

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2606644

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
DOLE FOOD COMPANY, INC.	11/01/2013
DOLE FRESH VEGETABLES, INC.	11/01/2013

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT
Street Address:	60 WALL STREET, 16TH FLOOR
Internal Address:	ATTN: CORPORATES TEAM, DOLE FOOD COMPANY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 30

Property Type	Number
Application Number:	13463793
PCT Number:	US2012036396
Patent Number:	7140165
Patent Number:	7331154
Patent Number:	7585208
Application Number:	13161391
Application Number:	13089176
Application Number:	13749608
Application Number:	13742319
Patent Number:	7861415
Patent Number:	8074365
Application Number:	12914905
Patent Number:	8312701

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Application Number:	13663411
Patent Number:	7763299
Application Number:	61752663
Patent Number:	PP20885
Patent Number:	PP16396
Patent Number:	7690512
Patent Number:	8549996
Patent Number:	8282974
Patent Number:	8322275
Patent Number:	7559275
Application Number:	13725971
Patent Number:	8234795
Patent Number:	7278433
Patent Number:	7484514
Application Number:	61801515
Application Number:	13794642
Application Number:	13915594

CORRESPONDENCE DATA

Fax Number:

Email: michael.barys@thomsonreuters.com

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: ELAINE CARRERA, LEGAL ASSISTANT

Address Line 1: C/O CAHILL GORDON & REINDEL LLP

Address Line 2: 80 PINE STREET

Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
Signature:	/Michael Barys TR/
Date:	11/07/2013

Total Attachments: 8

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Dole Food Company, Inc.
Dole Fresh Vegetables, Inc.

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 1, 2013

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas, as collateral agent

Internal Address: _____

Street Address: 60 Wall Street, 16th Floor

Attn: Corporates Team, Dole Food Company

City: New York

State: NY

Country: USA Zip: 10005

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
See Schedule I

B. Patent No.(s)
See Schedule I

Additional numbers attached? Yes No

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

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 30

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 1, 2013
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Patent Security Agreement

Patent Security Agreement, dated as of November 1, 2013, by DOLE FOOD COMPANY, INC. and DOLE FRESH VEGETABLES, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Indenture and the Security Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to the Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent upon reasonable written request of the Pledgors at the Pledgors’ expense shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form prepared by the Pledgors releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

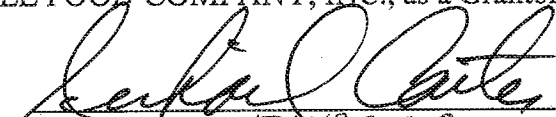
SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Collateral Agent's Rights. For the avoidance of doubt, the rights, privileges, protections, immunities and benefits given to the Collateral Agent under each of the Indenture and Security Agreement, including, without limitation, its right to be indemnified, are extended hereto.

[signature page follows]

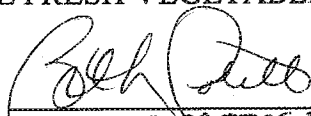
IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.


DOLE FOOD COMPANY, INC., as a Grantor

By: 
Title: PRESIDENT AND C.O.O.

By: 
Title: SENIOR VICE PRESIDENT AND TREASURER

DOLE FRESH VEGETABLES, INC., as a Grantor

By: 
Title: VICE PRESIDENT AND TREASURER

By: 
Title: VICE PRESIDENT AND SECRETARY

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: Deutsche Bank National Trust Company

By: 

Name: Annie Kaghatspanyan

Title: Vice President

By: 

Name: Linda Reale

Title: Vice President

[Dole Patent Security Agreement Signature Page]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Name	Owner Name	Status	Serial Number	Filing Date	Patent No.	Issue Date
A HIGH-FLOW, LOW-VELOCITY GAS FLUSHING SYSTEM ...	Dole Fresh Vegetables, Inc.	Pat-Filed	13/463793	5/3/2012		
A HIGH-FLOW, LOW-VELOCITY GAS FLUSHING SYSTEM ...	Dole Fresh Vegetables, Inc.	Pat-Filed	PCT/US2012/036396	5/3/2012		
APPARATUS AND METHOD FOR SEALING BOXES	Dole Food Company, Inc.	Pat-Granted	09/999555	11/30/2001	7140165	11/28/2006
APPARATUS AND METHOD FOR SEALING BOXES	Dole Food Company, Inc.	Pat-Granted	11/605725	11/27/2006	7331154	2/19/2008
BAFFLE PLATE ASSEMBLY FOR DIRECTING AIR FLOW IN A CARGO CONTAINER	Dole Food Company, Inc.	Pat-Granted	11/705890	2/13/2007	7585208	9/8/2009
CELERY HARVESTING FOR PRE-WASHED FULL-LENGTH PETIOLES	Dole Fresh Vegetables, Inc.	Pat-Filed	13/161391	6/15/2011		
COMMERCIAL LETTUCE PACKAGING IN THE FIELD	Dole Fresh Vegetables, Inc.	Pat-Filed	13/089176	4/18/2011		
FLAPPER GATE FORMING TUBE ASSEMBLY FOR PACKAGED PRODUCE CONTAINERS	Dole Food Company, Inc.	Pat-Filed	13/749608	1/24/2013		
LEAF REMOVAL APPARATUS	Dole Food Company, Inc.	Pat-Filed	13/742319	1/15/2013		
LETTUCE HARVESTING FOR CUP-	Dole Fresh Vegetables, Inc.	Pat-Granted	11/376513	3/14/2006	7861415	1/4/2011

