7·17·00

08-08-2000

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

101425593

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

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

Submission Type

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

Conveyance Type

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

Effective Date Month Day Year: 05/12/2000

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: MARANATHA ACQUISITION CORP.

Execution Date Month Day Year: 05/12/2000

Formerly:

75647647

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] 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) OREGON (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

08/08/2000 DCOATES 00000119 75647647

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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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

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

Address (line 4) PORTLAND, OREGON 97204-3699

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 20

Trademark Application Number(s) or Registration Number(s)

☐ 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)		
75647647			1740639	2065848	1589199
			1705251	836887	
			1907898	2019070	

Number of Properties

Enter the total number of properties involved. # 8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 215.00

Method of Payment: Enclosed ☒ 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 ☐ 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		7/13/00
Name of Person Signing	Signature	Date Signed

THIRD AMENDMENT OF SUBORDINATED SECURITY AGREEMENT

THIRD AMENDMENT OF SUBORDINATED SECURITY AGREEMENT dated as of May 12, 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 subordinated security agreement dated December 22, 1998, as amended August 2, 1999, and February 10, 2000 (the "Security Agreement"), Grantor granted to Lender a security interest in certain collateral described therein to secure all indebtedness under a certain senior subordinated loan agreement between Grantor and Lender dated December 22, 1998, in a principal amount of $1,800,000, and a certain senior subordinated loan agreement between Maranatha Holding Corp., a Delaware corporation ("Borrower"), and Lender, dated August 2, 1999, in a principal amount of $2,000,000 (together, the "Loan Agreements").

B. Pursuant to a certain restatement and amendment of credit agreement of even date herewith, Lender has loaned or agreed to loan to Borrower the additional sum of $5,750,000.

C. Grantor is a wholly-owned subsidiary of Borrower, and the proceeds of the additional loans will be used by Grantor to acquire the assets of Le-An Sales, LLC, pursuant to an asset purchase agreement.

D. As a condition precedent to making the loan to Borrower, Lender has required that Grantor amend the Security Agreement such that the assets of Le-An Sales, LLC, acquired by Grantor secure the existing indebtedness under the Loan Agreements.

NOW, THEREFORE, the parties agree as follows:

1. All of the assets acquired by Grantor pursuant to the asset purchase agreement between Grantor and Le-An Sales, LLC, dated as of May 12, 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. Schedule 2 attached to this Amendment is substituted for Schedule 2 attached to the Security Agreement.

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

SIGNATURE PAGE FOLLOWS

TRADEMARK
REEL: 002116 FRAME: 0971

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

MARANATHA ACQUISITION CORP.

By: _____

Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: Vice President

TRADEMARK
REEL: 002116 FRAME: 0972

SCHEDULE 2

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

NOTE: The following mark is in the process of being assigned to Maranatha Acquisition Corp.:

HEALTH TRIP	2,096,583	Sept. 16, 1997	N/A	N/A

NOTE: The following marks, currently in the name of Le-An Sales, LLC, will be assigned to Maranatha Acquisition Corp. at the closing:

NORTHWEST DELIGHTS AND MOUNTAIN DESIGN	1,874,012	Jan. 17, 1995	N/A	N/A
HAWAII'S DIAMONDHEAD DELIGHTS	N/A	N/A	N/A	Feb. 16, 2000

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

NOTE: The following mark, registered to Le-An, Sales, L.L.C., will be assigned to Mar. Corp. at the Closing:

Washington State Mark	Reg. No.	Reg. Date	Serial No.	Appln. Date
NORTHWEST DELIGHT AND MOUNTAIN DESIGN	16,972	Jan. 23, 1987		

Sunlight Foods, Inc.

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

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

3. See Attached.

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)

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

Federal Mark	Reg. No.	Reg. Date	Serial No.	Appln. Date

NOTE: The following marks, currently in the name of Cloud Nine, Inc. will be assigned to Sunlight Foods, Inc. at the closing.

