

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEL MONTE CORPORATION	06/14/2010
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	1455 MARKET STREET
Internal Address:	5TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7629011
Application Number:	12715589
CORRESPONDENCE DATA	
Fax Number:	(646)848-4455
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-848-4455
Email:	jlik@shearman.com
Correspondent Name:	Timothy Franklin
Address Line 1:	599 Lexington Avenue
Address Line 2:	Shearman & Sterling LLP - IP Docketing
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	3232/551
NAME OF SUBMITTER:	TIMOTHY FRANKLIN
Total Attachments: 8	

CH \$80.00 7629011

501284342

PATENT
REEL: 024953 FRAME: 0107

source=0 - BofA IP Quarterly Agreement Supplement (06-14-2010)_Executed#page1.tif
source=0 - BofA IP Quarterly Agreement Supplement (06-14-2010)_Executed#page2.tif
source=0 - BofA IP Quarterly Agreement Supplement (06-14-2010)_Executed#page3.tif
source=0 - BofA IP Quarterly Agreement Supplement (06-14-2010)_Executed#page4.tif
source=0 - BofA IP Quarterly Agreement Supplement (06-14-2010)_Executed#page5.tif
source=0 - BofA IP Quarterly Agreement Supplement (06-14-2010)_Executed#page6.tif
source=0 - BofA IP Quarterly Agreement Supplement (06-14-2010)_Executed#page7.tif
source=0 - BofA IP Quarterly Agreement Supplement (06-14-2010)_Executed#page8.tif

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated June 14, 2010, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of Bank of America, N.A. (“*Bank of America*”), as Administrative Agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Del Monte Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of January 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Del Monte Corporation, a Delaware corporation, as the borrower, Del Monte Foods Company, a Delaware corporation, the Lenders party thereto, Bank of America, N.A. (“*Bank of America*”), as administrative agent, swing line lender and L/C issuer, Barclays Capital, the investment banking division of Barclays Bank PLC and BMO Capital Markets, as co-syndication agents and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., New York Branch, SunTrust Bank and U.S. Bank National Association, as co-documentation agents. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated January 29, 2010 made by the Grantor and such other Persons to Bank of America, as the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated January 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the registered patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the registered trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

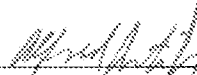
SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Del Monte Corporation

By  _____

Name: Alfred Artis, Jr.

Title: Assistant Treasurer

Address for Notices:

One Market @ The Landmark

San Francisco, CA 94105

Attn: Alfred Artis, Assistant Treasurer

SCHEDULE A

PATENTS

Title	Patent #	Issue Date	Country Name	App. Date	Application #	Patent Type	Patent Status
Citrus Fruit Peeling Process	7629011	12/08/2009	United States	8/22/2005	11/207712	Invention / Utility	Granted
Fruit and Vegetable Preservation Package			United States	March 2, 2010	12/715589	Invention/Utility	Pending

SCHEDULE B
TRADEMARKS

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
Belize	NO COMPRE DEL MONTON . . .COMPRE DEL MONTE	12/18/2009	6497.09	4/7/2010	6497.09
Canada	9LIVES	2/5/2010	1468643		
Canada	BOUCHÉES SUCCULENTES	2/24/2010	1470860		
Canada	DANS UN ROULÉ	3/19/2010	1473942		
Canada	DOGS JUST KNOW	2/18/2010	1470112		
Canada	ESSENTIALS PLUS	1/26/2010	1467042		
Canada	ESSENTIALS PLUS+	5/6/2010	1480060		
Canada	IN A BLANKET	3/19/2010	1473951		
Canada	IT'S GOOD TO GIVE	1/25/2010	1466986		
Canada	KIBBLES 'N BITS	2/5/2010	1468644		
Canada	LES CHIENS LE SAVENT BIEN	2/18/2010	1470111		
Canada	MEOW MIX & Design (Orange Cat)	5/6/2010	1480057		
Canada	PARTY SACK	4/23/2010	1478331		
Canada	POUNCE & Design (Banner)	2/5/2010	1468645		
Canada	SAC DE FÊTE	4/23/2010	1478325		
Canada	TRUSTED SINCE 1908 MILK-BONE BRAND & Design (Bone)	5/6/2010	1480061		

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
China	MILK-BONE	2/24/2010	8081379		
China	MILK-BONE IN BONE DESIGN (2010)	2/24/2010	8081515		
European Community	NATURE'S RECIPE	5/27/2010	9135071		
France	MEOWMIX	10/28/2009	09/3687248	10/28/2009	093687248
Hong Kong	MEOW MIX	10/28/2009	301459701	10/28/2009	301459701
Qatar	DEL MONTE & ARABIC CHARACTERS EQUIVALENT	10/29/2009	59597		
U.S.A.	9LIVES	8/7/2009	77799765	2/16/2010	3749801
U.S.A.	9LIVES	8/7/2009	77799771	2/16/2010	3749802
U.S.A.	9LIVES	2/1/2010	77925413		
U.S.A.	9LIVES INDOOR COMPLETE	12/2/2009	77884185		
U.S.A.	9LIVES INDOOR FORMULA	11/18/2009	77875078		
U.S.A.	BISTRO MEALS	5/13/2010	85037464		
U.S.A.	BISTRO RECIPE	4/29/2010	85026840		
U.S.A.	BLOOM ENERGY AND DESIGN	9/6/2007	77273029	12/22/2009	3727042
U.S.A.	Braided Dog Treat DESIGN (3D)	4/13/2010	85012729		
U.S.A.	DEL MONTE FRUIT CHILLERS	6/5/2009	77753477	11/17/2009	3712076
U.S.A.	DEL MONTE FRUIT CRUMBLES	3/16/2010	77960401		
U.S.A.	DEL MONTE QUALITY SUPERFRUIT	3/10/2009	77687606	5/4/2010	3785950
U.S.A.	DEL MONTE READY-TO-BLEND FRUIT SMOOTHIE	3/4/2010	77950686		
U.S.A.	ESSENTIALS PLUS+	2/26/2010	77946005		
U.S.A.	FINICKY ABOUT NUTRITION	9/24/2009	77834411		
U.S.A.	FRUIT CHILLERS	6/5/2009	77753482	11/17/2009	3712077

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
U.S.A.	FRUIT CRUMBLES	3/16/2010	77960403		
U.S.A.	FRUIT CRUMBLES (stylized)	3/29/2010	85001224		
U.S.A.	KIBBLES 'N BITS	8/7/2009	77799761	2/16/2010	3749800
U.S.A.	MEOW MIX & Design (Orange Cat)	2/26/2010	77946342		
U.S.A.	MILK-BONE	8/3/2009	77795930	2/16/2010	3749792
U.S.A.	MILK-BONE HEALTHY FAVORITES	12/7/2009	77887573		
U.S.A.	MORRIS THE CAT	11/18/2009	77875082		
U.S.A.	NOURISHING FAMILIES. ENRICHING LIVES. EVERY DAY.	5/29/2010	85050980		
U.S.A.	POWER OF PAWS	9/8/2009	77821498	4/20/2010	3777760
U.S.A.	READY-TO-BLEND FRUIT SMOOTHIE	3/4/2010	77950688		
U.S.A.	THE BITS MAKE IT BETTER	11/18/2009	77875067		
U.S.A.	TOO GOOD TO PUT IN A CAN!	2/12/2010	77934388		
U.S.A.	TRUSTED SINCE 1908 MILK-BONE BRAND & Design (Bone)	3/4/2010	77950683		
U.S.A.	WE GROW QUALITY	5/19/2010	85043165		

SCHEDULE C

COPYRIGHTS

None