FORM PTO-1594 REC(

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09-18-2000

101459158

8-21-00

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pat al documents or copy thereof.

1. Name of conveying party(ies):
Horizon Organic Holdings Corporation
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State of **Delaware**
[ ] Other _____

Additional name(s) of conveying party(ies) attached?
[X] Yes [ ] No

08-21-2000
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #01

2. Name and address of receiving party(ies):

Name: **U.S. Bank National Association**

Internal Address: **1600 28th Street**

Street Address: **1600 28th Street**

City: **BOULDER** State: **COLORADO**
ZIP: **80301**

[ ] Individual citizenship_____
[X] Association **National Banking Association**
[ ] General Partnership_____
[ ] Limited Partnership_____
[ ] Corporation-State_____
[ ] Other_____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
[ ] Yes [ ] No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance

[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other_____
[ ] Execution Date: **May 30, 2000**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/519,365; 7/519,364; 75/576,076; 75/601,720; 75/688,965 75/694,833; 75/753,590

Trademark Registration No.(s)
1,975,824; 2,199,969; 2,187,282; 1,923,869; 2,215,813

Additional numbers attached [ ] Yes [X] No

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

Name: **Deborah Kelly**
Internal Address: **CHRISMAN, BYNUM & JOHNSON**
Street Address: **1900 FIFTEENTH STREET**
City: **BOULDER** State: **CO** ZIP: **80302**

6. Total number of applications and registrations involved: . . . . . [12]

7. Total Fee (37 C.F.R. 3.41) . . . . $ **315.00**
[X] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9/15/2000 MTHAI1 00000419 75519365
01 FC:481 40.00 OP
02 FC:482 275.00 OP

DO NOT USE THIS SPACE

9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah M. Kelly Deborah M. Kelly Aug 18, 2000
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [8]

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Horizon Organic Holding Corporation, a Delaware corporation (the "Borrower"), and/or one or more of Borrower's Subsidiaries, including but not limited to: Horizon Organic Dairy, a Colorado corporation ("Horizon Colorado"); Horizon Organic Dairy, Maryland Farm, Inc., ("Horizon Maryland") a Colorado corporation; Horizon Organic Dairy, Idaho Farm, Inc., ("Horizon Idaho") a Colorado Corporation; Horizon Organic Dairy, California Farm, Inc., a Delaware corporation; Horizon Organic Dairy International, Inc., a Delaware corporation; and Horizon Organic Dairy, Ltd., a United Kingdom company; (collectively the "Subsidiaries") owns the Trademarks and Trademark registrations and licenses listed on Schedule 1 attached hereto;

WHEREAS, U.S. Bank National Association ('Bank") and Borrower have entered into a certain Amended and Restated Loan and Security Agreement dated as of May 30, 2000, which is an amendment to that certain Loan and Security Agreement (as said Amended and Restated Loan and Security Agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Bank shall make loans to the Borrower to provide working capital financing for the Borrower and to provide funds for other general corporate purposes of the Borrower; and

WHEREAS, pursuant to the Loan Agreement, the Borrower has granted to Bank, a security interest in substantially all the assets of the Borrower including all the Borrower's trademarks and tradenames (collectively referred to herein as the "Trademarks") together with any reissues, extensions or renewals thereof, Trademark registrations, Trademark applications and Trademark licenses, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, and to secure the payment and performance of all amounts owing by Borrower under the Loan Agreement and the other documents executed in connection therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and its Subsidiaries does hereby grant to Bank a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application including, without limitation, the Trademark and Trademark registration referred to in Schedule 1 attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed;

(iii) all trade names, service marks, trade dress, logos, trade secrets, and copyrights; and

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(iv) all products and proceeds of the foregoing, including without limitation, any claim by the Borrower or any Subsidiary against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark and Trademark registration listed on Schedule 1 attached hereto, and any Trademark licensed under any Trademark license or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in connection with the security interests granted to Bank to secure the Obligations (as defined in the Loan Agreement) and pursuant to the terms thereof. The Borrower and the Subsidiaries hereby further acknowledges and confirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and Security Agreements (hereinsocalled) of even date herewith which are being executed in connection with the Loan Agreement relating to the granting of security interests in the Collateral, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms which are not defined herein shall have the definition given to them in the Loan Agreement.

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of May 30, 2000.

HORIZON ORGANIC HOLDING CORPORATION

By: _____
Don J. Gaidano
Chief Financial Officer

HORIZON ORGANIC DAIRY, INC.

By: _____
Don J. Gaidano
Chief Financial Officer

HORIZON ORGANIC DAIRY, MARYLAND FARM, INC.

By: _____
Don J. Gaidano
Title: Asst Secy

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HORIZON ORGANIC DAIRY,
IDAHO FARM, INC.

By: _____
Don J. Gaidano
Title: Asst Secy

HORIZON ORGANIC DAIRY,
CALIFORNIA FARM, INC.

By: _____
Don J. Gaidano
Chief Financial Officer

HORIZON ORGANIC DAIRY,
INTERNATIONAL, INC.

By: _____
Don J. Gaidano
Chief Financial Officer

HORIZON ORGANIC DAIRY, LTD.

By: _____
Don J. Gaidano
Director

US BANK NATIONAL ASSOCIATION
1600 28th Street
Boulder, Colorado 80301

By: _____
David P. Bruni
Vice President

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Schedule 1

Trademarks and Trademark Registrations and Licenses