CLOUD NINE				
• USPTO	1,740,639	Dec. 15, 1992	N/A	N/A
• OHIM	000,190,827	Feb. 2, 1999	N/A	N/A
• Britain & Northern Ireland	157,372	June 9, 1995	N/A	N/A
• CIPO (Canada)	414,007	June 25, 1993	N/A	N/A
• Japan	3,067,673	N/A	N/A	N/A
CLOUD NINE PURE CHOCOLATE 9				
• USPTO	1,705,251	Aug. 4, 1992	N/A	N/A
TROPICAL SOURCE				
• USPTO (US)	1,907,898	July 25, 1995	N/A	N/A
• IMPI (Mexico)	502,343	Aug. 30, 1995	N/A	N/A
• OHIM	000,042,341	Dec. 16, 1998	N/A	N/A
• Britain & Northern Ireland	1,558,291	May. 17, 1996	N/A	N/A
• CIPO (Canada)	439,250	Nov. 24, 1993	N/A	N/A
• Japan	3,260,216	N/A	N/A	N/A
SORRENTO VALLEY ORGANICS				
• USPTO	N/A	N/A	75/647,647	Nov. 4, 1999

Federal Mark	Reg. No.	Reg. Date	Serial No.	Appln. Date
SPEAK EASY				
• CIPO TMA	158,165	Oct. 19, 1967	N/A	N/A
• USPTO	836,887	May 1, 1967	N/A	N/A
STILL NATURAL AFTER ALL THESE YEARS				
• USPTO	2,019,070	Nov. 26, 1996	N/A	N/A
ENVIROMINTS				
• USPTO	1,589,199	Aug. 10, 1989	N/A	N/A

(Still in the name of Environmental Candy Co., but was sold to Cloud Nine on January 15, 2000.)

SKY-HIGH				
Intent to Use Application	N/A	N/A	75/750,449	Aug 9, 1999
SKY HIGH				
Intent to Use Application	N/A	N/A	75/680,144	May 3, 1999
CLOUD NINE MILE HIGH				
Intent to Use Application	N/A	N/A	75-651	March 1, 1999
REFLEX				
Intent to Use Application	N/A	N/A	75-341,591	Aug. 15, 1997
LIONS AND TIGERS AND BEARS				
• USPTO	2,065,848	May 27, 1997		
• CIPA	470,828	Feb. 12, 1997		

LE-AN SALES L.L.C.

PO BOX 1164 ~ SUMNER, WA 98390
Phone 253-891-0424 ~ Fax 253-891-0515

ASSET SERIAL NUMBERS

2.1 (b)

GROUP #1 VEHICLES

10	1994 CHEV	#1GCDM19Z7RB228673
11	1995 CHEV	#1GCDM19W55B233012
12	1997 CHEV	#1GFG25M0V1013538
13	1999 CHEV	#1GBJG31R7X1021483
14	2000 GMC	#JBDB4B148Y700095
15	2000 GMC	#JBDB4B149Y700042

GROUP #2 FURNITURE & EQUIPMENT

5	COMPUTER	#92275.0342
13	WAREHOUSE SHELVING	# N/A
14	TELEPHONE SYSTEM	#92287.0031
19	SHELVING	#N/A
20	FAX MACHINE	#270060299
23	SHELVING	#N/A
24	DESK	N/A
25	COMPUTER DESK	N/A
27	AT&T TELEPHONE SYSTEM	#92287.0031
29	PRINTER	N/A
30	COMPUTER - AST ADVANTAGE	N/A
33	NETWORK CONNECTOR FOR DOS	N/A
34	GE REFRIGERATOR	#GH130958
35	COMPAQ PROLINEA 486DX/33	#2R62196
36	EXTERNAL TAPE BACKUP	N/A
37	PEACHTREE NETWORK	N/A
38	HP DESK JET 500	#US3851R0QG
39	SUPERFAX EXTERNAL 14.4	N/A
40	US ROBOTICS SPORTSTER	N/A
41	STOOLS (2)	N/A
42	FRIGIDAIRE REFRIGERATOR	#LA44202288
43	OFFICE CHAIRS (2)	N/A
44	UNIX COMPUTER SYSTEM	#502334
45	FILE CABINETS (5)	N/A
46	UNIX SOFTWARE ENHANCEMENT	N/A
47	OFFICE CHAIRS (2)	N/A
48	ELECTRONIC TIME CLOCK	MODEL 200
49	UNIX TERMINAL	#BM7749
51	4.3 GB ULTRA HARD DRIVE	N/A
52	COMPUTER	#US85238673
53	COMPUTER	#US85238662
54	PRINTER-HP	#C4562B
55	COPIER	#32754835

