FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-06-2000

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U.S. Department of Commerce
Patent and Trademark Office
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229-00

# RECORDATION FORM COVER SHEET
## TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID # ____
- [ ] Correction of PTO Error Reel # ____ Frame # ____
- [ ] Corrective Document Reel # ____ Frame # ____

**Conveyance Type**

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other ____

Effective Date Month Day Year: ____

**Conveying Party** [ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 08021999

Name: MARANATHA HOLDING CORP.

Formerly: ____

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other ____

[X] Citizenship/State of Incorporation/Organization: DELAWARE

**Receiving Party** [ ] Mark if additional names of receiving parties attached

Name: U. S. BANK NATIONAL ASSOCIATION

DBA/AKA/TA: ____

Composed of: ____

Address (line 1): 111 S.W. FIFTH AVENUE

Address (line 2): SUITE 400

Address (line 3): PORTLAND (City) OR (State/Country) 97204 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: A NATIONAL BANKING ASSOCIATION

[ ] Citizenship/State of Incorporation/Organization: ____

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

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02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number 503-224-5858

Name JON J. NAPIER

Address (line 1) MILLER NASH LLP

Address (line 2) 3500 U. S. BANCORP TOWER

Address (line 3) 111 S.W. FIFTH AVENUE

Address (line 4) PORTLAND, OR 97204-3699

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 37

**Trademark Application Number(s) or Registration Number(s)** [X] Mark if additional numbers attached

*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---|---|---|---|---|---|
| 75862455 | | | | | |
| 75862627 | | | | | |
| | | | | | |

**Number of Properties** Enter the total number of properties involved. # 2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): $ 65.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 13-3571

Authorization to charge additional fees: Yes [X] No [ ]

**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. Charges to deposit account are authorized, as indicated herein.*

JON J. NAPIER — Name of Person Signing

Signature

2/23/00 — Date Signed

# SUBORDINATED SECURITY AGREEMENT

**THIS SUBORDINATED SECURITY AGREEMENT is entered into as of August 2, 1999, between MARANATHA HOLDING CORP., a Delaware corporation whose address is 710 Jefferson Avenue, Ashland, Oregon 97520 (referred to below as "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (referred to below as "Lender").**

**For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law. The parties further agree as follows:**

1. **DEFINITIONS.** The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code or the Subordinated Loan Agreement referred to below. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

1.1 **Agreement.** The word "Agreement" means this Security Agreement, as this Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Security Agreement from time to time.

1.2 **Collateral.** The word "Collateral" means the following described property of Grantor, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located: All accounts, chattel paper, general intangibles, instruments, documents, contract rights, equipment leases, inventory, equipment, including those items listed on Schedule 1 attached hereto, and all tradenames, trademarks, patents, copyrights, and related goodwill, including without limitation the intangible assets listed on Schedule 2 attached hereto, and all proceeds thereof.

In addition, the word "Collateral" includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(a) All attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.

(b) All products and produce of any of the property described in this Collateral section.

(c) All accounts, contract rights, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.

(d) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section.



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(e) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

1.3 **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

1.4 **Grantor.** The word "Grantor" means the entities described above and each of their successors and assigns.

1.5 **Guarantor.** The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

1.6 **Indebtedness.** The word "Indebtedness" means all the "Obligations" as that term is defined in the Subordinated Loan Agreement, including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

1.7 **Lender.** The word "Lender" means U.S. Bank National Association, its successors and permitted assigns.

1.8 **Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, letter of credit documents, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Subordinated Loan Agreement.

1.9 **Subordinated Loan Agreement.** The words "Subordinated Loan Agreement" mean the senior subordinated loan agreement of even date herewith between Grantor, Lender, Maranatha Acquisition Corp., and Sunlight Foods, Inc., together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Subordinated Loan Agreement, including all increases of Indebtedness under the Subordinated Loan Agreement.

2. **RIGHT OF SETOFF.** Grantor hereby grants Lender a contractual possessory security interest in and hereby assigns, conveys, delivers, pledges, and transfers to Lender, for security, all of Grantor's right, title and interest in and to Grantor's accounts with Lender (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts Grantor may open in the future, excluding however all IRA, Keogh, tax deposit, and trust accounts. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all Indebtedness against any and all such accounts.





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3. **OBLIGATIONS OF GRANTOR.** Grantor warrants and covenants to Lender as follows:

3.1 **Perfection of Security Interest.** Grantor agrees to execute such financing statements and to take whatever other reasonable actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. Grantor hereby appoints Lender as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Agreement. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all reasonably incurred expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral. Grantor promptly will notify Lender before any change in Grantor's name including any change to the assumed business names of Grantor. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

3.2 **No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate of incorporation and bylaws do not prohibit any term or condition of this Agreement.

3.3 **Enforceability of Collateral.** To the extent the Collateral consists of accounts, contract rights, chattel paper, or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, and complies in all material respects with applicable laws concerning form, content and manner of preparation and execution, and, to the best of Grantor's knowledge, all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.

3.4 **Removal of Collateral.** Grantor shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at the addresses shown on Schedule 5.1(A)-2 to the Credit Agreement, or at such other locations as are reasonably acceptable to Lender. Except in the ordinary course of its business, including the sales of inventory, Grantor shall not remove the Collateral from the State of Oregon or the State of California without the prior written consent of Lender which shall not be unreasonably withheld or delayed. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Oregon or the State of California, without the prior written consent of Lender.

3.5 **Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business or the disposition of used equipment in the ordinary course of Grantor's business, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than (a) the security interest provided for in this Agreement, (b) Permitted Liens, and (c) liens securing the



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obligations under the Credit Agreement or the Seller Subordinated Debt, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

3.6 **Title.** Grantor represents and warrants to Lender that it holds title to the Collateral, free and clear of all liens and encumbrances except for the senior liens granted to Lender as provided for in the Credit Agreement and (a) the lien of this Agreement, (b) Permitted Liens, and (c) liens securing the "Senior Debt" as such term is defined in the Subordinated Loan Agreement, and (d) the subordinated liens securing the "Seller Subordinated Debt" as such term is defined in the Subordinated Loan Agreement. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

3.7 **Collateral Schedules and Locations.** Insofar as the Collateral consists of equipment, Grantor shall deliver to Lender, as often as Lender shall reasonably require (but in any event not more frequently than quarterly in the absence of the existence of an Event of Default), such lists, descriptions, and designations of such Collateral as Lender may require to identify the nature, extent, and location of such Collateral. Such information shall be submitted for Grantor and each of its subsidiaries.

