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

06-15-2000

101381668

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Re

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6-13-00

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

Submission Type

- [ ] New
- [X] Resubmission (Non-Recordation) Document ID # 101308141
- [ ] 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: 12/28/1998

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: MARANATHA ACQUISITION CORP.

Execution Date Month Day Year: 12/28/1998

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.)*

FOR OFFICE USE ONLY

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:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

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. # 60

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)		
			1453359	1493354	
			2309560		
			1656943		

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

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		06/08/00
Name of Person Signing	Signature	Date Signed

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

04-06-2000

101308141

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OPR/FINANCE

2-29-00

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04/06/2000 DHGUYEN 00000005 1453359

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Correspondent Name and Address

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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		2/23/00
Name of Person Signing	Signature	Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of December 22, 1998, between MARANATHA ACQUISITION CORP., a Delaware corporation (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. 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 **Credit Agreement**. The words "Credit Agreement" mean the credit agreement of even date herewith, in the principal amount of up to $3,100,000 between Grantor and Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Credit Agreement, including all increases of Indebtedness under the Credit Agreement.

1.4 **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."

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

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

1.7 **Indebtedness**. The word "Indebtedness" means the indebtedness evidenced by the Credit 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.

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

1.9 **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 Credit 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 expenses reasonably incurred 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 Grantor's address 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 its existing locations 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, 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 obligations under the Senior Subordinated Loan Agreement or other Subordinated Debt without

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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 (a) the lien of this Agreement, (b) Permitted Liens and (c) liens securing the obligations under the Senior Subordinated Loan Agreement or other Subordinated Debt. 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 or related companies.

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 $25,000; 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 adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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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 the 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 day's 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.** Not 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 Debtor's expense all necessary cooperation in connection with any such suit, proceeding, or action, including, without limitation, joining as a necessary party.

4. **GRANTOR'S RIGHT TO POSSESSION**. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such 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

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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 Credit 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 Credit 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 Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit 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 Credit 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.

6.4 **Defective Collateralization**. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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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 Credit 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 Credit 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

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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 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.

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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 Credit Agreement.

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

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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 ACQUISITION CORP.

By: Edward D. Lawlor
Its: Secretary

LENDER:

U.S. BANK NATIONAL ASSOCIATION

By: [illegible]
Its: Vice President

1049564.3

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Schedule 1

See attached

EQUIPMENT SCHEDULE

Item Numbers are from Accountants Report

ITEM	IDENTIFICATION	MODEL YEAR	PURC YEAR	COST	QTY
61	2 - Warehouse Terminals			1,250	
62	Phones AT&T Merlin,10-key	86	86	718	2
63	Love Seat Cloth **given away 1/95**	86	86	350	
63	Bookcase Oak, 6' x 4'	86	86	350	
63	Office Desk Oak, 6' x 3'	85	86	1,200	
65	Fujitsu DL2400 Prn Serial # 43072	87	88	2,390	2
65	Battery Backup Data Shield Serial # 304679A	87	88	369	
65	Qume Laser Printer Serial # 342965	87	88	4,295	
66	AT&T Fax 35200 Serial # 8090103 **Trade-in 5/92**	88	88	2,200	
67	Office Desk 2 part Oak 6' x 2-1/2' x 3'	88	88	795	
	End Table w/gl. top Oak 24" x 24"	88	88	378	2
71	Cocktail Table w/glass Oak 24" x 50"	88	88	199	
1002	Conveyor System Bauer #334		86	11,340	
1055	Conveyor - BUYOUT - 10/91			1,050	
1002	Peanut Roaster Bauer #333		86	18,500	
	Repair and Rebuild Bauer Roaster		86	8,000	
1053	Bauer Roaster - BUYOUT - 9/91			800	
1004	Warehouse Shelving Uprights & Beams	85	85	338	4
1005	Hobart Grinder Ser. #1218838 Model #4052-0 **Given Away**		87	550	
1006	Electric Motor 1/2 hp Model # 6KK118	87	87	800	2
1007	Labeling Machine Labellette **Contracted to Sell**		85	4,185.50	
1025	Labellette - BUYOUT - 4/90 **Contracted to Sell**			310	
1008	Custom Taping Mach. #283-211 Model V-1000	83	88	2,000	
1009	Campbel Hausfeld #42088L-099454	88	88	750	
	Compressor (located in Trail mix area)				
1016	Stainless Bin-Oven Custom Made	88	88	500	
	Adding Machine Sharp Compet QS-2602	83	83	169	
	Adding Machine Sharp EL-11975 **Expired 5/91**	85	85	59	
	Adding Machine Sharp EL-1197H **1-Expired 5/91**	86	86	49	2
	Adding Machine Sharp EL-1197S	84	86	30	
	Computer Terminal Wyse - 50 **1-Expired 12/91**	85	86	699	2
	Answering Machine Panasonic KX-T1521 **Donated 6/91**	83	88	199	
	Hobart VCM VCM 40 **Sold 3/94**	75	82	2,200	
	Filing Cabinet Hon 4-Drawer, metal	83	83	129	
	Filing Cabinet Sears 2-Drawer, metal	83	83	39	
	Filing Cabinet Hon 4-Drawer, metal	85	85	100	
	Double Convection Serial # H74-D 368	72	83	2,000	2
	Electric Oven				
	Scale 40-D	83	83	110	
	Work Table Stainless, 10ft.	72	83	350	
	Oven Racks Koch-holds 6 trays	75	83	50	3
	Food Mixer Master, Model U128C	65	83	500	
	Sink, Stainless 2-comp., drain board	75	85	325	
	Cooling Rack A-6-B-181	83	83	290	

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	Office Desk	Metal 3'x5' top	**Donated 8/91**	60	83	125	
	Sink, Stainless 3-comp., drain board			73	83	325	
	Hand Truck	Metal, 5' high		83	85	80	3
	Hand Truck	Metal, 4' high		80	83	57	
	Hand Truck	Metal, 5' high		85	86	80	
	Cooling Rack	Steel PB-20-19	**Tossed out '97**	60	83	20	
	Bowl	Stainless, 1/2 moon		70	83	100	
	Bowl Stand	Aluminum		70	83	35	
	Compressor, Motor Model 52482-14						
	Cooler Model HA 10-S			65	83	350	
	Load Bars	Aluminum, 8' long		83	83	131	4
	Cargo Loops	Aluminum		83	83	111	4
	Steel Cart	5' x 4' 4-wheels		70	83	65	
	Crop Stacker	Plastic 18" x 6" x 12"		83	83	107	12
	Bakers Trays	Aluminum 18" x 26"		75	83	178	36
	Pallet Jack	BS55A		85	85	380	
	Scale	64-D/60 lb.		85	85	238	
	Office Desk	Hand Made		85	85	400	
	Peanut Butter Mill Model # 148				85	13,520.75	
1024	P-Nut Butter Mill - BUYOUT - 4/90					988	
	Work Table	8' - metal Legs, F-Top		80	86	125	
	Shop Vacuum	Chicago Elec. Model # 387		85	86	159	
	Heat Sealer	Model 8-C		75	86	75	
	Work Table	Stainless 4'		75	86	150	
	Squirrel Cage Fan 12-inch			75	86	30	2
	Butchers Worktable 6' wooden top			72	86	350	
	Stainless Shoots 2' x 4" form made			86	86	400	2
	Electric Motor 1/2 hp Model # 601 4.8 amps			77	86	10	
	Pallet Jack	BS 55A		85	86	350	
	Rollers	1-1/2' stand Model 12-HA-SA whl	76		86	50	2
	Aluminum Hood	Special Made		86	86	150	
	Air Hose			85	86	24	4
	Intercom Realistic 2-channel		**Expired 6/91**	85	86	125	3
	Cabinet, Metal 3' x 3' w/drawers			85	86	75	
	Bookcase, Metal 2-1/2' x 4'			85	86	75	
	Computer Print stnd. Metal, 4 wheels (Bob's office)			84	86	118	1
	Office Chair	Aurus (Bob's Office)		86	86	200	
	Office Chairs	Hon #5820	**given away 3/95**	86	86	297	3
	Sofa & Loveseat Cloth			86	87	900	
	Vacuum Packing Mach. Ser.#38168-1262			85	87	3,510	
	Stainless Holding Bins 4' x 2-1/2' x 4'			87	87	1,950	2
	Stainless Mixing Bins 30" x 70" x 8"			87	87	450	2
	Magnet	8" F-4 Super 17		87	87	274	
	Fabricated Sifter Stainless			87	87	450	
	Krones Labeler Rotina 1 S#47-476			80	88	10,000	
	Bucket Conveyor Sys Model CS #76-3151			76	88	7,500	
	Image Edit Unit E2S Panasonic		**Trade in '89**	88	88	525	
	Peanut Hopper Stainless, Custom			88	88	250	
	Time Card Machine Lathem Time Clock			88	88	249	
	Roller Conveyor 90 degree 5' 10' str			70	88	550	

