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

09-18-2000

101459225

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

MED 8.28.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Effective Date Month Day Year: 05/12/2000

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 05/12/2000

Name: Sunlight Foods, Inc.

Formerly:

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

[ ] Other

[x] Citizenship/State of Incorporation/Organization: California

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: 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.)*

09/18/2000 DNGUYEN 00000399 75680144

01 FC:481 40.00 OP
02 FC:482 25.00 OP

FOR OFFICE USE ONLY

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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: Dustin R. Klinger

Address (line 1): Miller Nash LLP

Address (line 2): 111 S.W. Fifth Avenue

Address (line 3): Suite 3500

Address (line 4): Portland, Oregon 97204-3699

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 18

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)		
75680144	75647647	75750449	1907898	1589199	1740639
75341591			836887	2065848	1705251
			2019070		

Number of Properties

Enter the total number of properties involved. # 11

Fee Amount

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

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.

Dustin R. Klinger	[signature]	[illegible]
Name of Person Signing	Signature	Date Signed

SECOND AMENDMENT OF SUBORDINATED SECURITY AGREEMENT

SECOND AMENDMENT OF SUBORDINATED SECURITY AGREEMENT dated as of May 12, 2000, by and between **SUNLIGHT FOODS, INC.**, a California 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 August 2, 1999, as amended 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 Maranatha Acquisition Corp., a Delaware corporation, and Lender dated December 22, 1998, in a principal amount of $1,800,000, and a certain senior subordinated loan agreement between 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. After execution of the Security Agreement, Grantor acquired additional collateral.

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 Cloud Nine, Inc., 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 Cloud Nine, Inc., 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 Cloud Nine, Inc., 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: 002137 FRAME: 0825

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

SUNLIGHT FOODS, INC.

By: _____

Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: V.P.

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		

SCHEDULE 2.1(b)

Furniture & Fixtures as of 12/31/99

DATE	DESCRIPTION	PURCHASE PRICE
02/21/1994	PAINTING	$1,468.00
08/31/1994	FUTON	$648.00
	VCR	$465.42
05/19/1995	IKEA - SHELVES...	$281.19
06/30/1995	CONFERENCE RM CHAIRS	$698.66
06/30/1995	CONFERENCE RM TABLE	$400.00
	REFRIGERATOR	$529.95
08/29/1995	PINE BOOKCASE	$1,142.04
	ARMOIRE	$1,921.44
09/30/1995	PAINTING	$2,000.00
10/31/1995	FILE CABINET	$595.00
12/31/1995	PINE BOOK CASE	$1,107.70
01/31/96	DESK	$150.00
02/20/96	TOASTER OVEN	$63.59
03/06/1996	PAINTING IN JOSH'S OFC	$3,080.00
04/17/96	FILE CABINET	$595.00
05/16/96	2 FILE CABINETS - LANA	$619.76
08/12/96	MICROWAVE	$100.93
10/01/96	FILE CABINET - RALPH	$39.82
10/10/96	CHAIR - ANNA	$73.88
02/03/97	PRINTER STAND	$94.98
05/09/97	3 OFC CHAIRS	$197.64
05/21/97	2-DRAWER FILE CABINET	$42.78
11/3/99	FILE CABINET (MAGGIE)	$129.99
12/30/99	FILE CABINET (yamel)	$98.24
	TOTAL	$16,544.01

SCHEDULE 2.1 (b)

Machinery & Equipment as of 12/31/99

DATE	DESCRIPTION	AMOUNT
07/31/1995	- NEED ITEMIZED LIST FROM ACCOUNTANT-	9,156.75
12/03/1993	VANILLA DARK MACHINE	6,500.00
04/02/1998	SCANDIA 708 OVERWRAPPER FOR GUM	18,750.00
08/18/1998	CHANGE PARTS FOR SCANDIA OVERWR.	2,375.00
03/14/2000	TOTAL	36,781.75

SCHEDULE 2.1 (b)

