

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



101458485

MRO 8.21.00

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached

1. Name of conveying party(ies):

2. Sun World International, Inc
16350 Driver Road
Bakersfield, CA 93312

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State Delaware
- Other:

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

2 Name and address of receiving party(ies):

Name: IBJ Schroder Bank & Trust Company
Street Address: One State Street
City: New York **State:** New York **ZIP:** 10004

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State New York

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement (Corrected)
- Change of Name
- Other:

Execution Date: April 16, 1997

4 Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration No(s):
1,061,802; 1,829,951; 1,850,396; 1,803,879;
1,492,508; 1,522,818; and 1,528,517

Additional numbers attached? Yes No

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

Name: Stacey R. Halpern
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Street Address: 620 Newport Center Drive, 16th Floor
City: Newport Beach **State:** CA **ZIP:** 92660
Attorney's Docket No.:
SUNWOTM.002T/005T/006T/012T/016T/019T/021T

7 Total fee (37 CFR 3.41): \$190.00

- Enclosed
- Authorized to be charged to deposit account

8 Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications involved: 7

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.

Stacey R. Halpern
Name of Person Signing

Signature

Aug 17, 2000
Date

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

Mail documents to be recorded with required cover sheet information to:

09/15/2000 MTHAI1 00000538 1061802
01 FC:481 40.00 DP
02 FC:482 150.00 DP
DOCS\SRH\SRH-3998.DOC:s
081700

Commissioner of Patents and Trademarks
Box Assignments
Washington, D C. 20231

ASSIGNMENT OF TRADEMARK

WHEREAS, Sun World International, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain Subsidiary Guarantors named therein and IBJ Schroder Bank & Trust Company, a New York banking corporation, having an office at One State Street, New York, New York 10004 (the "Trustee") are entering into that certain Indenture dated as of April 16, 1997 (as the same may be amended, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Grantor is issuing its 11- $\frac{3}{4}$ % First Mortgage Notes (such Notes, together with any Notes issued in replacement thereof or in exchange therefor, the "Securities"), in the aggregate principal amount of \$115,000,000; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 16, 1997 (as said Agreement may be amended, supplemented or otherwise modified from time to time, the "Security Agreement," capitalized terms used and not otherwise defined have the meanings assigned to such terms in the Security Agreement), between Grantor, certain Subsidiary Grantors named therein and the Trustee (in such capacity, "Grantee"), Grantor has assigned and granted to Grantee for Grantee's benefit and the ratable benefit of the holders from time to time of the Securities (the "Holders") a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and assign to Grantee a continuing security interest in all of Grantor'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 presently existing or hereafter created or acquired:

- (1) (a) all registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, slogans and other source or business identifiers, and the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise,

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including, without limitation, those set forth on Schedule 1, and (b) all renewals thereof, and

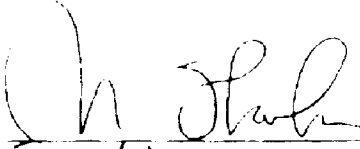
- (2) any and all agreements, written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, those set forth on Schedule 1,
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License

This assignment and grant of security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the assignment and security interest in the Trademark Collateral 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 WITNESS WHEREOF, Grantor has caused this Assignment of Trademark to be duly executed by its duly authorized officer as of the 12th day of April, 1997.

Acknowledged:

SUN WORLD INTERNATIONAL, INC.

By: 
Name: Jim Sheehan
Title: CEO

IBJ SCHRODER BANK & TRUST COMPANY

By: _____
Name: _____
Title: _____

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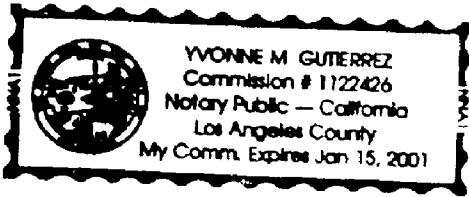
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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On April 15, 1997, before me, Yvonne M. Gutierrez, Notary Public, personally appeared Timothy James Sheehan. personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Yvonne M. Gutierrez
Signature of Notary

IN WITNESS WHEREOF, Grantor has caused this Assignment of Trademark to be duly executed by its duly authorized officer thereunto as of the 18th day of April, 1997.

Acknowledged:

SUN WORLD INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

IBJ SCHRODER BANK & TRUST COMPANY

By: [Signature]
Name: Luis Perez
Title: Asst. Vice President

State of (New York)

County of (New York)

On April 18, 1997, before me, Norma Pacifico, Notary Public, personally appeared Luis Perez, personally known to me (or proved to em on the basis of satisfactory evidence) to be the person whose name is subscribed in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Signature [Signature] (Seal)

NORMA PACIFICO
Notary Public, State of New York
No. 43-507125A
Qualified in Richmond County
Certificate filed in Manhattan County
Commission Expires August 31st 98

TRADE MARK
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ASSIGNMENT OF TRADEMARK

Schedule i

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>FIRST USE</u>	<u>GOODS</u>
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SEE ATTACHED

TRADEMARK APPLICATIONS

SEE ATTACHED

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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SEE ATTACHED

Schedule 1-1

TRADEMARK
REF: 1581 FRAME: 0926