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	Warehouse Racking Uprights & Beams		88	88	2,000	42
	Lift Truck	Hyster S35XL		88	15,400	
1166	Hyster - BUYOUT - 8/93				4,000	
	Capper	Resina S-51		88	10,500	
	Blancher	Bauer		88	4,500	
	Filling Machine	Elgin Twin-Piston	72	88	9,500	
1032	Elgin Filler - BUYOUT - 10/90				982	

68	1/89	2'x3' Oak End Table Glass top		89	188.00
69	3/89	6' Counter, 3 drawer, formica Top	handmade	89	295.00
70	1/89	Computer Program			1,600.00
72	4/89	Loveseat and End Table			333.00
73	4/89	Scanner Software			449.00
74	3/89	Alarm System	Digital	89	2,457.00
75	7/89	Hewlett Packard Scan Jet Plus	Hewlett	89	1,358.95
76	7/89	Office Credenza 6' Oak		89	749.00
77	7/89	Phone System (used) **Trade-in 6/91**	Merlin	84	273.70
79	7/89	Office Credenza 6' Oak		89	799.00
80	11/89	Executive Chair	1600	89	499.00
80	11/89	Plan Hold Light Table	18x24	89	306.95
80	11/89	Merlin Head Set	Supra 502A	89	324.00
81	12/89	Sears Electric Typewriter used		82	300.00
82		Computer Compaq Desk PN 386-S **Monitor Died -785.00**		84	7,750.00
83	1/90	36" x 60" Cork Board			228.76
84	2/90	2-Sharp Calculators	EL2630A **1-DIED**		238.00
85	1/90	Compaq Computer Modem Ram			1,128.00
86	3/90	4MB Memory Modem			800.00
87	6/90	Computer Program			199.00
88	6/90	2-Wyse Terminals used	**Expired** 1-2/93 1-5/93		360.00
89	7/90	Surge Suppressor & Cable			273.80
90	7/90	Smart Program for computer			1,595.00
91	7/90	Refrigerator used **Died 12/12/94**	Amana 18	80	200.00
92	8/90	AT&T Phone	BIS 10		365.00
92	8/90	Computer Parts			2,613.00
93	10/90	Cellular Phone			849.00
94	10/90	Battery Backup SN:P960711065	APC 600LS		699.00
95	10/90	Modem			895.00
96	12/90	Wholesale Distribution Program			1,895.00
97	12/90	Modem & Terminal			1,414.00
98	12/90	Canon Copier	NP3825	90	8,172.00
99	11/90	Fujitsu Printer FUJ-C02400	DL2400		850.00
100		Computer System Compaq 420 **Lease/Returned 5/9/95**		90	22,709.00
101	1/91	Compaq 386/332 Computer SN:6046HAS20458 120		91	12,059.00
102	1/91	Hon Formica Top Desk			580.00
103	1/91	Compaq 5-1/4" 12 MB Drive			195.00
104	3/91	Computer Pricing Program			350.00
105	4/91	Merlin 22 Button Phone	ATMC-1554		395.00
106	5/91	AT&T Page Pac 20 PA System w/Speakers			1,280.00
107	5/91	Fujitsu Printer SN:060770	DL 5600		1,495.00
108	5/91	Pictures			479.40
109	5/91	Basic Station Module Phone SN:90931991602			1,337.82
110	6/91	Computer Programs			4,015.00
111	6/91	Lazer Master Printer SN:EFET08802	1000		8,159.00
112	6/91	Bretford Fax Stand	Fax-2		279.00
112	6/91	Uni Printer Stand (double)	5-PB.OK		210.00
113	6/91	Wyse Terminal SN:00011401405 50-G	**(Sold $100 3/13/95)**		379.00
114	6/91	3-Surge Protectors	MIC-A-50453		297.00
115	6/91	Pictures			501.74

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116	7/91	2-Merlin Phones	BIS-22D		668.96
117	8/91	Oak Top Desk 72x30 w/Attached 24x40			1,185.09
118	9/91	Pictures			316.50
119	10/91	Hon Room Divider	WP-6737		1,285.50
120	11/91	Oak Top Desk 72x30 w/Attached 24x40			1,185.09
121	12/91	Office Chair Hon (brown) **given away 3/95** 7901			136.50
121	12/91	Pictures			624.74
122	12/91	Computer Program Report Writer		91	1,360.00
123	7/91	Merlin II Phone System			16,134.78
129	11/91	Fence			2,550.00
149	1/92	SOS Alarm			571.40
150	3/92	Wyse WY 150 White-2 SN:OJB12101996(cp) & OJB12102003(rp)			838.00
151	3/92	Wall Hangers for partition	ELD-8105		227.16
152	4/92	Computone Board			2,963.40
153	5/92	Compaq DP 486/50M Color Computer	340		12,033.00
154	5/92	Fax Machine Canon Fax SN:UBE04566	L780		3,900.00
155	6/92	2-door cabinet w/slide doors			340.00
156	6/92	Battery Backup APC SmartUPS	1250		1,000.00
157	7/92	Display Booth			6,538.00
158	8/92	Artwork for Booth			1,018.00
167	6/93	Car Phone			250.00
168	3/93	LapTop Computer SN: 9302HDL60984	Compaq LTE		6,500.00
169	4/93	Standing Cabinet - Custom made			545.00
170	3/93	Wall Cabinet w/Glass doors - Custom made			535.00
171	6/93	Wyse Terminal White SN: OJB13403870(dl)	WYSE 150		390.00
171	9/93	Wyse Terminal White SN:OJB13502235(jb)	**DIED**		390.00
172	11/93	Work Room Counter			475.00
173	4/93	New Front			570.00
174	5/93	Copy room Ceiling, Light Fixtures			1,796.00
182	4/94	Wall Cabinet (workroom)			525.00
183	4/94	HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511			2,095.00
184	5/94	Tall Office Chair			365.00
185	5/94	Payroll Computer Program			1,300.00
186	6/94	Computer Hard Drive 345MB SN:D50B23SS			424.00
187	8/94	Okidata Printer Model ML590+ SN: S406A0089725 (Ck printer)			750.00
188	12/94	Bob's Love Seat - Dr.Brown Leather			2,000.00
189	12/94	2 Leather Chairs 1-Red, 1-Green			1,800.00
190	12/94	Chris' Love Seat - Brown Leather			1,564.00
191	4/94	Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2			28,694.00
191	4/94	Warehouse Cooler			22,955.00
1010	8/89	5-16' Beams - Warehouse Rack			510.00
1011	8/89	4-11'4" Beams - Warehouse Rack			228.00
1011	8/89	12-12' Beams - Warehouse Rack			625.60
1011	8/89	36-7'6" Beams - Warehouse Rack			850.48
1011	8/89	4-7' Beams - Warehouse Rack			100.00
1013	8/89	Capelemeter Cooler 2 HP 3Phase		89	1,357.47
1014	8/89	11-16'x44 Frames - Warehouse Rack			1,059.83
1014	8/89	2-Supports - Warehouse Rack	HS-6		86.60
1015	9/89	20" Bob Cat Floor Machine	Bob Cat	89	1,191.15
1017	10/89	Conveyor			700.00