Molds & Dies as of 12/31/99

DATE	PAYEE	DESCRIPTION	AMOUNT
01/30/1995	PKG CORP	ADJ FROM GL #214	$1,170.00
03/01/1995	SALTUS PRESS	?	$122.00
07/31/1995	SEMPAK	ORGANIC BARS- 5 COLOR PLATES	$1,282.25
	"	ORGANIC BARS - 1 LASER DIE	$108.87
	"	ORGANIC BARS- COUNTERS	$108.88
07/31/1995	SEMPAK	ADJ FROM GL #214	$1,200.00
08/31/1995	PKG CORP	"CERT ORG" PLATE	$200.00
08/31/1995	CELLO PACK	CHIPS - 10 PLATES EA.	$3,628.50
09/30/1995	CHESAPEAKE PKG	CHIPS - INNER CUT DIE	$531.00
09/30/1995	CHESAPEAKE PKG	CHIPS - MSTR PRINT DIE	$748.00
09/30/1995	SQUIRE CORRUG	CHIPS - SHIPPER DIE	$1,280.00
11/30/1995	CELLO PACK	CHIPS - REV RECIPE PLATE	$573.94
12/15/1995	NEWPORT PKG	TINS - PRINT PLATE	$320.00
12/19/1995	CHESAPEAKE PKG	CHIPS - INNER CUT DIE	($531.00)
12/19/1995	CHESAPEAKE PKG	CHIPS - INNER CUT DIE	$1,200.00
12/19/1995	CHESAPEAKE PKG	CHIPS - INNER PRINT PL	$531.00
12/19/1995	CHESAPEAKE PKG	CHIPS - PRINT PLATE	$81.00
12/19/1995	SEMPAK	TS POP - 17 PLATES	$2,489.99
	"	TS POP- 1 COUNTER	$107.11
	"	TS POP-1 LASER DIE	$402.90
01/31/96	SALTUS PRESS	BRAZ CRNCH PRNT PLTE	$120.00
02/16/96	ALLMETAL	CM - MOLD DIE	$2,000.00
04/24/96	ALLMETAL	CM - 339 MOLDS FOR CHRIS	$6,780.00
04/25/96	AMERICRAFT CTN	12 C9 POP'S	$2,162.50
04/29/96	TENNECO	PRINT PLATE - NEW C9 MSTR	$546.00
05/01/1996	CELLO PACK	PRINT PLATE - SEMI CHIP	$201.66
06/11/96	TENNECO	CM-PRINT PLATE MSTR CTN	$540.00
06/11/96	MITCHEL-LINCOLN	HARD CANDY - PRINT DIE MSTR CTN	$262.80
06/25/96	SPECIALIZED PLASTICS	MOLD FOR 4-PC TRUFFLE TRAY	$800.00
06/25/96	SPECIALIZED PLASTICS	MOLD FOR 12-PC TRUFFLE TRAY	$1,000.00
06/25/96	SPECIALIZED PLASTICS	MOLD FOR 18-PC TRUFFLE TRAY	$1,200.00
07/03/96	ESQUIRE	9 ROTOGRAVURE CYLINDERS - HARD CANDY	$10,800.00
07/08/96	MILPRINT	PRINT CYLINDER - HAZELNUT CM	$3,650.00
07/08/96	MILPRINT	PRINT CYLINDER - TOASTED ALMOND CM	$2,000.00
07/08/96	MILPRINT	PRINT CYLINDER - WILD RICE CM	$2,000.00
07/11/96	TENNECO	PRINT PLATE - MSTR CTN ORGANIC	$426.00
07/17/96	PACIFIC EDGE	TO PAY FOR PRIVATE LABEL MOLDS	($2,000.00)
07/19/96	MICELLI	3 SETS OF MOLD DIES FOR LTB @ WOLFGANG	$10,050.00
"	"	260 FRAMES OF TIGER @ $20 EA - 40 UP	$5,200.00
"	"	259 FRAMES OF LION @ $20 EA - 40 UP	$5,180.00
"	"	259 FRAMES OF BEAR @ $20 EA - 40 UP	$5,180.00
"	"	SHIPPING CHGE	$220.00
07/23/96	LES EMBELLAGES	DIE - HARD CANDY POP'S	$657.00
07/23/96	LES EMBELLAGES	9 PRINT PLATES - HARD CANDY POP'S	$1,281.15
07/25/96	SQUIRE CORRUGATED	LTB SHIPPER DIES	$2,050.00
08/12/96	BRYANT & MARK	ART WORK, ENGRAV & PLATES FOR PADDING	$900.00
09/10/96	UNIVERSAL FOLDING	EMBOSSING DIES FOR LTB BOXES	$1,650.00
09/12/96	NEWPORT PKG	REVISED PRINT PLATE FOR TIN MASTER	$372.00
08/28/96	TENNECO PKG	PRINT PLATE FOR 12 PC LTB INNERS	$220.00
08/28/96	TENNECO PKG	PRINT PLATE FOR 12 PC LTB MSTR	$750.00
09/04/96	TENNECO PKG	PRINT PLATE FOR 4 PC LTB MSTR	$578.00
09/04/96	TENNECO PKG	PRINT PLATE FOR 18 PC LTB MSTR	$1,100.00
09/04/96	TENNECO PKG	PRINT PLATE FOR 18 PC LTB INNER	$240.00
09/25/96	FISHER CONTAINER	PRINT PLATE FOR GIFT TIN BAGS	$123.03
10/15/96	MICELLI	525 LTB MOLDS FOR GARDNER CANDIES	$17,640.00
11/01/96	MICELLI	C9 BAR MOLDS FOR CHRIS CANDIES (128 MOLD	$3,700.00
11/11/96	SALTUS PRESS	PLATES & DIES FOR MACAROON & PB WRAPPR	$550.00
11/11/96	SALTUS PRESS	PRINT FILM - BRAZILIAN CRUNCH WRAPPER	$110.00
12/31/1996	ADJUST PER FARBER	WRITE OFF TO PRODUCT DEV. EXP	($72,600.14)
	TOTAL		$33,194.44

