

U.S. DEPARTMENT OF COMMERCE

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Patent and Trademark Office
Docket No. 07427/507

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): SUNRISE GROWERS, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: CALIFORNIA <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: BANK OF THE WEST Internal Address: Street Address: 300 SOUTH GRAND AVE., MAIL SORT CP5-7 City: LOS ANGELES State: CALIFORNIA ZIP: 90071</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other: CALIFORNIA BANKING CORPORATION</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: OCTOBER 30, 2002</p>	

<p>4.A. Trademark Application No.(s)</p> <p>76/043,332</p>	<p>B. Registration No.(s)</p>
<p>Additional numbers attached? *<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

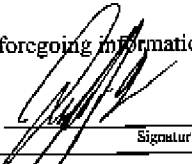
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Charlotte Chen Morrison & Foerster, LLP 555 West Fifth Street, 35th Floor Los Angeles, CA 90013</p>	<p>6. Total number of applications and trademark registrations involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41): \$40.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 07427/507</p>
<p>8. Deposit account number: 03-1952</p>	

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. **03-1952**.

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.

Name: **JEFFREY KAYES**  10/31/02

Signature Date

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

**Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

SECURITY AGREEMENT
(Trademarks)

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated this 30th day of October 2002 by and between SUNRISE GROWERS, INC., a California corporation (the "Borrower"), and BANK OF THE WEST, a California banking corporation, as Agent for the Lenders under (and as such term and all capitalized terms not otherwise defined herein are defined in) that certain Credit Agreement dated as of October 30, 2002 by and among the Borrower, Frozsun, Inc, a California corporation ("Frozsun"), the Agent, the L/C Issuer and the Lenders from time to time a party thereto (as amended, extended and replaced from time to time, the "Credit Agreement").

RECITALS

A. Pursuant to the Credit Agreement the Secured Parties have extended or agreed to extend credit to or for the benefit of the Borrower and Frozsun on the terms and conditions and subject to the conditions set forth therein.

B. In connection therewith, the Borrower agreed, among other things, to execute and deliver in favor of Secured Parties, (i) that certain Security Agreement dated as of October 30, 2002 (as amended, modified or waived, the "Security Agreement") between the Borrower and the Agent, for the benefit of the Secured Parties, and (ii) certain supplemental documents, including, without limitation, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. The Borrower hereby mortgages, assigns, grants and conveys to the Secured Parties, a security interest, pledge, assignment and mortgage in all of the Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, trademarks, service marks, unregistered marks, logos, indicia, tradenames, tradestyles, other business identifiers and rights and works protectable by trademark whether now owned or hereafter, and, except to the extent prohibited by the terms thereof or by law, all agreements in respect of Trademarks owned by third parties, including, without limitation, the Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(g) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Agent, for the benefit of the Secured Parties, for past, present and future infringements of any of the foregoing; and

(h) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Credit Agreement, the Security Agreement, and any other documents, the Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by the Borrower that are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify Agent in writing of any additional Trademarks of which Borrower becomes the owner, and to deliver to the Agent, for the benefit of the Secured Parties, an amended Schedule I reflecting such additional Trademarks. The Agent is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Trademark Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Secured Parties, it is the intention of the parties hereto that the Borrower continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Security Agreement and the other documents executed in connection therewith and the Secured Parties shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral pursuant to the Security Agreement.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with

any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.


(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.

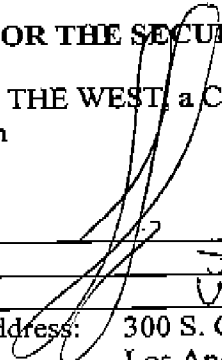
BORROWER:

SUNRISE GROWERS, INC., a California corporation:

By: 
 Name: _____
 Title: _____
 Address: 166 E. La Jolla Street
 Placentia, CA 92870

AGENT FOR THE SECURED PARTIES:

BANK OF THE WEST, a California banking corporation

By: 
 Name: _____
 Title: _____
 Address: 300 S. Grand Avenue
 Los Angeles, CA 90071
 Attn: Chuck Weerasooriya,
 Vice President

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On 10/30, 2002, before me, the undersigned notary public in and for said County and State, personally appeared John F. King, 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(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Irina M. Kurganov, Notary Public
My commission expires on 12/10/02

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER DOCUMENT

DESCRIPTION OF ATTACHED

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

Title or Type of Document

Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On 10/29, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Douglas R. Circle, 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(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Irina M. Kurganov, Notary Public
My commission expires on 12/10/02



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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DESCRIPTION OF ATTACHED

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
 ___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

Sunrise Trademark Security Agr.
Title or Type of Document

Signer(s) Other Than Named Above
Date of Document: _____
Number of Pages: _____

SIGNER IS REPRESENTING:

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
(Description of Trademark Collateral)

Serial Number for Application

76043332

Application Date

May 8, 2000

Image