3.8 **Maintenance and Inspection of Collateral.** Grantor shall maintain all tangible Collateral in good condition and repair. Grantor will not commit or permit damage to or destruction of any material part of the Collateral. Lender and its designated representatives and agents shall have the right at all reasonable times (and, in the absence of the existence of an Event of Default, on reasonable advance notice) to examine, inspect, and audit the Collateral wherever located. Grantor shall immediately notify Lender of all cases involving the return, rejection, repossession, loss or damage of or to any material part of the Collateral; of any request for credit or adjustment or of any other dispute arising with respect to the Collateral in excess of $50,000; and generally of all happenings and events materially affecting the Collateral or the value or the amount of the Collateral.

3.9 **Taxes, Assessments and Liens.** Grantor will pay before delinquency all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not materially jeopardized in Lender's reasonable judgment. If the Collateral is subjected to a lien which is not a Permitted Lien and which is not discharged or the enforcement of which is not stayed within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final



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adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

3.10 **Compliance With Governmental Requirements.** Grantor shall comply promptly in all material respects with all laws, ordinances and regulations of all governmental authorities applicable to the production, disposition, or use of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not materially jeopardized.

3.11 **Hazardous Substances.** Except for matters previously disclosed to Lender by Grantor in Grantor's "Certificate and Indemnity Regarding Hazardous Substances," Grantor represents and warrants that the Collateral never has, to Grantor's actual knowledge, been, and never will be so long as this Agreement remains a lien on the Collateral, used, except in material compliance with all Environmental laws (as defined below), for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing or intended to protect human health or the environment ("Environmental Laws"). The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The representations and warranties contained herein are based on Grantor's knowledge after due diligence in investigating the Collateral for hazardous wastes and substances. Grantor hereby agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement, or as a result of a violation of any Environmental Laws, other than claims resulting from the gross negligence or willful misconduct of Lender. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

3.12 **Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may reasonably require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may reasonably require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to), after three business days' notice to Grantor, obtain such insurance as Lender deems appropriate, including if it so chooses "single interest insurance," which will cover only Lender's interest in the Collateral. The following notice is given pursuant to ORS 746.201:



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WARNING

Unless Grantor provides Lender with evidence of the insurance coverage as required herein, Lender may purchase insurance at Grantor's expense to protect Lender's interest. This insurance may, but need not, also protect Grantor's interest. If the collateral becomes damaged, the coverage Lender purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to the indebtedness secured hereby. If the cost is added to the indebtedness secured hereby, the interest rate on the indebtedness secured hereby will apply to this added amount. The effective date of coverage may be the date the prior coverage lapsed or the date Grantor failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance Grantor can obtain on Grantor's own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

3.13 **Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to any material portion of the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be subject to Lender's security interest as part of the Collateral. So long as no Event of Default exists, Lender shall pay the proceeds to Grantor.

3.14 **Insurance Reserves.** If Grantor has failed to maintain insurance as required herein, Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least twenty (20) days before the premium due date, amounts at least equal to the insurance premiums to be paid and Lender shall pay such premiums on behalf of Grantor. If twenty (20) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor.

3.15 **Insurance Reports.** No more frequently than quarterly, Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; (e) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (f) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than once every three years) have an independent appraiser



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satisfactory to Lender determine, as applicable, the cash value of replacement cost of the Collateral. The cost of such appraisal shall not exceed $10,000.

3.16 **Intangible Assets.** Grantor warrants and covenants as follows:

(a) a true and complete schedule setting forth all patents, patent applications, federal and/or state trademarks, service marks, trade name or brand name registrations, and federal copyright registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing, registration, or issuance thereof and expiration dates is set forth on Schedule 2;

(b) each of the patents, trademark registrations, and copyright registrations is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the patents, trademark registrations, or copyright registrations are invalid or unenforceable, or that the use of any patents, trademarks, or copyrights violates the rights of any third person, or of any basis for any such claims;

(c) Grantor has used and will continue to use proper statutory notice in connection with its use of each of the patents, registered trademarks, and registered copyrights;

(d) Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(e) if Grantor shall obtain rights to any new patentable inventions, trademarks, or copyrights, or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto; and

(f) Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Grantor's expense all necessary cooperation in connection with any such suit, proceeding, or action, including, without limitation, joining as a necessary party.

4. **POSSESSION OF COLLATERAL.** If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender would afford to its own property, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the

Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Collateral.

5. **EXPENDITURES BY LENDER.** If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Grantor under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all reasonable costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Subordinated Loan Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses shall become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Subordinated Loan Agreement and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Subordinated Loan Agreement, or (c) be treated as a balloon payment which will be due and payable at the Subordinated Loan Agreement's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

6. **EVENTS OF DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement.

6.1 **Cross-Default.** The occurrence of an "Event of Default" under the Subordinated Loan Agreement.

6.2 **Other Defaults.** Failure (after any required notice or applicable cure period) of Grantor to comply with or to perform any term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents. If any such default is curable and if Grantor has not been given a prior notice of a breach of the same provision of this Agreement, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such default, (a) cures the default within ten (10) days; or (b) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in the exercise of its reasonable judgment to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

6.3 **False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Agreement is false or misleading in any material respect, either now or at the time made or furnished.

7. **RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Oregon Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

7.1 **Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

7.2 **Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in its own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor reasonable notice of the time after which any private sale or any other intended disposition of the Collateral is to be made unless Grantor has signed, after an Event of Default occurs, a statement renouncing or modifying Grantor's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Subordinated Loan Agreement rate from date of expenditure until repaid.

7.3 **Appoint Receiver.** To the extent permitted by applicable law, Lender shall have the following rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and his or her attorney shall become part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Subordinated Loan Agreement rate from date of expenditure until repaid.

7.4 **Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in its discretion transfer any Collateral into its own name or that of its nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

7.5 **Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to



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Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

7.6 **Other Rights and Remedies.** Except as may be expressly set forth to the contrary herein, Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

7.7 **Cumulative Remedies.** All of Lender's rights and remedies, whether evidenced by this Agreement or the Related Documents or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

8. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

8.1 **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

8.2 **Applicable Law.** This Agreement has been delivered to Lender and accepted by Lender in the State of Oregon. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts sitting in Multnomah County, State of Oregon. Subject to the provisions on arbitration, this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

8.3 **Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Grantor shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

8.4 **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

8.5 **Notices.** All notices required to be given under this Agreement shall be given in the manner specified in the Subordinated Loan Agreement.