2.1(b)

GROUP #3 LEASEHOLD IMPROVEMENTS

1	WINDOW BLINDS
2	LEASEHOLD IMPROVEMENTS

GROUP #4 MACINERY & EQUIPMENT

2	SCALES (2)	N/A*	(*11 SCALES TOTAL)
3	FILLING MACHINE	#C8313	
4	INCLINE CONVEYOR BELT	N/A	
5	FORKLIFT	#C2D7214N	
6	SCALES (2)	N/A*	
7	UPS SCALE	N/A	
8	PALLET JACK	N/A	
11	FT01-A VIBRATORY DRIVE	N/A	
12	12" JAW SEALERS (2)	N/A	
13	ACCU-WEIGH SCALES	N/A*	
14	NEW SPOUT FOR MACHINE	N/A	
16	PACK OFF CONVEYOR	#1194W06107	
17	AMC 12 BUCKET ELEVATOR	#SPC1811	
18	MACHINE ACCESSORIES	N/A	
20	MACHINE ACCESSORIES	N/A	
21	SHELVING RACKS	N/A	
22	MACHINE BLADE	N/A	
23	LOADING PLATFORM	N/A	
24	STEP LADDER	N/A	
25	26" AUTO SCRUBBER	#952303225	
26	ACCU-WEIGH DSY-1000 (2)	N/A*	
27	PROPANE TANK (HYSTER)	N/A	
28	SCALES (2)	N/A	
29	RACKS FOR PRODUCT	N/A	
30	CLAMCO SEALERS (3)	N/A	
31	GRAINGER AIR DRYER	#TD403	
32	AVERY SONABOR LABEL	#96104 #96105 #A-13626	
33	RECIPROCATING AIR	#130166	
34	SCALES	N/A*	
35	CLAMCO SEALERS (3)	N/A	
36	PALLET JACK	N/A	
37	STAINLESS SORTING TABLE	N/A	
38	SATO M8485S PRINTER	#70600021	
39	SATO 8400RV PRINTER	#80550044	
40	SATO LABEL REWINDER	#80320032	
41	STR-16 SHRINK TUNNEL	#6384	
42	STAPLER - MANUFACTURING	#SH051	
43	LABELING MACHINE	#9833-0014	CONVEYOR #50495
44	BALER	#4411	
45	SHRINK MACHINE PARTS	N/A	

SCHEDULE 2.1(c)

Personal Property Leases

Washington Alarm, Inc.; $108.00/month (paid quarterly)
Agreement # 1003096-DPM 237 5/31/96
Washington Alarm, Inc.
1253 SO. Jackson St.
Seattle, WA 98144
(206) 328-3288

Associates Leasing
2000 GMC/Chevy W3500 J8D84B18Y700095
60 mo. lease
$535.99/mo.

2000 GMC/Chevy 14' Dry Van J8D4B149Y700042
60 mo. lease
$535.99/mo.

SCHEDULE 2.1(d)

Contracts

None.

SCHEDULE 2.1(e)

Intellectual Property

Northwest Delights and Mountain Design	(Federal and State of Washington)
Hawaii's Diamond Head Delights	(Federal application filed 2/16/00)

SCHEDULE 2.1(f)

Intellectual Property Licenses

None.

SCHEDULE 2.1(g)

Permits

State of Washington
Department of Agriculture
Food Processors License (Permit # 3106, expires 6/30/2000)

State of Washington
Master License Service
Registrations and Licenses (Expires 1/31/2001)

Business License
City of Sumner, WA (License # 00-410 - Term of License 2000)

SCHEDULE 2.1(h)

Receivables

To be provided at closing.

TRADEMARK
REEL: 002116 FRAME: 0988

SCHEDULE 2.1(i)

Choses in Action

None.

SCHEDULE 2.1(l)

Telephone Lines and Numbers

A. 253-939-6220
B. 253-891-0424
C. 253-891-0425
D. 253-891-0515 (FAX)
E. 800-468-2087