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1018	10/89	Roaster Magnet Model P		89	419.96
1019	11/89	Krones 8oz Capper	GR 1-450	89	1,199.28
1020	12/89	Clarke Little Laser Pressure Washer Clarke		89	864.00
		and Accessories			775.00
1021		Filling Machine Mateer-Burt Twin Auger		89	12,000.00
1022	1/90	Stainless conveyor Table			491.00
1023	4/90	Logotype Printer for Boxes			201.14
1026	7/90	Stainless Mixing Table			695.00
1027	8/90	Scale weighs 75#			250.00
1028	9/90	5-LM20 44-192 Shelving for Warehouse			447.65
1028	9/90	3-LM20 44-192 Shelving			268.59
1028	9/90	26-LBF 454-120 Shelving for Warehouse			527.38
1029	11/90	P-nut Mill Style 248C Size 18" 60 HPmotor Bauer 59			5,500.00
1030	10/90	Capper Parts			1,736.30
1031	10/90	Unscrambler Disc. Table 41" Diameter			858.00
1033	11/90	Shelving			1,255.00
1034	12/90	Marburg Capsealer			22,461.00
1035	1/91	Large Mill Stand-Special Made			1,725.00
1036	1/91	Oil Pump			1,598.50
1037	2/91	Conveyor System for Large Mill	Flexicon		7,988.00
1038	2/91	Weightronix Scale	DSFS3030-01		3,375.00
1039	2/91	Electric Soft Start			14,244.00
1040	2/91	Rebuild Large mill			7,954.00
1041	2/91	Pallet Jack	BS 55A		405.00
1042	4/91	Ladder w/Shelf 9'High on Wheels	32H7SD		432.50
1043	4/91	Filler for Lg. Mill - Change over parts			1,153.74
1044	4/91	10" F-4 Series Magnet			378.50
1045	4/91	Barrel Conveyor 5'x2-1/2'x4" High			288.06
1046	5/91	Granulator-Bauer SN:C79524	365C		4,839.39
1047	5/91	Cooling Tower Rebuilt			6,565.00
1048	5/91	Blancher Rebuilt			2,932.00
1049	6/91	Stainless Covers for Bins-Special Made			462.25
1050	6/91	Band Capper Addition			628.00
1051	8/91	Stainless Pipe for Cooling Tower-Special			795.25
1052	8/91	Econo Jet SC top Coder Printer SN:50239			6,515.10
1054	9/91	Cooler-Warren SN:FJ1212941	SAH200FC		807.61
1056	10/91	8-LBF 404-090 Beams-Warehouse Racking			157.44
1057	11/91	Capper Parts			1,500.00
1058	11/91	Heavy Duty Machine Stand 12"x24"x19"-Special			150.00
1058	11/91	Equipment Stand			761.00
1059	4/91	Simplex V-100 Filler			17,440.00
1130		Van 1979 Dodge Van		82	5,500.00
1131		Truck 1977 Freightliner		77	21,500.00
1132		Trailer 1969 Utility 35'		84	7,500.00
1135		Truck 1986 Freightliner	Trade in 2/96	90	17,900.00
1136		Trailer 1984 Great Dane 45'		90	16,000.00
1137	12/90	Stereo for the Truck			900.00
1138	1/91	Truck Phone			808.95
1139	5/92	Warehouse Beams			472.32
1140	6/92	199pc Craftsman Tools,2pc 10 DrawerChest Waterloo		600	609.96

TRADEMARK
REEL: 002089 FRAME: 0699

1141	7/92	Computer Color Control for Ovens			3,269.75
1142	9/92	80 Gal Air Compressor - Devilbis Mod.#RA5K80V1D (bakery)			799.99
1143	9/92	Stainless Legs for Trail Mix Table			639.87
1144	9/92	Vacuum Impulse Sealer	PV30		5,110.50
1145	9/92	Stainless Trail Mix Table			1,197.00
1146	10/92	Stainless Legs for Trail Mix Table			639.87
1147	11/92	Beams & Supports			236.38
1148	12/92	Air Compressor			81.00
1159		Van 1993 Dodge Ram Van		93	18,043.00
1161	3/93	Air Compressor			689.00
1162	3/93	Wash Sink			290.00
1163	3/93	Lockers 3 sets of 6 3'L x 15"W x 78" H			840.92
1164	5/93	Chop Saw			320.00
1165	7/93	Scale Stands Rubbermaid 4500 Carts 3 @ 100.00=			300.00
1175	4/94	Warehouse Cooler - Door			7,399.00
1176	5/94	Cooler			3,251.00
1177	5/94	Warehouse Shelving			1,556.50
1178	6/94	Oven Door			2,812.00
1179	9/94	Air Hose			1,182.83
1180	9/94	Warehouse Shelving			593.00
1181	10/94	Warehouse Beams			168.00
	3/89	Simplex Piston-filler SN:4898	A-5	85	5,989.00
	10/89	Sharp Calculator	EL2630A		119.00
	2/90	Okidata Board & Modem SN:7091709A	2400 **Trade-in 1/91**		353.00
	11/90	Formica Counter Tops			349.97
	11/90	Artwork Cabinet Stacor	K4028-PG	90	450.00
	11/90	2-drawer File Cabinet 4 @ 107.99ea Hon		90	431.96
	1/91	2-Hay Ultra Modem SN:A00420003583 & 3474	G-50135		2,090.00
	1/91	Tuthill Pump Model BCM9049MCQX			1,598.50
	1/91	Wet-Dry Vacuum SN:043599 **Expired 3/93**	387		179.99
	1/91	Meco Drum Stand	W12P		126.25
	3/91	1 - 6' Step Ladder	WER 7206		99.95
	3/91	1 - 8' Step Ladder	WER 7208		136.95
	4/91	Krups 12 Cup Coffee Pot **DIED**			99.99
	5/91	2-Sharp Calculators	EL2630A		238.00
	5/91	Wet-Dry Vacuum SN:001872 5A0-0121	387		179.99
	9/91	Surge Protector	MIC-A-50453		99.00
	9/91	Chairmat 48"x60" - 2	2373 **TOSSED OUT 10/98**		97.96
	10/91	Oak Wall Mount Coat Rack			55.00
	10/91	Sharp Calculator	EL2630A		89.95
	10/91	2-3'x4' Cork Boards			75.50
	11/91	8-LM20-44-192 Frames - Warehouse Racking			760.24
	11/91	Handtruck E-Z off	#100		86.88
	11/91	2 - 6' Step Ladder	WER 7206		212.00
	4/92	Dirt Devil Can Vacuum	2003		79.89
	8/92	Dial Scale w/Air Dashpot SN:71592-3	M-75PK		294.66
	12/92	Postal Scale			111.91
	3/93	Shelving & Frame			342.14
	3/93	Shop Vacuum SN: ZGS-100S			127.94
	4/93	Cork board 3' x 5'			66.50

8/93	Scale Stand	100.00
10/93	2 Hand Trucks	182.00
12/93	2-Exhaust Fans-Patton High Vel SN:93 U23 144504 &144506	150.00
12/93	Warehouse Beams	39.26
1/94	Riteway Exhaust Fan Model #5K49UG8001	160.00
1/94	Bakery Scale Accu-Weigh 2 Units SN: 76A 13968 & 76A 02653	295.00
4/94	Flex Tube	85.93
4/94	3 Surge Protectors	195.00
7/94	Fiberglass 6' Ladder Item #51661 Model 6056S	57.99
7/94	2 Floor Stand Fans SN: 30104419 & SN:40205186 **Tossed out '97**	39.94
7/94	2 - 3' x 5' Cork Boards	144.00
8/94	Computer Program Upgrade	258.00
11/94	Expresso Machine	359.20
11/94	Ladder	188.00
12/94	Mini Blinds for warehouse	562.31
12/94	Whirlpool Refrigerator	589.00
12/94	Pictures - Giraffe	395.00
12/94	2-Pictures - Pond Set	338.00
12/94	2-Pictures - Daylight Train, B/W Landscape	1,183.00
12/94	Calculator Sharp EL-2360GII	103.99
12/94	2 Wyse Terminals SN:OJB14500142 & OJB14500952 2 @ 390.00	780.00
1/95	PH Tester - Phydrion	83.00
1/95	Computer Upgrade - WD & PO	706.50
2/95	Shelving for Warehouse	420.18
2/95	Calculator Sharp EL-2630GII	103.99
2/95	2-Pictures - Zoo, Spanish Mission	575.00
3/95	9 Haworth Office Chairs	2,795.85
3/95	2 Okidata Printers SN:412B0111360 & 412B0111326	1,495.00
3/95	Picture - Salad Man	501.02
3/95	Cabinets for work room	900.00
3/95	Kitchen and Bath Cabinets	1,395.00
3/95	Upgrade Computer Software - All Modules	5,234.95
4/95	Upgrade Computer Software	706.50
4/95	Stainless Steel Stand Large Scale	458.00
4/95	Beams for Warehouse	74.40
4/95	Air Cooling System (roof unit)	2,666.00
4/95	Alarm Upgrade	2,110.76
5/95	Beams for Warehouse	74.40
5/95	2 Insect Traps	1,050.60
5/95	Compaq 586 Computer	30,740.00
2/98	Computer - BUYOUT -	1.00
5/95	Cabinets for Jeff's Office	3,000.00
5/95	Truck tape player	339.90
5/95	Upgrade Computer Software - WD & PO 7.0	900.00
6/95	Picture - O'Jerusalem	451.00
6/95	Westmark Printer for labels SN:9514138	5,525.81
6/95	2 Bose Radios	718.00
6/95	2 Insect Traps	1,066.74
6/95	New Computer Card	300.00

