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To the Honorable Commissioner of Patents and T

original documents or copy thereof.

2003 APR 30 AM 11:24

FINANCE SECTION

4:30:03

Name of conveying party(ies):

Sun World International, Inc

Name and address of receiving party(ies)

Name: Black Diamond Capital Management, L.L.C.  
as agent

Internal Address:

Street Address: One Conway Park, 100 Field Drive,  
Suite 140

City: Lake Forest State: IL ZIP: 60045

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State Del

Other

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Delaware limited liability company

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

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

(Designations must be a separate document from assignment)

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Trademark Security Agreement

Execution Date: January 31, 2003

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41) \$ 990

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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950.00

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.

Laura Konrath

Name of Person Signing

*Laura Konrath*

Signature

9/18/03

Date

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

Continuation Item 4

ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
Thailand	29	01/28/1993	Kor13417	01/27/2003	Dried Fruit	Renewing	SWII
Sun World and Design	31	01/28/1993	Kor13245	01/27/2003	Fresh Fruit/Vegetables	Renewing	SWII
Sun World and Design	32	01/28/1993	Kor14794	01/27/2003	Juice	Renewing	SWII
Turkey	31	11/11/1992	141576	11/11/2002	Fresh Fruit/Vegetables	Renewing	SWI
Sun World and Design	31	08/06/1992	137949	08/06/2002	Grapes	Sugraone	SWI
Superior Seedless							
United States	31	03/23/1993	1760153	03/23/2003	Peaches	Renewing	SWII
Amber Crest	31	03/21/1989	1531127	03/21/2009	Seedless Watermelon	Supuchfour	SWII
Because Seeds Are the Pits	31	03/10/1988	2142639	03/10/2008	Plums	Suplumeleven	SWII
Black Diamond	31	08/22/2000	2379492	08/22/2010	Plums	Suplumentwenty	SWII
Black Giant	31	06/17/1995	1013649	06/17/2005	Fresh Citrus		SWII
Dr. Forbes	31	01/10/1989	1520340	01/10/2009	Fresh Fruit/Vegetables		SWII
Grid Design	31	01/10/1989	1520339	01/10/2009	Fresh Fruit/Vegetables		SWII
Grid Design - Grey	31	01/31/1989	1523046	01/31/2009	Fresh Fruit/Vegetables		SWII
Grid Design - Grey/Silver	31	11/09/1993	1803879	11/09/2003	Apricots	Supapritwo	SWII
Honeycot	31	09/26/1995	1922316	09/26/2005	Nectarines	Sunectnineteen	SWII
How Red	31	06/03/1997	2066908	06/03/2007	Fresh Citrus		SWII
Jade	31	06/06/1987	829989	06/06/2007	Fresh Citrus		SWII
Ko-chella	31	07/23/1991	1651993	07/23/2001	Peppers	Expired	SWII
L'Orange Royale	31	11/22/1988	1513803	11/22/2008	Peppers		SWII
Le Jaune Royale	31	12/06/1988	1515681	12/06/2008	Peppers		SWII
Le Vert Royale	31	06/08/1999	2251461	06/08/2009	Grapes	Sugrathirteen	SWII
Midnight Beauty	31	12/30/1986	1423149	12/30/2006	Fresh Citrus		SWII
Oasis	31	10/24/1989	1562458	10/24/2009	Nectarines	Sunectseven	SWII
Pacific Star	31	06/06/1989	1542787	06/06/2009	Grapes		SWII
Panorama	31	08/05/2000	1138514	08/05/2010	Fresh Citrus		SWII
Rancho Buena Vista	31	06/08/1993	1775400	06/08/2003	Peppers		SWII
Royale	31	08/14/1988	1492508	06/14/2008	Fresh Citrus		SWII
Star Sweet	29,31	04/22/2000	1133787	04/22/2010	Fresh/Dried Fruit, Vegetables		SWII
Sun World	31	03/22/1997	1061802	03/22/2007	Fresh Fruit/Vegetables		SWII
Sun World	31	09/06/1994	1853223	09/06/2004	Dried Fruit		SWII
Sun World and Design	29	08/16/1994	1850396	08/16/2004	Fresh Fruit/Vegetables		SWII
Sun World and Design	29	04/05/1994	1829926	04/05/2004	Dried Fruit		SWII
(Sun World) Design Logo	31	04/05/1994	1829951	04/05/2004	Fresh Fruit/Vegetables		SWII
(Sun World) Design Logo	31	01/31/1989	1522818	01/31/2009	Watermelon		SWII
Sun World Seedless	31	06/23/1998	2167719	06/23/2008	Grapes	Sugraone	SWII
Superior Seedless	31	03/09/1999	2230903	03/09/2009	Nectarines	Sunecteight	SWII
Super Star	31	06/26/1988	243525	06/26/2008	Fresh Citrus		SWII
Victoria	31	07/06/1999	2259988	07/06/2009	Fresh Fruit/Vegetables		SWII
Where Produce Begins							