SCHEDULE 2.1 (b)

Office Equipment & Computers as of 12/31/99

DATE	DESCRIPTION	AMOUNT
05/06/1993	NEC MONITOR	1,298.95
07/30/93	TOSHIBA PHONE SYSTEM	1,792.72
08/20/93	MICROWAVE OVEN	113.70
09/23/93	RALPH'S DESK	250.00
11/29/93	COMPUTERS	7,000.00
11/30/93	CANON COPIER	3,739.68
11/30/93	PHONE	305.47
11/30/93	COMPUTERS	9,083.58
12/10/93	PHONE	378.95
04/27/1994	FAX MACHINE	3,008.64
04/26/1995	LANA'S PC & MONITOR	1,559.00
04/26/1995	FREIGHT ON ABOVE	68.00
05/31/1995	AIRFILTER	425.00
05/31/1995	PHONES (JACK & CONFERENC)	520.00
09/30/1995	NETWORK 5 USER CARD	1,171.00
10/31/1995	LASER PRINTER	2,890.00
10/31/1995	DOT MATRIX PRINTER	594.00
10/31/1995	PRINTER CABLE	19.00
10/31/1995	FREIGHT ON ABOVE 3 ITEMS	90.00
11/20/1995	ENVELOPE FEEDER	329.00
11/30/1995	PHONES (ANDY & UPS ROOM)	580.00
12/31/1995	FILESERVER PC	3,034.78
12/31/1995	ANDY'S MONITOR	429.30
12/31/1995	FREIGHT ON ABOVE 2 ITEMS	95.00
06/13/96	CONFERENCE SPEAKER PHONE	431.89
10/96	ACT FOR WINDOWS SOFTWARE	264.30
12/20/96	ROBB WAGG'S PENTIUM	2339.76
12/20/96	ROBB WAGG'S PRINTER	416.95
01/07/1997	MISC COMPUTER SUPPLIES	194.84
01/24/97	28.8 INTERNAL MODEM - SHARON	86.59
02/02/97	REPLACEMENT MONITOR - SD	423.37
	REPLACEMENT MOUSE - AO	52.99
	REPLACEMENT KEYBOARDS-S&L	148.38
02/20/97	MULTIMEDIA PENTIUM (TAX&FRT)	1,883.42
	2 PENTIUMS (TAX & FRT)	3,470.04
	3 MONITORS (TAX & FRT)	1,764.30
02/24/97	NEW PHONE SYS/VOICEMAIL/10PH	8,480.00
02/24/1997	SOLD OLD TOSHIBA PHONE SYS	(800.00)
02/28/1997	2ND NETWORK HUB & CABLES	219.67
07/25/1997	USED FAX MACHINE FOR ROBB	250.00
12/31/1997	NEW FAX MACHINE	299.99
06/30/1998	56k modem for josh's pc	108.22
07/28/1998	upgrade Andy's pc to pentium	561.00
08/10/1998	2 18", 2 drawer file cabinets	73.13
01/21/1999	NEC Superscript printer	370.97
01/21/1999	Iomega back up drive	211.99
	Iomega back tapes (2)	55.09
01/21/1999	Best 56k v.9 internal modem	63.59
03/06/1999	Josh's headset	480.97
04/02/1999	zip back up drive & diskettes	136.94
04/20/1999	scanner & color printer	799.96
07/23/1999	pentium II for Yamel Cancel	719.95
08/24/1999	new compaq file server	3,319.00
09/09/99	sony digital video recorder	2,290.41
09/30/1999	cell phone battery & power cord	154.98
11/03/99	I-MAC computer	1,768.00
11/23/99	video confer camera	108.24
11/23/99	palm pilot & phone	689.98
11/23/99	digital camera	551.18
12/28/99	hdc-3p-282 headset	49.95
	TOTAL	71,215.81

