marketed by Garden of Eatin', Inc.**

**A. APPLICATIONS**

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>COUNTRY</u>
GARDEN GRAINS	75/468,332	04/15/98	U.S.
LITTLE SOY BLUES	75/468,417	04/15/98	U.S.

**REGISTRATIONS**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COUNTRY</u>
CALIFORNIA BAKES	2,047,077	03/25/97	U.S.
GARDEN OF EATIN'	1,711,976	09/01/92	U.S.
GARDEN OF EATIN'	450,648	11/24/95	Canada
GARDEN OF EATIN' & DESIGN	1,900,789	06/20/95	U.S.
GARDEN OF EATIN' & DESIGN	1,726,002	10/20/92	U.S.
MISCELLANEOUS DESIGN	2,208,035	12/08/98	U.S.
RED HOT BLUES	1,788,328	08/17/93	U.S.
SESAME BLUES	1,894,229	05/16/95	U.S.
SUNNY BLUES	1,764,734	04/13/93	U.S.

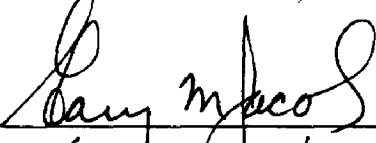
# MEMORANDUM OF SECURITY AGREEMENT - TRADEMARKS

Pursuant to a Security Agreement, dated as of May 18, 1999 (the "Security Agreement"), made by the undersigned, located at 50 Charles Lindbergh Blvd., Uniondale, New York 11553, the undersigned has granted to IBJ Whitehall Bank & Trust Company, located at One State Street, New York, New York, 10004, as agent (the "Agent") a continuing security interest in, and a continuing lien upon, among other Collateral (as defined in the Security Agreement), (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency or the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, all trademarks listed in the Schedule annexed hereto (the "Trademarks") and (b) all renewals and proceeds (including accounts receivable and royalties) thereof.

The Agent's security interest in the Trademarks can only be terminated in accordance with the terms of the Security Agreement.

Dated: May 18, 1999

ARROWHEAD MILLS, INC.

By:   
Name: Gary M. Jacobs  
Title: Secretary