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PENDING TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
<b>Singapore</b>							
Sun World and Design	29	11/06/1992	Pending		Dried Fruit		SWII
Sun World and Design	31	11/06/1992	Pending		Fresh Fruit/Vegetables		SWII
<b>South Africa</b>							
Black Giant	31	09/29/1999	Pending		Plums	Suplumtwenty	SWII
Sable Seedless	31	02/12/2002	Pending		Grapes	Sugrasixteen	SWII
Sophia Seedless	31	04/26/2002	Pending		Grapes	Sugraeighteen	SWII
<b>United States</b>							
Moose Cat	31	11/05/2001	Pending		Grapes		SWII
Red Diamond	31	05/05/1998	Pending		Plums		SWII
Sable Seedless	31	11/05/2001	Pending		Grapes	Sugrasixteen	SWII
Sophia Seedless	31	11/05/2001	Pending		Grapes	Sugraeighteen	SWII
Sun World	32	06/11/1999	Pending		Fruit juices		SWII
Sun World and Design	32	06/11/1999	Pending		Fruit juices		SWII
<b>Venezuela</b>							
Sun World and Design	31	09/15/1997	Pending		Fresh Fruit/Vegetables		SWII
<b>Vietnam</b>							
Superior Seedless by Sun World	31	05/15/2002	Pending		Grapes	Sugraone	SWII

76/335,088  
 75/539,250  
 76/335,086  
 76/334,551  
 75/727031  
 75/727,032

\* **European Community includes:**  
 Austria, Belgium, Denmark, Finland,  
 France, Germany, Greece, Ireland,  
 Italy, Luxembourg, the Netherlands,  
 Portugal, Spain, Sweden and the  
 United Kingdom.

SCHEDULE A

to the Trademark Security Agreement

ISSUED TRADEMARKS

See attached.

ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner	
Canada	31	10/18/1999	TMA518058	10/18/2014	Peaches	Supeachfour	SW/II	
	31	11/29/1999	TMA519985	11/29/2014	Apricots	Suapritwo	SW/II	
	31	05/10/1991	384240	05/10/2006	Peppers		SW/II	
	31	12/13/1991	391543	12/13/2006	Peppers		SW/II	
	31	07/14/1989	358359	07/14/2004	Fresh Citrus		SW/II	
	29,30,31,32,42	08/12/1994	431739	08/12/2009	Fresh/Dried Fruit,Juice,Services		SW/II	
	29,30,31,32,42	08/12/1994	431740	08/12/2009	Fresh/Dried Fruit,Juice,Services		SW/II	
	31	01/27/1989	350643	01/27/2004	Watermelon		SW/II	
	31	03/31/1995	441287	03/31/2010	Grapes	Sugraone	SW/II	
	Chile	31	06/19/1995	446.853	06/19/2005	Plums	Suplumeleven	SW/II
		31	03/19/1996	458.797	03/19/2006	Plums	Suplumlwelve	SW/II
		31	03/21/2000	564.371	03/21/2010	Apricots	Suapritwo	SW/II
		31	01/14/1998	501.189	01/14/2008	Fresh Citrus		SW/II
		31	04/19/1999	538.922	04/19/2009	Grapes	Sugrathirteen	SW/II
		31	12/26/1995	295.163	12/26/2005	Nectarines	Sunectseven	SW/II
		31	07/05/2002	635.258	07/05/2012	Grapes		SW/II
		31	05/19/1998	512.842	05/19/2008	Grapes		SW/II
31		03/20/2000	564.212	03/20/2010	Fresh Fruit/Vegetables		SW/II	
32		06/22/2001	598.226	06/22/2011	Juice		SW/II	
29		01/05/1995	436.995	01/05/2005	Dried Fruit		SW/II	
31		06/27/1995	447.227	06/27/2005	Fresh Fruit/Vegetables		SW/II	
32		07/06/1993	408.880	07/06/2003	Juice		SW/II	
31		06/19/1995	446.852	06/19/2005	Nectarines	Sunecteight	SW/II	
31		03/19/1996	458.828	03/19/2006	Grapes	Sugraone	SW/II	
29,30,31		11/17/1997	496.682	11/17/2007	Commercial Fruit Market		SW/II	
29,30,31		11/25/1997	497.358	11/25/2007	Industrial Plant		SW/II	
China		31	08/14/2001	1618627	08/13/2011	Grapes	Sugrathirteen	SW/II
		31	10/10/1990	530403	10/09/2000	Fresh Fruit/Vegetables	Expired	SW/II
		29	01/21/1997	935486	01/20/2007	Dried Fruit		SW/II
	31	01/28/1997	939261	01/27/2007	Fresh Fruit/Vegetables		SW/II	
	32	01/28/1997	937987	01/27/2007	Juice		SW/II	
	29	01/21/1997	935485	01/20/2007	Dried Fruit		SW/II	
	31	01/28/1997	939260	01/27/2007	Fresh Fruit/Vegetables		SW/II	
	32	01/28/1997	937986	01/27/2007	Juice		SW/II	
	31	04/28/1999	1269738	04/27/2009	Plums	Suplumeleven	SW/II	
	31	08/14/2001	1618627	08/13/2011	Grapes	Sugrathirteen	SW/II	
	31	10/10/1990	530403	10/09/2000	Fresh Fruit/Vegetables	Expired	SW/II	
	29	01/21/1997	935486	01/20/2007	Dried Fruit		SW/II	
	31	01/28/1997	939261	01/27/2007	Fresh Fruit/Vegetables		SW/II	
32	01/28/1997	937987	01/27/2007	Juice		SW/II		
29	01/21/1997	935485	01/20/2007	Dried Fruit		SW/II		
31	01/28/1997	939260	01/27/2007	Fresh Fruit/Vegetables		SW/II		
32	01/28/1997	937986	01/27/2007	Juice		SW/II		
31	04/28/1999	1269738	04/27/2009	Plums	Suplumeleven	SW/II		

ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
<b>Costa Rica</b>							
Sun World and Design	29	08/16/1993	83602	08/16/2003	Dried Fruit		SWII
Sun World and Design	31	10/14/1993	84242	10/14/2003	Fresh Fruit/Vegetables		SWII
<b>Denmark</b>							
Sun World and Design	29,31,32,35,39	07/08/1994	VR04.472	07/08/2004	Fresh/Dried Fruit; Juice; Services		SWII
<b>Dominican Republic</b>							
Superior Seedless	31	12/15/1992	55558	12/15/2012	Grapes	Sugraone	SWI
<b>Egypt</b>							
Sun World and Design	29	11/02/1992	84781	11/02/2012	Dried Fruit		SWII
Sun World and Design	31	11/02/1992	84782	11/02/2012	Fresh Fruit; Vegetables		SWII
Superior Seedless	31	11/28/2002	82059	01/28/2012	Grapes	Sugraone	SWII
<b>El Salvador</b>							
Sun World	31	07/03/2000	119	07/03/2010	Fresh Fruit; Vegetables		SWII
Sun World and Design	31	12/12/1996	173	12/12/2006	Fresh Fruit; Vegetables		SWII
<b>European Community **</b>							
Amber Crest	31	08/13/1999	1277664	08/13/2009	Peaches	Suprechfour	SWII
Black Diamond	31,35,42	08/20/1997	611004	08/20/2007	Plums	Suplumeleven	SWII
Black Giant	31,35,39	09/29/1999	1326172	09/29/2009	Plums	Suplumtwenty	SWII
Honeycot	31,32,35	06/08/1999	1199413	06/08/2009	Apricots	Supapritwo	SWII
Midnight Beauty	31	08/11/1998	902924	08/11/2008	Grapes	Supgrathirteen	SWII
Sun World and Design	29,31,35	03/29/1996	118802	03/29/2006	Fresh/Dried Fruit; Services		SWII
Superior Seedless	31,35	08/20/1997	Pending		Grapes	Sugraone	SWII
<b>France</b>							
Sun World	29,31	12/07/1992	1221099	12/07/2002	Fresh/Dried Fruit	Renewing	SWII
Sun World and Design	29,31,32,35,39,42	11/09/1992	92441115	11/09/2002	Fresh/Dried Fruit; Juice; Services	Renewing	SWII
<b>Germany</b>							
Sun World and Design	29,31,32,39,42	02/17/1994	2057163	01/25/2003	Fresh/Dried Fruit; Juice; Services		SWII

ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner	
Great Britain	31	05/27/1999	1501687	05/27/2009	Plums	Suplumeleven	SWII	
	29	12/09/1989	1186833	12/09/2003	Dried Fruit		SWII	
	31	12/09/1989	1186834	12/09/2003	Fresh Fruit/Vegetables		SWII	
	29	01/05/2000	1523346	01/05/2010	Dried Fruit		SWII	
	31	01/05/2000	1523347	01/05/2010	Fresh Fruit/Vegetables		SWII	
	32	01/05/2000	1523348	01/05/2010	Juice		SWII	
	42	08/07/1999	1509070	08/07/2009	Distribution Services		SWII	
	31	04/24/1998	2164830	04/24/2008	Grapes	Sugraone	SWII	
	Greece	31	06/14/1994	77327	06/14/2004	Plums	Suplumeleven	SF/B.V.
		29, 30, 31, 32, 42	09/18/1995	112351	01/18/2003	Fresh/Dried Fruit; Juice; Services		SWII
31		06/14/1994	77332	06/14/2004	Nectarines	Sunecteight	SF/B.V.	
31		10/26/2000	63281	10/25/2010	Fresh Fruit/Vegetables		SWII	
Guatemala	29	01/18/1996	78345	01/18/2006	Dried Fruit		SWII	
	31	02/01/1996	78378	02/01/2006	Fresh Fruit/Vegetables		SWII	
	32	01/18/1996	78342	01/18/2006	Juice		SWII	
	29	01/18/1996	78344	01/18/2006	Dried Fruit		SWII	
	31	01/18/1996	78338	01/18/2006	Fresh Fruit/Vegetables		SWII	
	32	01/18/1996	78337	01/18/2006	Juice		SWII	
	Hong Kong	31	09/19/1997	12709/98	09/19/2004	Plums	Suplumeleven	SWII
		31	05/17/2000	01433/2001	05/17/2007	Grapes	Sugrathirteen	SWII
31		12/11/1989	686/86	12/11/2003	Fresh Fruit/Vegetables		SWII	
29		12/11/1999	02272	12/11/2013	Dried Fruit		SWII	
31		12/11/1999	04782	12/11/2013	Fresh Fruit/Vegetables		SWII	
32		12/11/1999	04783	12/11/2013	Juice		SWII	
Indonesia	29	08/04/1994	309045	02/06/2003	Dried Fruit		SWII	
	31	08/04/1994	309042	02/06/2003	Fresh Fruit/Vegetables	Renewing	SWII	
	32	08/04/1994	309043	02/06/2003	Juice		SWII	
	31	10/12/1991	311783	10/12/2001	Grapes	Renewin; Sugraone	SWII	
	31	10/12/1991	311783	10/12/2001	Grapes		SWII	

ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
International ***							
Angeleno	31	10/02/1984	487688	10/02/2004	Plums	Suplumsix	SF/B.V.
Black Diamond	31	10/02/1984	487689	10/02/2004	Plums	Suplumeleven	SF/B.V.
Early Superior Seedless	31	10/02/1984	487693	10/02/2004	Grapes	Sugrafive	SF/B.V.
Pacific Star	31	10/02/1984	487687	10/02/2004	Nectarines	Sunectseven	SF/B.V.
Super Star	31	10/02/1984	487692	10/02/2004	Nectarines	Sunecteight	SF/B.V.
Superior Seedless	31	10/02/1984	487694	10/02/2004	Grapes	Sugraone	SF/B.V.
Israel							
Midnight Beauty	31	06/30/1999	128827	06/30/2006	Grapes	Sugrathirteen	SWII
Sun World and Design	31	09/08/1999	84660	09/08/2013	Fresh Fruit/Vegetables		SWII
Superior	31	05/15/1999	83377	05/15/2013	Fresh Fruit;Live Plants		SWII
Superior Seedless	31	06/12/1997	76667	06/12/2011	Grapes	Sugraone	SWII
Italy							
Angeleno	31	07/08/2001	613192	07/08/2011	Plums	Suplumsix	SWII
Angeleno	31	03/01/1994	686967	03/01/2004	Plums	Suplumsix	SF/B.V.
Black Diamond	31	03/01/1994	686962	03/01/2004	Plums	Suplumeleven	SF/B.V.
Sun World	31	04/04/1997	781330	04/04/2007	Fresh Fruit/Vegetables		SWII
Sun World and Design	29,31,32,42	10/03/1995	659019	1/11/2003	Fresh/Dried Fruit;Juice;Services	Sugraone	SF/B.V.
Superior Seedless	31	03/01/1994	686970	03/01/2004	Grapes	Sugraone	SWI
Superior Seedless	31	12/29/1993	613193	07/08/2001	Grapes	Sugraone	SF/B.V.
Super Star	31	03/01/1994	686968	03/01/2004	Nectarines	Sunecteight	SF/B.V.
Japan							
Black Diamond	31	03/12/1999	4250485	03/12/2009	Plums	Suplumeleven	SWII
Midnight Beauty	31	04/20/2001	4469711	04/20/2011	Grapes	Sugrathirteen	SWII
Rancho Buena Vista	31	09/26/1997	4060598	09/26/2002	Fresh Citrus	Renewing	SWII
Sun World	32	05/31/1993	2539773	05/31/2003	Juice		SWII
Sun World and Design	29	12/25/1996	3233717	12/25/2006	Dried Fruit		SWII
Sun World and Design	31	12/25/1996	3242499	12/25/2006	Fresh Fruit/Vegetables		SWII
Sun World and Design	32	02/12/1999	4240484	02/12/2009	Juice		SWII
(Sun World) Design Logo	29	07/31/1996	3174979	07/31/2006	Dried Fruit		SWII
(Sun World) Design Logo	31	07/31/1996	3174980	07/31/2006	Fresh Fruit/Vegetables		SWII
Sun World International-Service Mark	35	12/25/1996	3204818	12/25/2006	Consulting Services		SWII
Sun World Star Sweet	31	07/29/1994	2684559	07/29/2004	Fresh Fruit/Vegetables		SWII
Superior Seedless (in Katakana)	31	12/05/1997	4087887	12/05/2007	Grapes	Sugraone	SWII
Superior Seedless	31	03/16/2001	Abandoned		Grapes	Sugraone	SWII



ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
Jordan	31	03/01/1991	22110	03/01/2005	Plums	Suplumeleven	SF/B.V.
	31	03/01/1991	22170	03/01/2005	Nectarines	Sunecteight	SF/B.V.
	31	03/01/1991	22046	03/01/2005	Grapes	Sugraone	SF/B.V.
Korea	31	08/08/1998	414893	08/07/2008	Fresh Fruit/Vegetables		SWII
	31	07/12/1994	293312	07/11/2004	Fresh Fruit/Vegetables		SWII
	32	06/03/1994	291033	06/02/2004	Juice		SWII
	31	04/05/1994	287969	04/04/2004	Fresh Fruit/Vegetables		SWII
	32	02/22/1994	285590	02/21/2004	Juice		SWII
Liechtenstein	29,31,32,42	05/13/1993	8580	02/17/2013	Fresh/Dried Fruit,Juice,Services		SWII
Malaysia	31	12/01/1994	87/05761	12/01/2008	Fresh Fruit/Vegetables		SWII
	32	08/11/1997	90/05244	08/11/2011	Juice		SWII
	31	01/21/2000	93/00364	01/21/2010	Fresh Fruit/Vegetables		SWII
Mexico	31	04/27/1992	411597	03/08/2001	Peppers	Expired	SWII
	31	09/17/1998	592833	09/17/2008	Grapes	Sugrathirteen	SWII
	31	07/19/1993	348972	01/07/2003	Grapes	Expired	SWI
	31	04/25/2001	406330	04/25/2011	Fresh Fruit/Vegetables		SWII
	31	01/31/1994	451102	11/30/2002	Fresh Fruit/Vegetables	Renewing	SWII
	31	01/31/1994	451105	11/30/2002	Fresh Fruit/Vegetables	Renewing	SWII
	31	04/25/2001	417631	04/25/2011	Watermelon		SWII
	1	04/15/2001	369409	04/15/2011	Living Plants		SWII
	16	04/15/2001	337129	04/15/2011	Living Plants	Sugraone	SWII
	20	08/26/1993	440634	06/04/2003	TM on Cardboard Boxes	Sugraone	SWII
Monaco	29,30,31,32,42	02/22/1993	93.14668	02/22/2003	Fresh/Dried Fruit,Juice,Services	Renewing	SWII
	29,30,31,32,42	02/22/1993	93.14669	02/22/2003	Fresh/Dried Fruit,Juice,Services	Renewing	SWII

ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
Morocco	31	07/20/1999	70354	07/20/2019	Grapes	Sugrathirteen	SWII
	29,30,31,32,42	12/31/1992	50325	12/31/2012	Fresh/Dried Fruit,Juice,Services		SWII
	29,30,31,32,42	01/20/1993	50442	01/20/2013	Fresh/Dried Fruit,Juice,Services		SWII
	31	07/26/1999	70386	07/26/2019	Grapes	Sugraone	SWII
Namibia	31	06/14/1999	99/0798	06/14/2009	Grapes	Sugraone	SWII
New Zealand	31	06/15/1999	311117	06/15/2006	Plums	Suplumeleven	SWII
	31	06/15/1999	311118	06/15/2006	Apricots	Suapritwo	SWII
	29	11/13/1989	145160	12/07/2003	Dried Fruit		SWII
	31	11/13/1989	141161	12/07/2003	Fresh Fruit/Vegetables		SWII
	29	05/03/1999	222605	11/02/2013	Dried Fruit		SWII
	31	05/03/1999	222606	11/02/2013	Fresh Fruit/Vegetables		SWII
Peru	31	11/10/1997	041038	11/10/2007	Fresh Fruit/Vegetables	Sugraone	SWII
Philippines	31	10/22/1999	4-1992-84543	10/22/2019	Grapes	Sugraone	SWI
Portugal	29	07/15/1994	287413	07/15/2004	Dried Fruit		SWII
	31	07/15/1994	287414	07/15/2004	Fresh Fruit/Vegetables		SWII
Singapore	31	05/22/2000	T00/08555H	05/22/2010	Grapes	Sugrathirteen	SWII
	29	11/06/1992	T92/08538Z	11/06/2012	Dried Fruit		SWII
	31	11/06/2002	T92/08537Z	11/06/2012	Fresh Fruit/Vegetables		SWII

ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
South Africa	31	07/01/1999	95/15491/1	11/20/2005	Plums	Suplumsix	SWII
	31	01/26/2000	96/12553	09/05/2006	Plums	Suplumeleven	SWII
	31	08/07/1998	1998/14033	08/07/2008	Grapes	Sugrathirteen	SWII
	31	02/21/1992	89/4147	05/10/2009	Fresh Fruit/Vegetables		SWII
	32	05/17/1993	90/5796	07/10/2010	Juice		SWII
	29	03/15/1995	92/9390	11/02/2012	Dried Fruit		SWII
	31	03/15/1995	92/9391	11/02/2012	Fresh Fruit/Vegetables		SWII
	32	03/30/1995	92/9392	11/02/2012	Juice		SWII
	31	04/12/1999	95/15492	11/20/2005	Grapes	Sugraone	SWII
	31	06/08/1993	1766141	06/08/2003	Plums		SWII
Spain	29	10/05/1993	1739658	01/15/2003	Dried Fruit	Suplumeleven	SWII
	31	10/05/1993	1739659	01/15/2003	Fresh Fruit/Vegetables		SWII
	32	10/05/1993	1739657	01/15/2003	Juice		SWII
	31	10/08/1999	2262573	10/08/2009	Grapes	Sugraone	SWII
Sweden	29,31,32,35,39,42	07/15/1994	259493	07/15/2004	Fresh/Dried Fruit; Juice; Services		SWII
	29,30,31,32	11/04/1992	404617	11/04/2012	Fresh/Dried Fruit; Juice		SWII
Taiwan	31	06/16/1999	856588	06/15/2009	Plums	Suplumeleven	SWII
	31	08/16/2001	957028	08/15/2011	Grapes	Sugrathirteen	SWII
	31	09/01/1998	411714	08/31/2008	Fresh Fruit/Vegetables		SWII
	29,31	09/01/1998	606393	08/31/2008	Fresh/Dried Fruit; Vegetables		SWII
	29,31	08/01/1993	606305	07/31/2003	Fresh/Dried Fruit/Vegetables		SWII
31	05/01/2002	997234	04/30/2012	Grapes	Sugraone	SWII	
Tangier	29,30,31,32,42	12/31/1992	8799	12/31/2012	Fresh/Dried Fruit; Juice; Services		SWII
	29,30,31,32,42	01/20/1993	8817	01/20/2013	Fresh/Dried Fruit; Juice; Services		SWII

ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
Thailand							
Sun World and Design	29	01/28/1993	Kor13417	01/27/2003	Dried Fruit	Renewing	SWII
Sun World and Design	31	01/28/1993	Kor13245	01/27/2003	Fresh Fruit/Vegetables	Renewing	SWII
Sun World and Design	32	01/28/1993	Kor14794	01/27/2003	Juice	Renewing	SWII
Turkey							
Sun World and Design	31	11/11/1992	141576	11/11/2002	Fresh Fruit/Vegetables	Renewing	SWI
Superior Seedless	31	08/06/1992	137949	08/06/2002	Grapes	Sugraone	SWI
United States							
Amber Crest	31	03/23/1993	1760153	03/23/2003	Peaches	Renewing	Suprechfour
Because Seeds Are the Pits	31	03/21/1989	1531127	03/21/2009	Seedless Watermelon		SWII
Black Diamond	31	03/10/1998	2142639	03/10/2008	Plums	Suplumeleven	SWII
Black Giant	31	08/22/2000	2379492	08/22/2010	Plums	Suplurtwenty	SWII
Dr. Forbes	31	06/17/1995	1013649	06/17/2005	Fresh Citrus		SWII
Grid Design	31	01/10/1989	1520340	01/10/2009	Fresh Fruit/Vegetables		SWII
Grid Design - Grey	31	01/10/1989	1520339	01/10/2009	Fresh Fruit/Vegetables		SWII
Grid Design - Grey/Silver	31	01/31/1989	1523046	01/31/2009	Fresh Fruit/Vegetables		SWII
Honeycot	31	11/09/1993	1803879	11/09/2003	Apricots	Supritwo	SWII
How Red	31	09/26/1995	1922316	09/26/2005	Nectarines	Sunectnineten	SWII
Jade	31	06/03/1997	2066908	06/03/2007	Fresh Citrus		SWII
Ko-chella	31	06/06/1987	829989	06/06/2007	Fresh Citrus		SWII
L'Orange Royale	31	07/23/1991	1651993	07/23/2001	Peppers	Expired	SWII
Le Jaune Royale	31	11/22/1988	1513803	11/22/2008	Peppers		SWII
Le Vert Royale	31	12/06/1988	1515681	12/06/2008	Peppers		SWII
Midnight Beauty	31	06/08/1999	2251461	06/08/2009	Grapes	Sugrathirteen	SWII
Oasis	31	12/30/1986	1423149	12/30/2006	Fresh Citrus		SWII
Pacific Star	31	10/24/1989	1562458	10/24/2009	Nectarines	Sunecteseven	SWII
Panorama	31	06/06/1989	1542787	06/06/2009	Grapes		SWII
Rancho Buena Vista	31	08/05/2000	1138514	08/05/2010	Fresh Citrus		SWII
Royale	31	06/08/1993	1775400	06/08/2003	Peppers		SWII
Star Sweet	31	06/14/1988	1492508	06/14/2008	Fresh Citrus		SWII
Sun World	29,31	04/22/2000	1133787	04/22/2010	Fresh/Dried Fruit, Vegetables		SWII
Sun World	31	03/22/1997	1061802	03/22/2007	Fresh Fruit/Vegetables		SWII
Sun World and Design	29	09/06/1994	1853223	09/06/2004	Dried Fruit		SWII
Sun World and Design	31	08/16/1994	1850396	08/16/2004	Fresh Fruit/Vegetables		SWII
(Sun World) Design Logo	29	04/05/1994	1829926	04/05/2004	Dried Fruit		SWII
(Sun World) Design Logo	31	04/05/1994	1829951	04/05/2004	Fresh Fruit/Vegetables		SWII
Sun World Seedless	31	01/31/1989	1522818	01/31/2009	Watermelon		SWII
Superior Seedless	31	06/23/1998	2167719	06/23/2008	Grapes	Sugraone	SWII
Super Star	31	03/09/1999	2230903	03/09/2009	Nectarines	Sunecteight	SWII
Victoria	31	06/26/1988	243525	06/26/2008	Fresh Citrus		SWII
Where Produce Begins	31	07/06/1999	2259988	07/06/2009	Fresh Fruit/Vegetables		SWII

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ISSUED TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
Vietnam Midnight Beauty	31	08/29/2001	38139	05/23/2010	Grapes	Sugrathirteen	SWII

\* Benelux includes:  
Belgium, the Netherlands, Luxembourg

\*\* European Community includes:  
Austria, Belgium, Denmark, Finland,  
France, Germany, Greece, Ireland,  
Italy, Luxembourg, the Netherlands,  
Portugal, Spain, Sweden and the  
United Kingdom.

\*\*\* International includes:  
Algeria; Egypt; France; Germany;  
Morocco; Portugal; Spain; Tunisia.  
Check the trademark file as some  
countries refused registration.

SCHEDULE B  
to the Trademark Security Agreement

PENDING TRADEMARKS

See attached.

PENDING TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
<b>Australia</b> Sable Seedless Sophia Seedless Superior Seedless by Sun World	31	04/29/2002	Pending		Grapes	Sugrasixteen	SWII
	31	04/29/2002	Pending		Grapes	Sugraeighteen	SWII
	31	04/29/2002	Pending		Grapes	Sugraone	SWII
<b>Brazil</b> Midnight Beauty Superior Seedless Superior Seedless by Sun World	31	07/02/1999	Pending		Grapes	Sugrathirteen	SWII
	31	04/26/2002	Pending		Grapes	Sugraone	SWII
	31	01/07/2002	Pending		Grapes	Sugraone	SWII
<b>Canada</b> Black Diamond Midnight Beauty Sable Seedless Sophia Seedless	31	08/15/1997	Pending		Plums	Suplumeleven	SWII
	31	08/10/1998	Pending		Grapes	Sugrathirteen	SWII
	31	04/26/2002	Pending		Grapes	Sugrasixteen	SWII
	31	04/26/2002	Pending		Grapes	Sugraeighteen	SWII
<b>Chile</b> Sable Seedless Sophia Seedless	31	05/02/2002	Pending		Grapes	Sugrasixteen	SWII
	31	05/02/2002	Pending		Grapes	Sugraeighteen	SWII
<b>Egypt</b> Midnight Beauty	31	07/05/1999	Pending		Grapes	Sugrathirteen	SWII
<b>European Community *</b> Sable Seedless Sophia Seedless Superior Seedless	31	04/26/2002	Pending		Grapes	Sugrasixteen	SWII
	31	04/26/2002	Pending		Grapes	Sugraeighteen	SWII
	31,35	08/20/1997	Pending		Grapes	Sugraone	SWII
<b>Great Britain</b> Superior Seedless	31	01/31/2001	Pending		Grapes	Sugraone	SWII
<b>Greece</b> Superior Seedless	31	02/27/2001	Pending		Grapes	Sugraone	SWII