INFORMATION SYSTEMS:

MAS 90 ACCOUNTING SOFTWARE
NOVELL NETWORK
6 PC WORK STATIONS

SCHEDULE 2.1(e)

INTELLECTUAL PROPERTY

1. CLOUD NINE

- Community Mark No. 00190827 Office for Harmonization in the Internal Market ("OHIM")
- Britain & Northern Ireland No. 157372 - (Subject to Unilever Agreement, to be provided)
- United States Patent & Trademark Office ("USPTO") (Reg. No. 1,740,639)
- Canada TMA No. 414,007
- Japan No. 3067673

2. CLOUD NINE PURE CHOCOLATE 9

- USPTO (Reg. No. 1,705,251)

3. TROPICAL SOURCE

- USPTO No. 1,907,898
- Instituto Mexicano de la Propiedad Industrial ("IMPI") No. 502343
- OHIM No. 000042341
- Britain & Northern Ireland No. 1558291
- Canada No. 439250
- Japan No. 3260216

4. LIONS AND TIGERS AND BEARS

- Canada TMA 470,828
- USPTO (Reg. No. 2,065,848)
- Settlement agreed to on 10/15/97 with EMI Catalog Partnership for using "Lions And Tigers And Bears" (the "Phrase") on boxes of chocolates
  Settlement: $5,000

  Cloud Nine agreed not to manufacture boxes with the Phrase on it.

5. SORRENTO VALLEY ORGANICS

- USPTO (Serial No. 75/647647)
- Supplemental Register

6. SPEAK EASY

- Canadian Intellectual Property Office ("CIPO") TMA 158,165
- USPTO - 836,887

7. STILL NATURAL AFTER ALL THESE YEARS
•USPTO No. 2,019,070

8. ENVIROMINTS

•USPTO No. 1,589,199.
Seller needs to assign it from Environmental Candy Co. to Cloud Nine, and then from Cloud Nine to Buyer.

9. SKY-HIGH, Ser. No. 75-750,449
•August 9, 1999 - Intent to Use Application

10. SKY HIGH, Ser. No. 75-680,144
•May 3, 1999 - Intent to Use Application

11. CLOUD NINE MILE HIGH, Ser. No. 75-651
•March 1, 1999 - Intent to Use Application

12. REFLEX, Ser. No. 75-341,591
•August 15, 1997 - Intent to Use Application

13. Agreement with Sherman Management Company ("SMC") concerning "Cloud Nine Café and Yogurt Bar Plus Design"

14. Domain name: cloudninecandy.com