6/95	Software for Label Printers	1,444.00
7/95	Westmark Printer for Labels SN:9514066	5,125.92
7/95	Water Purifier w/Extra Filters	870.00
8/95	Shelving Cart for Cooler	494.23
8/95	Loose Loop Labeling System	24,819.00
8/95	2 Computers Deskpro XL 5/100	10,419.00
8/95	Network System - Netcon 6.01	3,743.00
8/95	Network System (Wiring & User Fees)	3,212.00
8/95	Cable Cutters	118.82
8/95	Hydrometer & Sling	323.05
8/95	Thermometer	327.93
8/95	Surge Suppressor Powertrax 2000	69.00
9/95	Replace Cooler & Fans	15,240.00
9/95	Scanner AX-1200 Scantouch	1,279.00
9/95	Surge Suppressor Powertrax 2000	69.00
9/95	Battery Charger	65.95
9/95	Thermometer	331.30
9/95	Enhanced Keyboard	99.00
9/95	New Frame for Gourds Picture	75.00
9/95	New Frame for Indian/Horse Picture	228.00
10/95	Cooling Tower Screens	1,928.00
10/95	Hard Drive - Removable Disc Syquest 270MB	629.00
10/95	Computer Color Board	1,449.00
10/95	Computer Memory Upgrade	879.00
10/95	Office Vacuum - Royal	599.00
10/95	Surge Suppressor Powertrax 2000	69.00
10/95	Picture - Gourds	299.00
10/95	Picture - Horses	835.00
11/95	Honey Pump	2,461.22
11/95	CD Rom Drive SN: 1Z4E51110214160393	599.00
11/95	Payroll Computer Upgrade - ABS	225.00
11/95	Picture - Sunflowers	126.00
11/95	Night Backup Software 3.5 UNIX	300.00
12/95	Cardboard Cart	490.88
12/95	New Electrical	33,702.00
12/95	3 Modems Deskporte 28.8S	543.00
12/95	Hammer Drill	579.95
12/95	Hole Shooter	139.99
12/95	15 Sheet Pans	110.25
12/95	In/Out Board	135.99
1/96	Dryer Screens	1,832.00
2/96	'93 Freightliner	49,900.00
2/96	Elgin RPF8	120,224.06
2/96	Cantrell 75hp New Mill	37,217.17
2/96	75hp Mill Hoppers	3,853.00
2/96	Flexicon Auger Conveyor	14,361.45
2/96	Box Taper	98.50
3/96	75hp Mill Chute	444.00
3/96	Mill Platforn w/Steps	8,825.00
3/96	Lazer Jet Printer LJ4M Plus PS LVL2 6MB SN:JPGF035178	2,035.00

TRADEMARK
REEL: 002089 FRAME: 0702

3/96	Rubbermade Cart w/Shelves	220.70
3/96	Pallet Truck	490.00
3/96	Media Holder (Disc Drawer)	69.03
3/96	Crunchy Feeder Acrison Model 101-G/2	4,196.00
3/96	Peanut Chute	96.00
3/96	Drill bits	75.44
4/96	Battery Backup 600 UPS 386	295.75
4/96	Honey Auger	145.00
4/96	Battery Backup 1400VA	689.75
4/96	Simplex Bucket Piston filler	1,976.18
4/96	Battery Charger	42.37
4/96	Surge Protector	69.00
4/96	Honey Auger Stand	440.00
5/96	Honey Feeder Acrison Model 105X-G	5,627.82
5/96	Wyse Terminal White SN:OJG15800213 (jb)	478.00
6/96	AT&T Phone System Buyout	1.00
8/96	Ladder 4' 2-sided	130.69
8/96	Jar conveyor & accumulating Table (Garvey)	12,471.85
9/96	Ladder 8'	119.91
9/96	DMX 600 Printer	2,524.71
9/96	Box Taper Packing Table	1,041.58
10/96	Shop Vac	198.93
10/96	Hand Truck	90.25
10/96	Rotary Capper (Pneumatic)	160,313.34
11/96	Rubbermaid Cart 24x36x32-1/4" w/shelf	393.95
12/96	Control Board Stand	5,475.35
12/96	Filler Conveyor	486.90
12/96	Ladder 8'	119.91
1/97	24' Ladder	192.78
2/97	Parts Carts 3-pieces	223.10
2/97	Bulletin Board	31.69
2/97	Step Stool w/Box (2)	78.61
2/97	Orbit Jar Cleaner (McBrady)	50,914.60
2/97	Rotary Capper/replacement parts	8,946.55
2/97	Page Horn for Warehouse	101.00
2/97	Computer Memory Upgrade	149.00
3/97	Office Desk w/corner connector (Jeff's)	1,592.00
3/97	Diamond Plate Rubber Mats	231.93
3/97	Flexicon Conveyor/Tube & auger	3,329.19
3/97	Butter Pump (Monroe)	12,418.52
4/97	Bakery Exhaust System	3,080.78
4/97	Time Card rack	55.75
4/97	Auger Conveyor (Flexicon)	13,837.50
4/97	Jar Butter Pump SS Frame	1,760.00
5/97	Warehouse Cooler #2	33,235.00
5/97	Time Card rack	55.75
5/97	Calculator **Replaced 7/97**	105.00
5/97	Shop Vacuum	172.94
5/97	Coffee Maker	59.99
5/97	Table Legs Bulk Mill scale	140.05

TRADEMARK
REEL: 002089 FRAME: 0703

5/97	Stand/Capper & jar cleaner	113.00
5/97	Chute from mill to pump	363.00
6/97	S/S Table for Scale	223.50
6/97	Legs for Vacuum Pack	178.20
6/97	S/S Stand for Conveyor	339.00
7/97	Calculator Sharp EL-2630GII	105.00
7/97	Electric Pallet Jack	4,038.70
7/97	Integrated Box Conveyor	46,523.70
7/97	Flexicon Bag System #1	19,168.21
7/97	Air Door for Cooler #2	1,703.60
8/97	Juicer	189.99
8/97	Wrenches	354.94
8/97	Drill Bits	118.92
8/97	S/S legs for Vacuum Pack	178.00
9/97	Drill Bit Sharpener	101.40
9/97	Bakery Grey Totes	140.94
9/97	Flexicon Bag System # 2-Bulk	18,613.57
10/97	DMX Printer # 2 - Labels	5,527.01
10/97	Hyster E35XM Forklift - Warehouse	25,291.10
10/97	Whirlpool Microwave Oven	129.00
11/97	Hyster W30XTA Forklift - Bakery	12,404.00
11/97	17" SVGA Computer Monitor	785.00
12/97	Fluorescent Lighting - Mfg	3,896.25
12/97	Sump Ejector	2,091.05
1/98	Install Bag System #2-Bulk	566.00
1/98	Recorder	87.76
3/98	UPS Software Upgrade	300.00
4/98	12 Grey Totes	100.74
6/98	Pan Rack for Bakery	220.00
6/98	Surge Protector	39.00
6/98	6 - Label Holders **1-Sold**	233.92
5/95	Gram Scale	462.95
7/98	1 - Hand Truck with 2 1/2" Wheels - Blue	98.80
7/98	Fax Machine #2	1,350.00
7/98	60# Weightronix Scale	1,299.00
7/98	6 - Fans	167.94
8/98	Strapping Machine	903.50
8/98	Color Printer	397.99
9/98	Y2K Factory Computer	1,095.00
9/98	Y2K Netcom Program	785.00
10/98	2-chair matts 46x60	144.00

TRADEMARK
REEL: 002089 FRAME: 0704

Schedule 2

See attached

List of Intellectual Property

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

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.

Phone: (503) 986-2200
Fax: (503) 378-4381

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327

Trade and Service Marks—Assignment or Cancellation

For office use only

Check the appropriate box below:

[X] TRADE AND SERVICE MARK ASSIGNMENT
(Complete only 1, 2, 3, 4, 5, 6, 7, 8, 9, 12)

[ ] TRADE AND SERVICE MARK CANCELLATION
(Complete only 1, 2, 3, 4, 10, 11, 12)

Registry Number: T26360

Attach Additional Sheet if Necessary
Please Type or Print Legibly in Black Ink

1) CORRESPONDENT NAME AND MAILING ADDRESS
Jerry Jacobson, Attorney
PO Box 4687
Medford, OR 97501

2) OWNER OR ASSIGNOR'S NAME AND ADDRESS
Maranatha Natural Foods
710 Jefferson
Ashland, OR 97520

3) DATE MARK WAS ORIGINALLY FILED
7/29/1992

4) DESCRIPTION OF TRADE OR SERVICE MARK
The Nut Butter Company

ASSIGNMENT ONLY

5) CLASS NUMBER(S) FOR WHICH MARK WAS REGISTERED
129,130,131

6) NAME AND BUSINESS ADDRESS OF ASSIGNEE

7) IF THE ASSIGNOR IS A CORPORATION, ENTER THE STATE OF INCORPORATION.
Oregon

8) IF THE ASSIGNEE IS A CORPORATION, ENTER THE STATE OF INCORPORATION.