TRADEMARK
REEL: 002044 FRAME: 0303

8.6 **Power of Attorney.** Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (a) during the existence of an Event of Default, to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and, in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

8.7 **Preference Payments.** Any monies Lender pays because of an asserted preference claim in Borrower's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Borrower as provided above in the "EXPENDITURES BY LENDER" paragraph.

8.8 **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

8.9 **Successor Interests.** Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

8.10 **Waiver.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute





TRADEMARK
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continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

GRANTOR:

MARANATHA HOLDING CORP.

By: _____
Its: President

LENDER:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its: Vice President



TRADEMARK 1009224.4
REEL: 002044 FRAME: 0305

## SCHEDULE 1

**List of Equipment**

See attached

## Schedule 4.3

### Equipment Expenditures

The Company has purchased the following equipment

| | | | |
|---|---|---|---|
| 1. | Westpros | $4,045.31 | Electric kettle for Peanut Sundrops. |
| 2. | Westpros | $8,091.25 | Partial payment for 4 Coating Pans for Peanut Sundrops. |
| | | $8,090.00 | Balance of payment for coating pans. |
| 3. | Westpros | $2,437.98 | Speed bumps for coating pans |
| 4. | Grand Ave. Chocolate | $6,495.00 | 5000# melter. |
| 5. | Botner Mfg. | $687.39 | Build legs and stand for new melter. |
| 6. | Marina Mechanical | $8,418.00 | New air conditioner for panning room. |
| 7. | Marina Mechanical | $2,024.55 | New ductwork for panning room. |
| 8. | Marina Mechanical | $1,472.40 | New ductwork for panning room. |
| 9. | East Bay Electric Motors | $228.49 | Replacement motor for melter. |
| 10. | All Electric | $1,607.95 | Partial payment electrical work for new equipment. |
| 11. | All Electric | $4,146.39 | Balance of electrical work for new equipment. |
| 12. | Packaging Machine | $1,000.00 | Company received an estimate of $3,500 for services to set up new equipment. As of the signing date, the Company has paid $1,000. |
| 13. | Steam on Wheels | $365.00 | Steam clean melter for Kosher Certification. |
| 14. | Botner Mfg. | $427.59 | Stainless steel drop chute for bagging machine. |
| 15. | Botner Mfg. | $308.51 | Leg extensions to barrel stand. |
| 16. | Botner Mfg. | $281.45 | Pipe extensions. |
| | TOTAL EXPENDITURES | $50,127.26 | |



TRADEMARK
REEL: 002044 FRAME: 0307

Sunspire Foods, 2114 Adams Avenue, San Leandro, California

APPRAISAL

Effective Date: April 28, 1999

| ITEM # | QTY | DESCRIPTION | FAIR MARKET VALUE | ORDERLY LIQUIDATION VALUE |
|---|---|---|---|---|
| 1 | 1- | National Equipment Company, 300 Lb. Chocolate Melter, S/N 1036, With Baldor ¾-HP Motor | $ 1,250.00 | $ 1,000.00 |
| 2 | 1- | Smith Over And Under Mounted Twin 500 Lb. Chocolate Melter, S/N Not Available, With Temperature Control Probes | 3,250.00 | 2,500.00 |
| 3 | 2- | National Equipment Company, 1000 Lb. Carbon Chocolate Melters, S/N's 5174, Not Available, With Baldor 2-HP Motors | 8,500.00 | 7,000.00 |
| 4 | 4- | Stokes Stainless Steel Revolving Polishing Pans, S/N's Not Available, Bowl Size 38" Maximum Diameter, 24" Opening Diameter, 40" Depth, Mounted On Acme Coppersmithing Base, Each With 1-HP Motor | 8,000.00 | 6,000.00 |
| 5 | 4- | Stokes Stainless Steel Revolving Grossing Pans, S/N's Not Available, Bowl Size 38" Maximum Diameter, 24" Opening Diameter, 40" Depth, Mounted On Acme Coppersmithing Base, Each With 1-HP Motor | 8,500.00 | 6,500.00 |
| 6 | 1- | Munters Cargocaire Model HC-300 Dehumidifier, S/N 1193-G95, Capacity 21.6 FLA | 2,500.00 | 1,500.00 |
| 7 | 1- | Lennox Model CHA16-90 Roof Mounted Air Conditioning System, S/N Not Available, 10-Ton Capacity | 4,500.00 | 3,500.00 |
| 8 | 1- | Lennox Model GSC16-90 Roof Mounted Air Conditioning System, S/N Not Available, 7 ½-Ton Capacity | 2,750.00 | 2,000.00 |
| 9 | 2- | 1997 Custom Manufactured Mobile Cluster Machines, 12" x 18", With Entry And Exit Trays | 7,500.00 | 6,000.00 |



TRADEMARK
REEL: 002044 FRAME: 0308

Sunspire Foods, 2114 Adams Avenue, San Leandro, California

APPRAISAL

Effective Date: April 28, 1999

| ITEM # | QTY | DESCRIPTION | FAIR MARKET VALUE | ORDERLY LIQUIDATION VALUE |
|---|---|---|---|---|
| 10 | 1- | Inner-City Model EPH5524BC1 Stainless Steel 24" Wide Cooling Tunnel, S/N L9549 70466, Capacity 300 PSIG, R-22 Refrigerant, Mounted Over 38' Long, 24" Wide Floor Mounted Belt Conveyor With Varidrive 1-HP Motor | $ 25,000.00 | $ 20,000.00 |
| 11 | 1- | Custom Manufactured 24" Wide Rollaway Cutter, With U.S. Motors ½-HP Drive Motor, Runoff Tray | 750.00 | 500.00 |
| 12 | 1- | Lock Metalchek Model 9, 10" Wide Conveyor Type, Cart Mounted Metal Detector, S/N Not Available | 4,000.00 | 3,000.00 |
| 13 | 1- | Wright Model Twinmaster ES Twin Tube Vertical Form, Fill And Seal Machine, S/N 39-80, Including (2) 24" Roll Dispensing Arms, (6) Syntron Model F-T01 Magnetic Feed Trays, (2) Eriez Model H1-V1 16 Vibratory Trays, Scale Systems Model 653 Process Controller, With Frazier And Son Model Whiz-Lifter Bucket Elevator, S/N 783496, 12' High And 10' Long Arm, With 5" x 3" Buckets, Cart Mounted Stainless Steel Bottom Dispensing Bucket Feeder | 15,000.00 | 12,000.00 |
| 14 | 1- | Campbell Hausfield Model VT6195 Professional 6-HP Air Compressor, S/N L6/23/97-03065, Mounted On 60-Gallon Vertical Tank | 750.00 | 600.00 |
| 15 | 1- | Campbell Hausfield Model HS2610A Professional 5-HP Air Compressor, S/N 073097L 748301, Mounted On 60-Gallon Vertical Tank | 650.00 | 500.00 |
| 16 | 1- | National Equipment Company 24" Enrober, S/N Not Available, With Wire Belt Conveyor, (Not In Service) | 2,000.00 | 1,500.00 |
| 17 | 1- | Icore Mark II 50 Lb. Capacity 6" Conveyorized Check Weigher, S/N 301192 | 4,500.00 | 3,500.00 |