SHAPED PORTIONS OF HEADS						
LETTUCE HARVESTING FOR CUP-SHAPED PORTIONS OF HEADS	Dole Fresh Vegetables, Inc.	Pat-Filed	12/978306	12/23/2010	8074365	12/13/2011
MECHANICAL PRODUCE (LETTUCE) HARVESTER	Dole Fresh Vegetables, Inc.	Pat-Filed	12/914905	10/28/2010		
DECORING MECHANISM WITH MECHANIZED HARVESTER	Dole Fresh Vegetables, Inc.	Pat-Granted	13/158276	6/10/2011	8312701	11/20/2012
MECHANIZED CORING SYSTEM	Dole Fresh Vegetables, Inc.	Pat-Filed	13/663411	10/29/2012		
METHOD FOR PROCESSING VEGETABLES HAVING CORE AND LEAFY ENDS	Dole Fresh Vegetables, Inc.	Pat-Granted	12/501791	7/13/2009	7763299	7/27/2010
METHOD FOR SANITIZING FRESH PRODUCE	Dole Food Company, Inc.	Pat-Filed	61/752663	1/15/2013		
PINEAPPLE PLANT NAMED DOLE-14	Dole Food Company, Inc.	Pat-Granted	12/215534	6/26/2008	PP20885	3/23/2010
PINEAPPLE PLANT NAMED P-1972	Dole Food Company, Inc.	Pat-Granted	10/871846	6/17/2004	PP16396 P3	3/28/2006
SYSTEM AND METHOD FOR PROCESSING SHREDDED VEGETABLES	Dole Fresh Vegetables, Inc.	Pat-Granted	10/683538	10/10/2003	7690512	4/6/2010
SYSTEM FOR TOPPING AND TAILING LETTUCE HEADS USING A CAMERA-GUIDED SERVO-CONTROLLED WATER KNIFE	Dole Fresh Vegetables, Inc.	Pat-Granted	12/790777	5/28/2010	8549996	10/8/2013
TANDEM USE OF CATHOLYTE AND ANOLYTE TO CLEAN AND SANITIZE FRUITS AND VEGETABLES	Dole Fresh Vegetables, Inc.	Pat-Granted	12/885217	9/17/2010	8282974	10/9/2012

TOP AND TAIL SYSTEM FOR LEAFY VEGETABLES	Dole Fresh Vegetables, Inc.	Pat-Granted	12/841954	7/22/2010	8322275	12/4/2012
TOP AND TAIL TRIMMING SYSTEM FOR LEAFY VEGETABLES	Dole Fresh Vegetables, Inc.	Pat-Granted	11/139464	5/26/2005	7559275	7/14/2009
TREATING PRODUCE TO PREVENT BROWNING AND IMPROVE QUALITY	Dole Fresh Vegetables, Inc.	Pat-Filed	13/725971	5/4/2012		
VERTICAL DRUM DRIER	Dole Fresh Vegetables, Inc.	Pat-Granted	12/511966	7/29/2009	8234795	8/7/2012
WASHING A CORED LETTUCE HEAD	Dole Fresh Vegetables, Inc.	Pat-Granted	10/745905	12/23/2003	7278433	10/9/2007
WASHING A CORED LETTUCE HEAD	Dole Fresh Vegetables, Inc.	Pat-Granted	11/869613	10/9/2007	7484514	2/3/2009
PROCESS FOR RIPENING BANANAS INSIDE OF A SHIPPING CONTAINER	Dole Food Company, Inc.	Pat-Filed	61/801515	3/15/2013		
MECHANICAL BERRY HARVESTER	Dole Fresh Vegetables, Inc.	Pat-Filed	13/794642	3/11/2013		
SYSTEM FOR TOPPING AND TAILING LETTUCE HEADS USING A CAMERA GUIDED SERVO-CONTROLLED	Dole Fresh Vegetables, Inc.	Pat-Filed	13/915594	6/11/2013		