9) EXECUTION
Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign onto the ASSIGNEE all right, title, and interest in and to the mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark), and the registration thereof.

Assignor Signature:

Title:

Date:

CANCELLATION ONLY

10) REGISTRY NUMBER

11) EXECUTION

Signature:

Date:

12) CONTACT NAME

DAYTIME PHONE NUMBER

FEES

Make check for $10 payable to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

CR172 (Rev. 5/96)

Phone: (503) 986-2200
Fax: (503) 378-4381

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327

Trade and Service Marks—Assignment or Cancellation

For office use only

Check the appropriate box below:

[X] TRADE AND SERVICE MARK ASSIGNMENT
(Complete only 1, 2, 3, 4, 5, 6, 7, 8, 9, 12)

[ ] TRADE AND SERVICE MARK CANCELLATION
(Complete only 1, 2, 3, 4, 10, 11, 12)

Registry Number: T26359

Attach Additional Sheet if Necessary
Please Type or Print Legibly in Black Ink

1) **CORRESPONDENT NAME AND MAILING ADDRESS**
Jerry Jacobson, Attorney
PO Box 4687
Medford, OR 97501

2) **OWNER OR ASSIGNOR'S NAME AND ADDRESS**
Maranatha Natural Foods
710 Jefferson
Ashland, OR 97520

3) **DATE MARK WAS ORIGINALLY FILED**
7/29/92

4) **DESCRIPTION OF TRADE OR SERVICE MARK**
Nuttin'Better

ASSIGNMENT ONLY

5) **CLASS NUMBER(S) FOR WHICH MARK WAS REGISTERED**
129,130,131

6) **NAME AND BUSINESS ADDRESS OF ASSIGNEE**

7) **IF THE ASSIGNOR IS A CORPORATION, ENTER THE STATE OF INCORPORATION.**
Oregon

8) **IF THE ASSIGNEE IS A CORPORATION, ENTER THE STATE OF INCORPORATION.**

9) **EXECUTION**
Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign onto the ASSIGNEE all right, title, and interest in and to the mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark), and the registration thereof.

Assignor Signature: _____

Title: _____

Date: _____

CANCELLATION ONLY

10) **REGISTRY NUMBER**

11) **EXECUTION**

Signature: _____

Date: _____

12) **CONTACT NAME**

DAYTIME PHONE NUMBER

FEES

Make check for $10 payable to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

CR172 (Rev. 5/96)

AMENDMENT OF SECURITY AGREEMENT

AMENDMENT OF SECURITY AGREEMENT dated as of August 2, 1999, by and between **MARANATHA ACQUISITION CORP.**, a Delaware corporation ("Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

W I T N E S S E T H :

A. Pursuant to a security agreement dated December 22, 1998 (the "Security Agreement"), Grantor granted to Lender a security interest in certain collateral described therein to secure all indebtedness under a certain credit agreement between Grantor and Lender dated December 22, 1998, in a principal amount of $3,150,000.

B. Pursuant to a credit agreement of even date herewith, Lender has loaned or agreed to loan to **MARANATHA HOLDING CORP.**, a Delaware corporation ("Borrower"), the additional sum of $3,000,000.

C. Grantor is a wholly-owned subsidiary of Borrower and will benefit directly and indirectly from the loan to Borrower.

D. As a condition precedent to making the loan to Borrower, Lender has required that Grantor amend the Security Agreement such that it secures the additional indebtedness.

NOW, THEREFORE, the parties agree as follows:

1. Section 1.3 of the Security Agreement is hereby amended and restated to read in its entirety as follows:

> "The words 'Credit Agreement' mean collectively (a) the credit agreement dated December 22, 1998, between Grantor and Lender providing for a Revolving Loan Note in the amount of $1,250,000, a Fixed Asset Term Loan Note in the amount of $1,250,000, and a Real Estate Term Loan Note in the amount of $600,000; and (b) the credit agreement between Borrower and Lender dated as of August 2, 1999, providing for a Revolving Loan Note in the amount of $1,750,000 (which replaces the Revolving Loan Note provided for in the credit agreement between Grantor and Lender) and a Term Loan Note in the amount of $2,500,000."

TRADEMARK
REEL: 002089 FRAME: 0710

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 ACQUISITION CORP.

By: _____
Title: PRESIDENT

U.S. BANK NATIONAL ASSOCIATION

By: _____
Title: Vice President

TRADEMARK
REEL: 002089 FRAME: 0711

SECOND AMENDMENT OF SECURITY AGREEMENT

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

W I T N E S S E T H :

A. Pursuant to a security agreement dated December 22, 1998, as amended 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 credit agreement between Grantor and Lender dated December 22, 1998, in a principal amount of $3,150,000, and a certain credit agreement between Maranatha Holding Corp., a Delaware corporation ("Borrower"), and Lender, dated August 2, 1999, in a principal amount of $4,250,000.

B. Pursuant to a restatement and amendment of the second credit agreement, Lender has loaned or agreed to loan to Borrower the additional sum of $1,500,000.

C. Grantor is a wholly-owned subsidiary of Borrower and will benefit directly and indirectly from the loan to Borrower.

D. As a condition precedent to making the loan to Borrower, Lender has required that Grantor amend the Security Agreement such that it secures the additional indebtedness.

NOW, THEREFORE, the parties agree as follows:

1. All of the assets acquired by Grantor pursuant to the asset purchase agreement between Grantor and Loriva Supreme Foods, Inc., dated as of February 10, 2000, including without limitation the items listed on Schedules 2.1(b) through 2.1(l) attached hereto, shall secure the Indebtedness (as that term is defined in the Security Agreement) and are hereby added to the definition of "Collateral" contained in Section 1.2 of the Security Agreement.

2. Section 1.3 of the Security Agreement is hereby amended and restated to read in its entirety as follows:

> "The words 'Credit Agreement' mean collectively (a) the Credit Agreement between Grantor and Lender dated December 22, 1998; and (b) the First Amended and Restated Credit Agreement between Borrower, Grantor, Sunlight Foods, Inc., and Lender dated as of February 10, 2000; together with all amendments and restatements of either Credit Agreement, renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for either Credit Agreement, including all increases of Indebtedness under either Credit Agreement."

TRADEMARK
REEL: 002089 FRAME: 0712

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

4. 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 ACQUISITION CORP.

By: _____
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION

By: _____
Title: Vice President

TRADEMARK
REEL: 002089 FRAME: 0713

Schedule 2.1(b)

TANGIBLE PERSONAL PROPERTY

Attached

FFDOCS1\254917.1

LORIVA COMPANY OWNED ASSETS

Prepared by Mario D.

SEE SEPARATE LIST FOR BOTTLING (PRODUCTION FILLING LINE) EQUIPMENT - SEPT. 99

ASSET DESCRIPTION	QTY	Purchased from	Purchase Date
OFFICE AREA FURNITURE/EQUIPMENT&SUPPLIES LISTED BELOW:			
DESKS - 30"W x 60"L	4		
CHAIRS	4		
TABLE TOPS ONLY (NO DRAWERS)	4		
FILE CABINETS - 5 DRAWER	3		
FILE CABINETS - 4 DRAWER	1		
FILE CABINETS - 3 DRAWER	1		
LATERAL FILE CABINET - 4 DRAWER	1		
BOOKSHELF,WHITE, 5 SHELF (FOR DISPLAY IN MAIN OFFICE)	1		
BOOKSHELF, 3 SHELF (VICKY'S CUBICLE)	1		
BOOKSHELF, 5 SHELF- MARIO'S OFFICE	1		
LITERATURE ORGANIZATION RACKS -36 COMPARTMENT	2		
MAGNETIC PLANNING BOARDS - MARIO'S OFFICE	3		
WIPE BOARDS	1		
CORK BOARDS	3		
STAPLERS	4		
TAPE DISPENSERS	4		
HOLE PUNCHERS	4		
CLIPBOARDS	5		
ROLODEXS	3		
MITA DC-1560 COPY MACHINE & Floor Stand Cabinet - I.D. 36097	1	IKON OFFICE SOLUTIONS	
CANNON FAXPHONE B640 BUBBLE JET FACSIMILE	1		
TYPEWRITER, ELECTRIC- BROTHER MODEL# GX-6750	1		
AT&T (LUCENT TECH) ANSWERING SYSTEM WITH TIME/DAY #1325	1		
TEXAS INST. TI5630 ADDING MACHINE	1	OFFICE DEPOT	Mar-98
SHARP ELECTRONIC PRINTING CALCULATOR EL-1626	1		
VICTOR ELECTRONIC PRINTING CALCULATOR 1460-2	1		
NEC MULTI LINE PHONES	6	TELE-PRO,Ronkonkoma,NY	

LORIVA COMPANY OWNED ASSETS

Prepared by Mario D.