TRADEMARK
REEL: 002044 FRAME: 0309

Sunspire Foods, 2114 Adams Avenue, San Leandro, California

APPRAISAL

Effective Date: April 28, 1999

| ITEM # | QTY | DESCRIPTION | FAIR MARKET VALUE | ORDERLY LIQUIDATION VALUE |
|---|---|---|---|---|
| 18 | 1- | Icore Model 0100 12" Conveyorized Metal Detector, S/N Not Available, (Not In Service) | $ 3,500.00 | $2,500.00 |
| | | LOCATED IN UNIT 2122 | | |
| 19 | 1- | National Equipment Company 24" Enrober, S/N Not Available, (Not In Service – Used For Spare Parts) | 500.00 | 100.00 |
| 20 | 1- | Utility 3-Door Stainless Steel Commercial Freezer, 77" x 32 ½" x 71", (Not In Service – Needs Repair) | 200.00 | 100.00 |
| 21 | 1- | Century Machinery 15" Conveyorized Depositor, S/N L-89132, (Not In Service) | 3,000.00 | 2,000.00 |
| 22 | 1- | Yale Model ERC030ABN36SE083, 3,000 Lb. Electric Forklift Truck, S/N N400882, (1984) Maximum Lift Height 190", Solid Tires, Overhead Guard, Sideshift Attachment, With Yale Model 3YFL8-600 220/440 Volt 28/13-AMP Industrial Battery Recharger | 3,000.00 | 2,000.00 |
| 23 | 1- | Toyota Model 5FBC15 2,800 Lb. Electric Forklift Truck, S/N 5FBC15-10623, (1993) Maximum Lift Height 185", Solid Tires, Overhead Guard, Sideshift Attachment, 23,825 Indicated Hours, With Hobart Model 00081-18 36 Volt 120-AMP Accu-Charger | 8,500.00 | 7,000.00 |
| 24 | 1- | Maytag Heavy Duty Top Loading Washing Machine, S/N Not Available | 300.00 | 200.00 |
| 25 | 1- | Senshin Model N102 Mobile 8" Belt Conveyor Type Heat Sealer, S/N Not Available | 300,00 | 200.00 |
| 26 | 1- | 1989 Ford Econoline 150 Cargo Van, VIN 1FTEE14N1KHC39614, With Side Panel Door, Automatic Transmission (Poor Condition) | 3,500.00 | 2,500.00 |
| 27 | 1- | 1997 BMW 3 Series Convertible, VIN WBABK7321VET62399, (Not Seen By Appraiser) | 30,000.00 | 25,000.00 |



TRADEMARK
REEL: 002044 FRAME: 0310

Sunspire Foods, 2114 Adams Avenue, San Leandro, California

APPRAISAL

Effective Date: April 28, 1999

| ITEM # | QTY | DESCRIPTION | FAIR MARKET VALUE | ORDERLY LIQUIDATION VALUE |
|---|---|---|---|---|
| 28 | Lot- | Throughout Facility Consisting Of: Packing Station With Bottom Dump Container, Monobagger Packing Station With Corby Miller Dispenser, Kubota Model KA-10-H8 300 Lb. 14" x 19 ½" Digital Platform Scale, Section Roller Conveyor, Section Expandable Conveyor, Duracraft Model 60758 ¾-HP, 8" Twin Head Ball Bearing Bench Grinder, Assorted Hand Tools, 5-Drawer Metal Plan Chest, (2) 2-Door Supply Cabinet, Eureka 10.0 Powerline Plus Vacuum Cleaner, Fan, Metal Workbench With 5" Bench Vise, Homs Model 28 Benchtop Scale, Approximately 300 Rubbermaid Trays, Approximately 150 Fiberglass Trays, (4) Formica Top Folding Tables, Tolado 125 Lb. Balance Type 13" x 21" Platform Scale, Admiral 22 Lb. Heavy Duty Front Loading Garment Dryer, Section 6' High Plastic Racking, (9) Assorted Sections 16' High Metal Pallet Racking, (18) Assorted Sections 14' High Metal Pallet Racking, (53) Assorted Sections 12' High Metal Pallet Racking, (28) Assorted Sections Lightweight Metal Racking, Meilink 19" x 19" x 27" Combination Safe, (2) Pallet Mule 5,000 Lb. Pallet Jacks, Crown Pallet Jack, (2) BT Lifter 4,500 Lb. Pallet Jacks, Hercules Model K1-160 500 Lb. 3' x 3' Maintenance Lift Platform, (6) Assorted 4-Drawer File Cabinets, Hand Trucks, Assorted Wire Frame Carts, Rubbermaid Carts, Anti-Fatigue Mats, Kitchen Aid Model Imperial 27 Built In Self Clean Domestic Oven With (4) Burners (Not In Service), (13) Assorted Metal Display Racks, Assorted Ladders, (5) Stainless Steel 2-Shelf Food Preparation Tables, Assorted Janitorial Supplies, (4) Formica Top Metal Frame Packing Tables, Pelouze Model 10100 100 Lb. Benchtop Scale, Formica Top Metal Workbench, Assorted Metal Lockers, Formica Top Shop Desk, Printer Stand, Etc. | $ 25,000.00 | $ 21,000.00 |