SEE SEPARATE LIST FOR BOTTLING (PRODUCTION FILLING LINE) EQUIPMENT - SEPT. 99

ASSET DESCRIPTION	*QTY*	Purchased from	Purchase Date
COMPUTER EQUIPMENT LISTED BELOW			
Rebuilt Ocean P120 Pentium Mini-tower peer to peer "File Server"	1	GIM Electronics, NY	Oct-97
with new HP T3000 1.6GB tape back up-Colorado backup software			
16MG RAM, 2.1 GB HDD, CD ROM, WIN95 Installed-NETWORK ready			
Peachtree Accounting Software- Y2K compliant installed			
Microsoft Word / Excel 7.0 Version Software installed			
Keyboard, mouse and AcerView 34T UVGA 14" color Monitor			
Internal Modem - Internet Ready- MicroSoft INTERNET EXPLORER			
Total Peripherals Desktop Computer (80486) - 486DX-2 66 MGHTZ	2	HILLTOP COMPUTING CO., CORAM, NY	
16MG RAM, 1.56 GB HDD, CD ROM, WIN95 Installed-NETWORK ready			
Peachtree Accounting Software- Y2K compliant installed			
Microsoft Word / Excel 7.0 Version Software installed			
Keyboard, mouse and AcerView 34T UVGA 14" color Monitor			
Internal Modem - Internet Ready			
Internal Modem - Internet Ready- MicroSoft INTERNET EXPLORER			
COMPUTER ACCESSORY EQUIPMENT LISTED BELOW			
XEROX DOCUPRINT P12 LASER PRINTER	1	OFFICEMAX	
NEC PINWRITER P5300 HIGH-SPEED MATRIX PRINTER-136 Column	1	Corbit Business Micro Systems,Hauppauge,NY	Jan-90
EPSON LQ-570+ MATRIX PRINTER	1	OFFICE DEPOT	

LORIVA COMPANY OWNED ASSETS

Prepared by Mario D.

SEE SEPARATE LIST FOR BOTTLING (PRODUCTION FILLING LINE) EQUIPMENT - SEPT. 99

ASSET DESCRIPTION	QTY	Purchased from	Purchase Date
PRODUCTION/WAREHOUSE FURNITURE/EQUIPMENT/SUPPLIES LISTED BELOW:			
DESKS	4		
CHAIRS	4		
EQUIPMENT TABLE TOPS	1		
FILE CABINETS - 5 DRAWER	1		
FILE CABINETS - 3 DRAWER	1		
METAL STORAGE CABINET - 2 DOOR- 3' x 6'	3		
WIPE BOARDS	1		
CORK BOARDS	1		
STAPLERS	2		
TAPE DISPENSERS	2		
CLIPBOARDS	4		
LUNCH ROOM TABLE	1		
LUNCH ROOM CHAIRS	4		
REFRIGERATOR	1		
MICROWAVE	1		
ACROPRINT TIME CLOCK - MODEL# 125	1		
INVENTORY RACKING-CONNECTING- 8' WIDE (WAREHOUSE AREA)	24		
MISCELLANEOUS METAL SHELF RACKS (Production & Warehouse)	10		
MISCELLANEOUS TOOLS	1 LOT		
HAND PALLET JACK	1		
ELECTRIC DRUM PUMP	1		
AIR POWER DRUM STIRRER	1		

CAPITAL EQUIPMENT ASSET LIST- LORIVA SUPREME FOODS, INC.

LORIVA BOTTLING LINE EQUIPMENT LIST -POWER & AIR REQUIREMENTS - LINE LAYOUT

Sep-89 by Mario D.

Packaging Dynamics, Inc. Fully Automatic Straight Line Filler - Mfr'd. in 1988 - Model #ESLA-6 S/N M87123
Equiped with 6 Stainles Steel Nozzle Gravity Fill Heads with DC Variable Drive, Motors, Pump, Drip Pan
12 foot long x 4 1/2" wide Delrin chain Power Conveyor, photo-electric sensor switches (2), pneumatic
gate cylinders (2) and NITRO FLUSH system adapted by Loriva Purchased New in 1988

Machine Filling Motor: Leeson Elec. Corp.,WI. :TEFC P/N 110013.00/Model # C6C17FB2F
TYPE Cont Duty - 3/4 HP - 1725 RPM /115 VOLT /1 PH /60HZ

Supply Tank Motor and Pump: MOTOR: Leroy-Somer, Canada -Powerblock Model# D46 - S/N D4300772
TYPE Cont Duty - 3/4 HP - 1725 RPM / 200 VOLT /3 PH /60HZ / 2.9 AMP
PUMP: Albin Pump, Atlanta,GA. : SLP# 107 - P63 A31 B1 A O T
S/N 139231 / MAX 230 Deg F / 116 P.S.I.

Conveyor Motor (Power Transmission Drive): Dayton Corp. 1/2 HP-115/230V /6.6 AMP/1 PH/ 1725 RPM/ 60HZ
Right Angle Variable Speed Belt Drive - Reversible
Grainger Corp. Stock No. 6K119

Air Requirements: 80 PSIG
Production Capacity Rating: 36 cpm

The New Resina Corp,Brookyln,NY Auotmatic Screw Capping Machine- 1966-Single Chuck, Model #S20 -S/N 3371
equiped with large cap hopper, 10 foot long x 5" wide Stainless steel belt Power Conveyor and Photo-electric eye
Drive and Hopper Motors - 1 of each- RATINGS: 1/4 HP- 115/230 VOLTS-/5.2/2.6 AMPS/1 PHASE-Continuos Duty
Air Requirements: NONE Chuck size: 28mm/400
Production Capacity Rating: 55 cpm up to 3" Dia. Purchased Used in Sept. 1989

*NOTE THAT FOR OVERALL ABOVE POWER REQUIREMENTS, EACH OF THE ABOVE 2 MACHINES ARE CONNECTED TO A FLEX 12/4 -3 PHASE POWER DROP LINE (located over top of machinery).
3 PH FUSE BREAKER SWITCH PROTECTION FOR COMBINED 2 MACHINES IS 15 AMPS TOTAL.

Packaging Dynamics, Inc. Unscrambler Rotary Table 48" Diameter Model #UNS-48
Equiped with Stainless Steel construction Table Top & side panels and DC/SCR Variable Speed control unit
Drive Motor: Dayton Corp. - DC Variable Speed - 90 VOLTS DC- 1 PHASE-Continuos Duty/ .75 AMP
Purchased New in May 1996

Auto Labe,Inc.,Florida Automatic Labeling System consisting of below items:
Auto Labe Automatic Pressure Sensitive Label Applicator (Geared Down) - Model #110 LH (Lefthand) S/N 930554
Equiped with 16" O.D. Label Roll Holder - Wide Label Web Width up to 7" Roll with 3" Core - Optional Kit #850
and Photo-electric Sensor Unit #855
Power Requirements: 115 VOLTS AC / 60HZ / 1 AMP (max)

Auto Labe 4" Wrap Conveyor Station with Back Fence - Model #830 LH (Lefthand) S/N 930555
Drive Motor: Baldor Corp. - Variable Speed 1/6 HP- 90 VOLTS DC- 1 PHASE-Continuos Duty/ 1.3 AMP/ 3450 RPM

Auto Labe Hot Stamp Imprinter - Model #310 S/N 930556 Purchased New in Oct. 1993
Power Requirements: 115 VOLTS AC / 60HZ / 1 AMP (max) Production Capacity Rating:18-35cpr
Air Requirements: Minimum 50 PSIG / 4 SCFM
*ABOVE LABELING SYSTEM IS ATTACHED TO RESINA CAPPER POWER CONVEYOR SECTION.

TRADEMARK
REEL: 002089 FRAME: 0718

CAPITAL EQUIPMENT ASSET LIST- LORIVA SUPREME FOODS, INC.