TRADEMARK
REEL: 002044 FRAME: 0311

Sunspire Foods, 2114 Adams Avenue, San Leandro, California

APPRAISAL

Effective Date: April 28, 1999

| ITEM # | QTY | DESCRIPTION | FAIR MARKET VALUE | ORDERLY LIQUIDATION VALUE |
|---|---|---|---|---|
| 29 | Lot- | Computer Equipment Consisting Of: Digital Celebris GL-2 Pentium II Server With Hyundia HCM-4025 Monitor, (2) Accton Etherhub-16s Hub, APC 1000 Smart Uninterruptible Power Supply, (13) Digital Venturis FX-2 Pentium Desktop Computers With Digital, Samtron & NCR Color Monitors, (2) Digital Venturis FX6120 Desktop Computers With NEC & Samsung Color Monitors, Digital Venturis 575 Pentium Desktop Computer With Digital Color Monitor, Hewlett Packard Pavilion 6455 Desktop Computer With M45 Color Monitor, Digital Starion 930 Pentium Desktop Computer, With Digital Color Monitor, (2) Hewlett Packard LaserJet 1100 Printers, (2) Panasonic KX-P445oi Laser Printers, Okidata Okipage 16n Printer, Okidata Okipage 10i Printer, Citizen MSP-15E Printer, Epson Stylus Color 600 Printer, Zebra 105s Label Printer, Etc. | $ 13,000.00 | $ 10,000.00 |



TRADEMARK
REEL: 002044 FRAME: 0312

Sunspice Foods, 2114 Adams Avenue, San Leandro, California

APPRAISAL

Effective Date: April 28, 1999

| ITEM # | QTY | DESCRIPTION | FAIR MARKET VALUE | ORDERLY LIQUIDATION VALUE |
|---|---|---|---|---|
| | | **OFFICE FURNITURE** | | |
| 30 | Lot- | Consisting Of: Executive Wood Top Dual Pedestal Desk, With Matching 2-Drawer Lateral File Cabinet, Wood 4' x 8' Oval Conference Table With (6) Fabric Armchairs On Casters, Executive Formica Top Dual Pedestal Desk With Return With (2) Matching Side Tables, Executive Black Formica Top Single Pedestal Desk With Return, Wood Double Pedestal Executive Desk, Wood Single Pedestal Executive Desk, Wood Single Pedestal Executive Desk With Return, Wood Double Pedestal Desk, Wood Single Pedestal Desk, Wood Single Pedestal Desk With Return, (2) Formica Top Dual Pedestal Executive Desks, Formica Top Single Pedestal Executive Desk, Formica Top Single Pedestal Desk, (11) Formica Top Dual Pedestal Desks, Metal Formica Top Dual Pedestal Desks, (3) Formica Top Single Pedestal Desks With Returns, (6) Assorted Lateral File Cabinets, (28) Assorted File Cabinets, Fire Proof File Cabinet, Wood File Cabinet, Metal Pigeonhole Unit, Assorted Bookcases, Wood Credenza With Hutch, Formica Credenza, Metal Supply Cabinet, Office Cabinet, Assorted Office Arm And Side Chairs, Coffee Table, Office Table, Folding Table, Computer Table, (4) Printer Stands, (4) Microwaves, GE Toaster Oven, (2) Mini-Fridges, Brother MFC1750 Facsimile Machine, Panasonic FP-7713 Desktop Copier, Panasonic FP-7742 Console Copier, Fellowes PS-70 Power Shredder, (2) Brother GX9000 Electronic Typewriters, Sharp FO-5400T Desktop Copier, Hewlett Packard OfficeJet 300 Facsimile Machine, Funai F13TR 13" Combination TV/VCR, Xerox 5614 Desktop Copier, Messi Model MK-100D Telephone System, With 11 – Incoming Lines, (22) Handsets, Switchboards, Voicemail System. | $ 20,000.00 | $ 17,000.00 |



TRADEMARK
REEL: 002044 FRAME: 0313

# SCHEDULE 2

## List of Intellectual Property

Maranatha Acquisition Corp.

| MARK | REG. NO. | REG. DATE | SERIAL NO. | APP. DATE |
|---|---|---|---|---|
| MARANATHA NATURAL FOODS | 1,453,359 | Aug. 18, 1987 | 73-632673 | Nov. 28, 1986 |
| NUTTIN' BETTER | 1,776,667 | June 15, 1993 | 74-274,592 | May 12, 1992 |

Sunlight Foods, Inc.

1. The fictitious business name statement for the name "Sunspire" filed by the Company in Alameda County is attached.
2. Trademark License Agreement between the Company and FruitSource, dated 8/1/95, expiring 8/1/2005.

See Attached.

Schedule 5-1(s)

MARANATHA NATURAL FOODS, INC.

SCHEDULE OF TRADEMARKS AND TRADE NAMES

| | |
|---|---|
| Trademark | Nuttin' Better |
| Registration No. | 1776667 |
| Date of Issuance | June 15, 1993 |
| Description of Use | Food product labels and advertising. Food products (nut butters, roasted nuts and trail mixes). |

| | |
|---|---|
| Trade Name | Maranatha Natural Foods |
| Registration No. | 1453359 |
| Date of Issuance | November 28, 1986 |
| Description of Use | Applied to food product labels and used in advertising. |

| | |
|---|---|
| Trademark (Oregon only) | The Nut Butter Company |
| Registration No. | T26360 |
| Date of Issuance | May 12, 1992 |
| Description of Use | Applied to food product labels and used in advertising. Food products (nut butters, roasted nuts, trail mixes and snack bars). Registered in Oregon only. |