LORIVA BOTTLING LINE EQUIPMENT LIST -POWER & AIR REQUIREMENTS - LINE LAYOUT

Axon Corp, N.C. *Automatic Band/Sleeve Applicator with Upright H.D. Floor Stand* -Model #EZ-A1 S/N A-4039
Equipment Specs: Speed of 45 CPM / Band Layflat= 25-200mm / Band Thickness= 1.5-4.0 mil / Band cut length= 25-50mm
Band Type- Roll (Heat Shrinkable and Tamper Evident) up to 18" in diameter. Container spacing = 6" apart.
Knife: Guillotine Type - good for 7-8 million cycles. Can be sharpened once.
Power Requirements: 110 VOLTS AC / 50HZ / 10 AMP / SINGLE PHASE
Air Requirements: 50 PSIG (max) / 2 CFM
Production Capacity Rating: 40 cpm Purchased New in May 1994

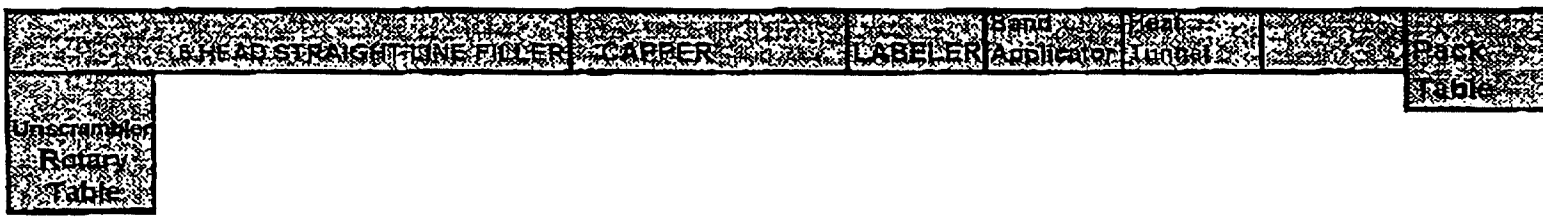
*ABOVE SLEEVE APPLICATOR IS LOCATED AT END OF RESINA POWER CONVEYOR SECTION.

END OF BOTTLING LINE equiped with a 8 1/2 foot long x 3 1/2" wide Power Conveyor Belt (attached to Resina Power Conveyor Belt) mounted with a Heat Tunnel (Loriva Mfr'd) -12"long x 4"wide.Tunnel mounted with a Master Appliance Corp. Heat Gun -Mfr# HG-501A (500-750 Degree F)

Power Requirements: Dayton Corp SCR Varaible Speed Control Unit and Dayton Motor for Conveyor
110 VOLTS AC / 50-60HZ - 1/2 HP / SINGLE PHASE

*NOTE THAT FOR OVERALL POWER REQUIREMENTS, THE ABOVE MACHINES ARE CONNECTED TO A TOTAL OF 8 EACH -12/3 POWER DROP LINES (located over top of machines). FUSE BREAKER SWITCH PROTECTION FOR ABOVE MACHINES IS 20 AMPS PER BREAKER.

LORIVA BOTTLING LINE LAYOUT



OVERALL LENGTH OF PRODUCTION BOTTLING LINE IS 30 FEET + 4 FEET FOR PACK TABLE.

TRADEMARK
REEL: 002089 FRAME: 0719

CAPITAL EQUIPMENT ASSET LIST- LORIVA SUPREME FOODS, INC

LORIVA ADDITIONAL PRODUCTION EQUIPMENT LIST -POWER & AIR REQUIREMENTS

Nov-99 by Mario D

Accutek Co.,Ca. Pinch-25 6 Head Time/Pressure Filler - Model #PINCH 25 S/N A15101980
Equiped with 6 Stainless Steel 5/16" Nozzles -No drip- Wand, S.S. Positive Diplacement Pump with Bi-Pass

Power Requirements for Micro-processor Control Unit: 110 VOLTS AC / 60HZ

Pump Motor: Leeson Elec. Corp.,Wi. Model# C42D17FK7A 3/4 HP -1750 RPM / 90V/1PH / 7 AMP

Air Requirements: 60 PSIG
Production Capacity Rating: 240 cpm for 1.7 oz (50ml) bottle size Purchased New in Sept. 1997

AUGER FILLING MACHINE with Pump motor for filling QUARTS & HALF GALLON bottles
(located in Food Service production room)

Power Requirements: 1/2 HP MOTOR -120/240 VOLTS AC-1 PHASE- 50/60HZ - 1725 RPM

Purchased from: KEITH MACHINERY CORP.,LINDENHURST, N.Y.

Production Capacity Rating: 2-5 CPM

Swan-Matic Tabletop Sem-Automatic Capper - Model #49-PC SERIAL NO. 49-PC-3372
Mfr'd in 1980 by Automation Devices, Inc., Fairview, PA.

Power Requirements: 1/4 HP MOTOR -120/240 VOLTS AC-1 PHASE- 50/60HZ

Production Capacity Rating: Standard Spindle Speed 43 Strokes/Minute

Labelette Hot Melt Glue Labeler - Model #11C SERIAL NO. 116737
Mfr'd 4/87 by LABELETTE CO., FOREST PARK, IL.

Power Requirements:110 VOLTS AC-1 PHASE- 60HZ - 24 AMPS (with Hot Melt Glue Pan)

Production Capacity Rating: 20 CPM

Star Filter and related equipment and accessories purchased from Star Systems, Timmonsville, South Carolina 3/4/86

OMC Model 1200 Piston Filler, purchased from Keith Machinery Corp., Lindenhurst, New York 4/9/86

TRADEMARK
REEL: 002089 FRAME: 0720

Star Systems FILTRATION DIVISION
Since 1904
101 Karshaw Street/P. O. Box 518
Timmonsville, South Carolina 29161 U.S.A.
800-845-5381
SC 803-346-3101
TWX 810-680-2531
STAR SYS FLT
CABLE STARFILTER
TIMMONSVILLE

SOLD TO:
R.M.E. LEASING COMPANY
516 FIFTH AVENUE, SUITE 601
NEW YORK, NY 10036
ATT: MR. ROBERTSON

SHIP TO:
INTERNATIONAL PROTEIN INDUSTRIES
40-10 OSER AVENUE
HAUPPAUGE, NY 11788

SAME AS SOLD TO UNLESS OTHERWISE INDICATED

DATE	YOUR ORDER NO.	SHIPPED VIA	PPD.	COL.	TERMS
3/4/86	PO.#12886	YELLOW FREIGHT	XX		BALANCE C.O.D. F.O.B. OUR PLANT

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	STAR FILTER - Model #6-12A/SP; 6 disc, 12" dia. with 1½" wide sludge frames. Albin S.S. Sanitary Pos. Pump and 3/4 HP 3/60/208 TEFC motor. Built on a 44" long (20 disc) stand. Includes: Magnetic starter, casters, Tri-clamp fittings with hose adapters on inlet/outlet, sample box Star Filter media and free delivery		$8,776.00
	TOTAL AMT DUE...$8,776.00 Less dep rec'd -3,000.00 BALANCE DUE....$5,776.00		
	you are liable for sales tax directly to your own state		
	MODEL #6-12A/SP SERIAL #86010 MODEL 6SS4-112-BIC		

NO. 86187

NOTE:—All claims shall be made in writing within fifteen days after delivery of goods and in any event shall be limited to the selling price.

Star Systems
HILLIARD OF SOUTH CAROLINA, INC.
FILTRATION DIVISION
Since 1904
101 Kershaw Street/P. O. Box 518
Timmonsville, South Carolina 29161 U.S.A.
800-845-5381
SC 803-346-3101
TWX 810-680-2531
(STAR SYS FLTR)
CABLE STARFILTER
TIMMONSVILLE

SOLD TO

R. M. E. LEASING COMPANY
516 Fifth Avenue, Suite 601
New York, NY 10036
Attn: Mr. Robertson
516-231-7940

SHIP TO

INTERNATIONAL PROTEIN INDUSTRIES
40-10 Oser Avenue
Hauppauge, NY 11788

SAME AS SOLD-TO UNLESS OTHERWISE INDICATED

DATE	YOUR ORDER NO.	SHIPPED VIA	PPD.	COL.	TERMS
12/16/86	PO #12486	UPS	XX		C.O.D. F.O.B. OUR PLANT

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3	SETS PLATES & FRAMES - each consisting of one (1) PLATE with screens & one (1) FRAME, 12" diameter, with 1 1/2" wide sludge frames; PLUS: new 7" spacer bar, bottom inlet — to fit your 6 disc 12" diameter Star Filter, model #6-12A/SP, model 6SS4-112-BIC serial #86010	$436.00 ea	$1,308.00
	NYS sales tax (7 1/4%)		94.83
			$1,402.83
	UPS charges		13.54
			$1,416.37

THERE WILL BE A FINANCE CHARGE OF 1½% PER MONTH ON ANY PAST DUE ACCOUNTS

MAKE CHECKS PAYABLE TO HILLIARD OF SOUTH CAROLINA

NO. H86511

NOTE—All claims shall be made in writing within fifteen days after delivery of goods and in any event shall be limited to the selling price.