Revised July 7, 1999

SUNLIGHT FOODS, INC.
STATUS OF UNITED STATES TRADEMARKS

| MARK | STATUS |
|---|---|
| A DELICIOUS NATURAL BLAST<br>Serial No. 75/670,218 | Application filed on March 26, 1999. |
| BAKING BREAK<br>Serial No. 74/491,265<br>Reg. No. 1,893,256 | Registered 5/9/95<br>Expires 5/9/2005<br>(Section 8 & 15 affidavit due between 5/9/2000 and 5/9/2001) |
| BERRY WILD CRITTERS<br>Serial No. 74/667339<br>Reg. No. 1,971,290 | Registered April 30, 1996.<br>Expires April 30, 2006.<br>(Section 8 & 15 affidavit due between April 30, 2001 and April 30, 2002) |
| BUZZ BITES<br>Serial No. 75/109,851 | Trademark application sent to PTO for filing on May 21, 1996. Office Action received. Response due by June 21, 1997. Abandoned. |
| BUZZ BOMBS<br>Serial No. 75/109854 | Application published on March 11, 1997. Notice of Allowance issued 6/3/97. Abandoned by client. |
| CALIFORNIA GOLD<br>Serial No. 74/593463 | Office action received. Response due October 17, 1995. Alleges mark is too similar to "CALIFORNIA GOLD" for dairy products. Application abandoned at client's direction. |
| CAROBA<br>Reg. No. 1,284,507 | Registered 7/3/84<br>Expires 7/3/2004<br>Affidavit Under Sections 8 & 15 filed with PTO on 1/16/90. PTO sent notice 7/30/90 that Section 8 & 15 affidavit fulfills the statutory requirements and has been accepted by PTO. Registration now incontestable. |
| CHIP LOGO<br>Serial No. 653,230<br>Reg. No. 1,492,474 | Registered 6/14/88<br>Expires 6/14/2008<br>Affidavit under Sections 8 & 15 filed with PTO on 7/12/93. PTO sent notice 11/22/93 that Sections 8 & 15 affidavit fulfills the statutory requirements and has been accepted by the PTO. Registration now incontestable. |

| MARK | STATUS |
|---|---|
| CRUNCHIES<br>Serial No. 75/109853<br>Reg. No. 2,120,523 | Registered December 9, 1997.<br>Expires December 9, 2007.<br>(Section 8 & 15 affidavit due between December 9, 2002 and December 9, 2003) |
| EPIC<br>Serial No. 75/474,545 | Notice of Acceptance of Statement of Use received from PTO - June 5, 1999. |
| GREAT BALLS O'MALT<br>Serial No. 74/588794 | Filed 10/21/94. Office Action received. Alleges that mark is too similar to "GREAT BALL O'GUM." Response due September 28, 1995. Application abandoned at client's direction. |
| NATURAL SNACKS YOU FEEL GOOD ABOUT<br>Serial No. 74-311,859<br>Reg. No. 1,766,095 | Registered 4/20/93<br>Expires 4/20/2003<br>(Section 8 & 15 affidavit due between 4/20/98 and 4/20/99)<br>Registration abandoned by client. No longer in use. |
| PEANUT CARAMEL BLAST<br>Serial No. 75/402,759 | Published for opposition 8/11/98. Notice of Allowance received. Statement of Use must be filed by September 30, 1999. Application abandoned by client. A DELICIOUS NATURAL BLAST application will replace it. |
| PECARAMELS<br>Serial No. 736,935<br>Reg. No. 1,531,096 | Registered 3/21/89<br><br>Affidavit under Section 8 & 15 had to be filed between 3/21/94 and 3/21/95, but no affidavit filed per advice of T. Hunt that product no longer sold by Sunlight. Registration cancelled September 25, 1995.. |
| "S"<br>Reg. No. 1,253,883 | Registered October 11. 1983<br>Expires October 11, 2003<br>Section 8 & 15 accepted and acknowledged.<br>Registration now incontestable. |

| MARK | STATUS |
|---|---|
| SUNDROPS<br>Serial No. 74-199,707<br>Reg. No. 1,748,713 | Registered 1/26/93<br>Expires 1/26/2003<br>Section 8 & 15 affidavit sent to PTO for filing on 1/21/99. |
| SUNSPIRE<br>Reg. No. 1,250,605 | Registered September 6, 1983<br>Expires September 6, 2003<br>Section 8 & 15 accepted and acknowledged. Registration now incontestable. |
| SUNSPIRE . . . PRETZEL TWISTS<br>Serial No. 74/678353 | Office Action received. Client decided not to respond to Office Action. Application was abandoned. |
| SUNSPIRE BAT BITES<br>Serial No. 74/570092<br>Reg. No. 2,009,367 | Registered October 22, 1996<br>Expires October 22, 2006<br>(Section 8 & 15 affidavit due between 10/22/2001 and 10/22/2002) |
| SUNSPIRE CRYSTAL<br>Serial No. 74/491,264<br>Reg. No. 1,888,701 | Registered 4/11/95<br>Expires 4/11/2005<br>(Section 8 & 15 affidavit due between 4/11/00 and 4/11/01) |
| SUNSPIRE EARTHBALLS<br>Serial No. 74/497269<br>Reg. No. 1,930,743 | Registered 10/31/95<br>Expires 10/31/2005<br>(Section 8 & 15 affidavit due between 10/31/2000 and 10/31/2001) |
| SUNSPIRE SHOOTING STARS<br>Serial No. 74/497267<br>Reg. No. 1,911,621 | Registered August 15, 1995<br>Expires August 15, 2005<br>(Section 8 & 15 affidavit due between 8/15/2000 and 8/15/2001) |
| SUNSPIRE TOFFEE CRUNCH<br>Serial No. 75/303,574<br>Registration No. 2,226.738 | Registered February 23. 1999.<br>Expires February 23, 2009.<br>(Section 8 & 15 affidavits due between February 23. 2004 and February 23. 2005.) |
| SWEETS-TO-GO<br>Serial No. 75/560585 | Application filed 9/28/98. (Intent-to-use)<br>Application published on April 27. 1999. |
| TRULY INSPIRED NATURAL<br>Serial No. 75/415,673<br>Reg. No. 2,201,542 | Registered November 3, 1998.<br>Expires November 3. 2008.<br>(Section 8 & 15 affidavit due between November 3, 2003 and November 3. 2004) |

| MARK | STATUS |
| --- | --- |
| UNREFINED INSPIRATION<br>Serial No. 74/497268 | Filed 3/7/94.<br>Office action challenge received 7/29/94.<br>Client instructed not to respond to office action. Mark abandoned 1/30/95. |

FROM: STOEL RIVES LLP FAX NO.: 503 ... 