INVOICE

KEITH MACHINERY CORP.
34 GEAR AVENUE
LINDENHURST, N.Y. 11757

-9-86	99776001			Pd. infull	own pickup		

One	(1) KMC Model 1200 Piston Filler.	
	SELLING PRICE, FOB LINDENHURST,NY.....	$3100.00
	Received upon pickup.....	-3100.00
	BALANCE DUE.....	-0-

PERSONAL PROPERTY LEASES

None

CONTRACTS

1. Dipasa- Contract No. 4068,4069,4070 (Raw Materials)- ATTACHED
2. Leone Industries- Blanket No. 334 & 335 for bottles- ATTACHED
3. Catania-Spagna- Contract No. 488, 406 (Raw Materials)- ATTACHED
4. Food & Vine, Inc.- Blanket No. 784 (Italian Grapeseed Oil)- ATTACHED
5. Penn Bottle and Supply Co.- Blanket No. 766 & 686 (Caps)- ATTACHED
6. Ribon Ind./J Rice Plastics- Blanket No. 730 (Bottles)- ATTACHED
7. Burch Bottle & Packaging, Inc.- Blanket No. 767 (Caps)- ATTACHED
8. Pro-Tek Packaging Group, Inc.- Blanket No. 709 (Seals)- ATTACHED
9. Sprint Communication Services- ATTACHED
10. Sprint PCS Mobile Phone - ATTACHED
11. LANDSCAPING & DESIGN- Snow Removal- ATTACHED
12. Non-binding discounted rates on inbound and outbound freight by:
    a. RTI 53%
    b. ROADWAY 59%
    c. APA 65%
    d. PLYMOUTH ROCK 60%
13. VENDOR BLANKET ORDERS- ATTACHED
14. 17 Broker Contracts- ATTACHED

FFDOCS1\255044.2

FF DRAFT
1/18/2000
Schedule 2.1(e)

INTELLECTUAL PROPERTY

1. LORIVA- Int. Cl.: 29; Prior U.S. Cl.: 46; Reg. No. 1,493,354; Registered June 21, 1988; Vegetable Oils For Foods, First Use 7-21-1987; In Commerce 7-21-1987; Ser. No. 691,997, Filed 10-26-1987; Mary E. Hannon, Examining Attorney.

2. CANOLIVE- Int. Cl.: 29; Prior U.S. Cl.: 46; Reg. No. 1,656,943; Registered Sep. 10, 1991; Vegetable Oils For Foods, First Use 8-7-1990; In Commerce 8-7-1990; Ser. No. 74-034,310, Filed 3-5-1990; Timothy D. Pecsenye, Examining Attorney.

3. LORIVA- UK- Registered as of December 30, 1997; Reg. No. 2,154,629.

4. LORIVA- JAPAN- Registered as of July 16, 1999; Reg. No. 4,295,410.

5. JAZZ- listed under U.S. Serial No. 75/190,743; in line for Registration as of December 1, 1999.

TRADEMARK
REEL: 002089 FRAME: 0726

INTELLECTUAL PROPERTY LICENSES

None

PERMITS

1. Food Processing License- NY, Expires 08/14/2001- ATTACHED*
2. Kosher Certificate- Organized Kashrus Laboratories; Issued August 26, 1999; Certificate No.: 8136-1; ID No.: 27329-27340- ATTACHED*

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*Non-Transferable

TRADEMARK
REEL: 002089 FRAME: 0728

SCHEDULE 2.1(h)
RECEIVABLES

To be provided at Closing.

TRADEMARK
REEL: 002089 FRAME: 0729

CHOSES IN ACTION SCHEDULE

None

Schedule 2.1(j)

PREPAIDS

1. NAFST Winter Show 2000 in the amount of $2000.00
2. NAFST Summer Show 2000 in the amount of $732.00

TRADEMARK
REEL: 002089 FRAME: 0731

TELEPHONE LINES AND NUMBERS

1. 1-800-945-6748
2. 631-737-4700
3. 631-738-2065
4. 631-738-0853
5. 631-738-0856
6. 631-738-0859
7. 631-738-0861
8. 631-738-0863
9. 631-738-9469 (fax)
10. 978-263-6924 (Bob's fax)

SCHEDULE 2

[revised IP schedule]

TRADEMARK
REEL: 002089 FRAME: 0733

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

TRADEMARK
REEL: 002089 FRAME: 0734

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 Serial No. 74/491,265 Reg. No. 1,893,256	Registered 5/9/95 Expires 5/9/2005 (Section 8 & 15 Affidavit due between 5/9/2000 and 5/9/2001
BERRY WILD CRITTERS Serial No. 74/667,339 Reg. No. 1,971,290	Registered 4/30/1996 Expires 4/30/2006 (Section 8 & 15 Affidavit due between 4/30/2001 and 4/30/2002)
CAROBA Reg. No. 1,284,507	Registered 7/3/84 Expires 7/3/2004 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. (Note: when filing renewal application, must also file Section 8 Affidavit.)
CHIP LOGO Serial No. 73/653,230 Reg. No. 1,492,474	Registered 6/14/88 Expires 6/14/2008 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 Serial No. 75/109,853 Reg. No. 2,120,523	Registered 12/9/1997 Expires 12/9/2007 (Section 8 & 15 Affidavit due between 12/9/2002 and 12/9/2003)
EPIC Serial No. 75/474,545 Reg. No. 2,261,715	Registered 7/13/1999 Expires 7/13/2009 (Section 8 & 15 Affidavit due between 7/13/2004 and 7/13/2005) (Note: when filing renewal application, must also file Section 8 Affidavit.)

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

TRADEMARK
REEL: 002089 FRAME: 0737

SUNLIGHT FOODS, INC.
STATUS OF UNITED STATES TRADEMARKS

MARK	STATUS
SUNSPIRE TOFFEE CRUNCH Serial No. 75/303,574 Reg. No. 2,226,738	Registered 2/23/1999 Expires 2/23/2009 (Section 8 & 15 Affidavit due between 2/23/2004 and 2/23/2005)
SWEETS-TO-GO 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 Serial No. 75/415,673 Reg. No. 2,201,542	Registered 11/3/1998 Expires 11/3/2008 (Section 8 & 15 Affidavit due between 11/3/2003 and 11/3/2004)

SUNLIGHT FOODS, INC. STATUS OF FOREIGN APPLICATIONS		
MARK	**COUNTRY**	**STATUS**
SUNSPIRE Application No. 1305283	European Union	Application filed 9/10/99.
SUNSPIRE Application No. 1032475	Canada	Application filed 10/14/99.
SUNSPIRE Application No. 9627499	Japan	Application filed 10/25/99.

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

MILLER | NASH
LIMITED LIABILITY PARTNERSHIP | ATTORNEYS AT LAW

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111 S.W. Fifth Avenue
Portland, OR 97204-3699
(503) 224-5858
(503) 224-0155 fax

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601 Union Street
Seattle, WA 98101-2352
(206) 622-8484
(206) 622-7485 fax

900 First Interstate Tower
900 Washington Street
Post Office Box 694
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June 9, 2000

United States Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Highway
Suite 320
Washington, D.C. 20231

Subject: Trademark Assignment Document 101308141
Maranatha Acquisition Corp. conveying to
U.S. Bank National Association

Dear Sir or Madam:

Enclosed are:

1. Revised Assignment Recordation Cover Sheet PTO-1618A;
2. Copy of Notice of Non-Recordation of Document, mailed May 24, 2000;
3. Assignment Recordation Cover Sheet PTO-1618A;
4. Copy of Security Agreement; and
5. Postcard to acknowledge receipt of enclosures.

Please direct all correspondence in this matter to me at the above address.

Very truly yours,

Jon J. Napier

I, Elizabeth A. Bone, hereby certify that this document is being deposited on June 9, 2000, with the United States Postal Service with sufficient postage as first class mail under 37 CFR § 1.8, and is addressed to the United States Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson David Highway, Suite 320, Washington, D.C. 20231.

Elizabeth A. Bone

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