NEWSPA R: 171 12th ST. #203 OAKLAND, CA 94607

NAME Sherwin, Friese & Ginsburg LLP

ADDRESS One Maritime Plaza, 18th Floor

San Francisco, CA 94111

☐ First Filing ☒ Renewal Filing

Current Registration No. 132661

ENDORSEMENT FILING STAMP

FILED

ALAMEDA COUNTY

NOV 1 6 1988

PATRICK O'CONNELL, County Clerk

By ... Deputy

## FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:

**1.** Fictitious Business Name(s)
Sunspire

**2.** Street Address, City & State of Principal Place of Business in California
2114 Adams Avenue San Leandro CA Zip Code 94577

**3.** Full name of Registrant (If corporation - show state of incorporation)
Sunlight Foods, Inc., a California Corporation

Residence Address City State Zip Code
2114 Adams Avenue San Leandro CA 94577

Full name of Registrant (If corporation - show state of incorporation)

Residence Address City State Zip Code

Full name of Registrant (If corporation - show state of incorporation)

Residence Address City State Zip Code

Full name of Registrant (If corporation - show state of incorporation)

Residence Address City State Zip Code

**4.** This Business is conducted by: ( ) an individual ( ) a general partnership ( ) joint venture ( ) a business trust ( ) co-partners ( ) husband and wife (X) a corporation ( ) a limited partnership ( ) an unincorporated association other than a partnership ( ) other—please specify

**5.** The registrant commenced to transact business under the fictitious business name or names listed above on 12 / 12 / 88

**6A.** Signed

Signed

Type or Print Name(s)

**6B.** If Registrant is a corporation sign below:

Corporation Name Sunlight Foods, Inc.

Signature & Title [signature], President

Type or Print Officer's Name & Title Terry Hunt, President

This statement was filed with the County Clerk of Alameda County on (date indicated by file stamp above.)

NOTICE — THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14400 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

[signature]
COUNTY CLERK

BY [signature] DEPUTY

File No. 272680

RM02436\001\1014567.01 11/5/88 10:30

Revised July 7, 1999

**SUNLIGHT FOODS, INC.**
**STATUS OF CALIFORNIA TRADEMARKS**

| MARK | STATUS |
|---|---|
| CAROBA AND DESIGN OF SUN<br>Reg. No. 62048 | Registered 8/1/80 and renewed in 1990.<br>Expires 8/1/2000. |
| "S" in a fanciful depiction<br>Reg. No. 65549 | Registered 2/24/82. Renewed in 1992.<br>Expires 2/24/2002. |
| SUNSPIRE<br>Reg. No. 65548. | Registered 2/24/82. Renewed in 1992.<br>Expires 2/24/2002. |

JAO\2436\001\1026687.01

# AMENDMENT OF SUBORDINATED SECURITY AGREEMENT

AMENDMENT OF SUBORDINATED SECURITY AGREEMENT dated as of February 10, 2000, by and between **MARANATHA HOLDING CORP.**, a Delaware corporation ("Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

**WITNESSETH:**

A. Pursuant to a subordinated security agreement dated August 2, 1999 (the "Security Agreement"), Grantor granted to Lender a security interest in certain collateral described therein to secure all indebtedness under a certain senior subordinated loan agreement between Maranatha Acquisition Corp., a Delaware corporation, and Lender dated December 22, 1998, in a principal amount of $1,800,000, and a certain senior subordinated loan agreement between Grantor and Lender dated August 2, 1999, in a principal amount of $2,000,000 (together, the "Loan Agreements").

B. After execution of the Security Agreement Grantor acquired additional collateral.

C. As a condition precedent to making additional loans to Grantor pursuant to a certain restatement and amendment of credit agreement of even date herewith, Lender has required that Grantor amend the Security Agreement such that the additional collateral acquired by Grantor secures the existing indebtedness under the Loan Agreements.

NOW, THEREFORE, the parties agree as follows:

1. Schedule 2 attached to this Amendment is substituted for Schedule 2 attached to the Security Agreement.

2. Except as expressly set forth herein, the Security Agreement shall remain unmodified and in full force and effect.

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

**MARANATHA HOLDING CORP.**

By: Edward D. Gruber
Title: Treasurer

**U.S. BANK NATIONAL ASSOCIATION**

By: [illegible]
Title: Vice President

1140488.1

## SCHEDULE 2

[revised IP schedule]

# EXHIBIT 5.1(S)

## List of Intellectual Property

### Maranatha Holding Corp.

| Federal Mark | Reg. No. | Reg. Date | Serial No. | Appln. Date |
|---|---|---|---|---|
| TRULY INSPIRED NATURAL FOODS | N/A | N/A | 75/862,455 | Dec. 2, 1999 |
| INSPIRED NATURAL FOODS | N/A | N/A | 75/862,627 | Dec. 2, 1999 |

NOTE: The following four applications, in the name of Maranatha Holding Corp., are in process:

| | | | | |
|---|---|---|---|---|
| NSPIRED (Word)(Actual Use) | N/A | N/A | N/A | N/A |
| NSPIRED (Word) (Intent-to-Use) | N/A | N/A | N/A | N/A |
| Logo (N with S design) (Actual Use) | N/A | N/A | N/A | N/A |
| Logo (N with S design) (Intent-to-Use) | N/A | N/A | N/A | N/A |

### Maranatha Acquisition Corp.

| Federal Mark | Reg. No. | Reg. Date | Serial No. | Appln. Date |
|---|---|---|---|---|
| MARANATHA NATURAL FOODS | 1,453,359 | Aug. 18, 1987 | 73-632673 | Nov. 28, 1986 |

NOTE: The following three registrations, currently in the name of Loriva Supreme Foods, Inc., are in the process of being assigned to Maranatha Acquisition Corp.:

| | | | | |
|---|---|---|---|---|
| JAZZ | 2,309,560 | Jan. 18, 2000 | 75-190,743 | Oct. 31, 1996 |
| CANOLIVE | 1,656,943 | Sept. 10, 1991 | 74-034,310 | March 5, 1990 |
| LORIVA | 1,493,354 | June 21, 1988 | 73-691,997 | Oct. 26, 1987 |

| State of Oregon Mark | Reg. No. | Reg. Date | Serial No. | Appln. Date |
|---|---|---|---|---|
| THE NUT BUTTER COMPANY | T26,360 | July 29, 1992 | N/A | N/A |

NOTE: The following registration is current, but will be allowed to expire on July 29, 2002:

| | | | | |
|---|---|---|---|---|
| NUTTIN' BETTER | T26,359 | July 29, 1992 | N/A | N/A |

NOTE: The following mark, registered to Maranatha Natural Foods, Inc., is in the process of being assigned to Maranatha Acquisition Corp.:

| | | | | |
|---|---|---|---|---|
| MARANATHA NATURAL FOODS | T21,378 | Feb. 3, 1987 | N/A | N/A |

## Sunlight Foods, Inc.

1. The fictitious business name statement for the name "Sunspire" filed by the Company in Alameda County is attached.

2. Trademark License Agreement between the Company and FruitSource, dated 8/1/95, expiring 8/1/2005.

3. See Attached.

Revised 2/3/00

**SUNLIGHT FOODS, INC.**
**STATUS OF UNITED STATES TRADEMARKS**

| MARK | STATUS |
|---|---|
| **BAKING BREAK**<br>Serial No. 74/491,265<br>Reg. No. 1,893,256 | Registered 5/9/95<br>Expires 5/9/2005<br>(Section 8 & 15 Affidavit due between 5/9/2000 and 5/9/2001 |
| **BERRY WILD CRITTERS**<br>Serial No. 74/667,339<br>Reg. No. 1,971,290 | Registered 4/30/1996<br>Expires 4/30/2006<br>(Section 8 & 15 Affidavit due between 4/30/2001 and 4/30/2002) |
| **CAROBA**<br>Reg. No. 1,284,507 | Registered 7/3/84<br>Expires 7/3/2004<br>Section 8 & 15 Affidavit filed with PTO on 1/16/90. PTO sent notice 7/30/90 that Section 8 & 15 Affidavit fulfills the statutory requirements and has been accepted by PTO. Registration now incontestable.<br>(Note: when filing renewal application, must also file Section 8 Affidavit.) |
| **CHIP LOGO**<br>Serial No. 73/653,230<br>Reg. No. 1,492,474 | Registered 6/14/88<br>Expires 6/14/2008<br>Section 8 & 15 Affidavit filed with PTO on 7/12/93. PTO sent notice 11/22/93 that Section 8 & 15 Affidavit fulfills the statutory requirements and has been accepted by the PTO. Registration now incontestable. |
| **CRUNCHIES**<br>Serial No. 75/109,853<br>Reg. No. 2,120,523 | Registered 12/9/1997<br>Expires 12/9/2007<br>(Section 8 & 15 Affidavit due between 12/9/2002 and 12/9/2003) |
| **EPIC**<br>Serial No. 75/474,545<br>Reg. No. 2,261,715 | Registered 7/13/1999<br>Expires 7/13/2009<br>(Section 8 & 15 Affidavit due between 7/13/2004 and 7/13/2005)<br>(Note: when filing renewal application, must also file Section 8 Affidavit.) |

**SUNLIGHT FOODS, INC.**
**STATUS OF UNITED STATES TRADEMARKS**

| MARK | STATUS |
|---|---|
| "S"<br>Reg. No. 1,253,883 | Registered 10/11/1983<br>Expires 10/11/2003<br>Section 8 & 15 accepted and acknowledged.<br>Registration now incontestable.<br>(Note: when filing renewal application, must also file Section 8 Affidavit.) |
| SUNDROPS<br>Serial No. 74/199,707<br>Reg. No. 1,748,713 | Registered 1/26/93<br>Expires 1/26/2003<br>Section 8 & 15 accepted and acknowledged.<br>Registration now incontestable.<br>(Note: when filing renewal application, must also file Section 8 Affidavit.) |
| SUNSPIRE<br>Reg. No. 1,250,605 | Registered 9/6/1983<br>Expires 9/6/2003<br>Section 8 & 15 accepted and acknowledged.<br>Registration now incontestable.<br>(Note: when filing renewal application, must also file Section 8 Affidavit.) |
| SUNSPIRE BAT BITES<br>Serial No. 74/570,092<br>Reg. No. 2,009,367 | Registered 10/22/1996<br>Expires 10/22/2006<br>(Section 8 & 15 Affidavit due between 10/22/2001 and 10/22/2002) |
| SUNSPIRE CRYSTAL<br>Serial No. 74/491,264<br>Reg. No. 1,888,701 | Registered 4/11/95<br>Expires 4/11/2005<br>(Section 8 & 15 Affidavit due between 4/11/00 and 4/11/01) |
| SUNSPIRE EARTHBALLS<br>Serial No. 74/497,269<br>Reg. No. 1,930,743 | Registered 10/31/95<br>Expires 10/31/2005<br>(Section 8 & 15 Affidavit due between 10/31/2000 and 10/31/2001) |
| SUNSPIRE SHOOTING STARS<br>Serial No. 74/497,267<br>Reg. No. 1,911,621 | Registered 8/15/1995<br>Expires 8/15/2005<br>(Section 8 & 15 Affidavit due between 8/15/2000 and 8/15/2001) |

**SUNLIGHT FOODS, INC.**
**STATUS OF UNITED STATES TRADEMARKS**

| MARK | STATUS |
|---|---|
| **SUNSPIRE TOFFEE CRUNCH**<br>Serial No. 75/303.574<br>Reg. No. 2.226,738 | Registered 2/23/1999<br>Expires 2/23/2009<br>(Section 8 & 15 Affidavit due between 2/23/2004 and 2/23/2005) |
| **SWEETS-TO-GO**<br>Serial No. 75/560,585 | Application filed 9/28/98 (Intent-to-Use) Notice of Allowance issued by PTO on 7/20/1999. Statement of Use filed on 1/20/2000. Awaiting acceptance of Statement of Use and Certificate of Registration. |
| **TRULY INSPIRED NATURAL**<br>Serial No. 75/415,673<br>Reg. No. 2,201,542 | Registered 11/3/1998<br>Expires 11/3/2008<br>(Section 8 & 15 Affidavit due between 11/3/2003 and 11/3/2004) |

**SUNLIGHT FOODS, INC.**
**STATUS OF FOREIGN APPLICATIONS**

| MARK | COUNTRY | STATUS |
|---|---|---|
| **SUNSPIRE**<br>Application No. 1305283 | European Union | Application filed 9/10/99. |
| **SUNSPIRE**<br>Application No. 1032475 | Canada | Application filed 10/14/99. |
| **SUNSPIRE**<br>Application No. 9627499 | Japan | Application filed 10/25/99. |

| SUNLIGHT FOODS, INC.<br>STATUS OF CALIFORNIA TRADEMARKS | |
|---|---|
| **MARK** | **STATUS** |
| **CAROBA AND DESIGN OF SUN**<br>Reg. No. 62048 | Registered 8/1/80 and renewed in 1990<br>Expires 8/1/2000 |
| **"S" in a fanciful depiction**<br>Reg. No. 65549 | Registered 2/24/82 and renewed in 1992<br>Expires 2/24/2002 |
| **SUNSPIRE**<br>Reg. No. 65548 | Registered 2/24/82 and renewed in 1992<br>Expires 2/24/2002 |