PENDING TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
<b>Israel</b>							
Black Diamond	31	02/07/2001	Pending		Plums	Suplumeleven	SWII
<b>Italy</b>							
Superior Seedless	31	08/12/1999	Pending		Grapes	Sugraone	SWII
<b>Malaysia</b>							
Black Diamond	31	08/26/1998	Pending		Plums	Suplumeleven	SWII
Midnight Beauty	31	06/05/2000	Pending		Grapes	Sugrathirteen	SWII
Sun World and Design	29	01/21/1993	Pending		Dried Fruit		SWII
Sun World and Design	31	01/21/1993	Pending		Fresh Fruit/Vegetables		SWII
Sun World and Design	32	01/21/1993	Pending		Juice		SWII
(Sun World) Design Logo	29	01/21/1993	Pending		Dried Fruit		SWII
Superior Seedless	31	04/04/2001	Pending		Grapes	Sugraone	SWII
<b>Mexico</b>							
Sable Seedless	31	04/30/2002	Pending		Grapes	Sugrasixteen	SWII
Sophia Seedless	31	04/30/2002	Pending		Grapes	Sugraeighteen	SWII
<b>Namibia</b>							
Midnight Beauty	31	01/15/2001	Pending		Grapes	Sugrathirteen	SWII
<b>New Zealand</b>							
Sable Seedless	31		To be Filed		Grapes	Sugrasixteen	SWII
Sophia Seedless	31		To be Filed		Grapes	Sugraeighteen	SWII
Superior Seedless by Sun World	31	04/26/2002	Pending		Grapes	Sugraone	SWII
<b>Philippines</b>							
Sun World and Design	29,31,32,42	03/04/1993	Pending		Fresh/Dried Fruit; Juice; Services		SWII
<b>Saudi Arabia</b>							
Superior Seedless	31	01/07/2002	Pending		Grapes	Sugraone	SWII



PENDING TRADEMARKS

Country/Trademark	Class	Reg. Date	Reg. No.	Expiration Date	Commodity	Variety	Owner
<b>Singapore</b>							
Sun World and Design	29	11/06/1992	Pending		Dried Fruit		SWII
Sun World and Design	31	11/06/1992	Pending		Fresh Fruit/Vegetables		SWII
<b>South Africa</b>							
Black Giant	31	09/29/1999	Pending		Plums	Suplumtwenty	SWII
Sable Seedless	31	02/12/2002	Pending		Grapes	Sugrasixteen	SWII
Sophia Seedless	31	04/26/2002	Pending		Grapes	Sugraeighteen	SWII
<b>United States</b>							
Moose Cat	31	11/05/2001	Pending	76/335,088	Grapes		SWII
Red Diamond	31	05/05/1998	Pending	75/539,250	Plums		SWII
Sable Seedless	31	11/05/2001	Pending	76/335,086	Grapes		SWII
Sophia Seedless	31	11/05/2001	Pending	76/334,551	Grapes	Sugrasixteen	SWII
Sun World	32	06/11/1999	Pending	75/727,031	Fruit juices	Sugraeighteen	SWII
Sun World and Design	32	06/11/1999	Pending	75/727,032	Fruit juices		SWII
<b>Venezuela</b>							
Sun World and Design	31	09/15/1997	Pending		Fresh Fruit/Vegetables		SWII
<b>Vietnam</b>							
Superior Seedless by Sun World	31	05/15/2002	Pending		Grapes	Sugraone	SWII

\* European Community includes:  
 Austria, Belgium, Denmark, Finland,  
 France, Germany, Greece, Ireland,  
 Italy, Luxembourg, the Netherlands,  
 Portugal, Spain, Sweden and the  
 United Kingdom.

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of January 31, 2003, is made by and between **SUN WORLD INTERNATIONAL, INC.**, a Delaware corporation ("Debtor"), in favor of **BLACK DIAMOND CAPITAL MANAGEMENT, L.L.C.**, a Delaware limited liability company ("Black Diamond"), as the collateral agent for the below-defined Lenders (in such capacity, together with any successor collateral agent, "Collateral Agent").

**RECITALS**

**WHEREAS**, Sun World International, Inc., a Delaware corporation (the "Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereof (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Black Diamond, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent"), and Collateral Agent have entered into that certain Financing Agreement, dated as of January 31, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), pursuant to which (i) the Lender Group (as defined below) has agreed to make certain financial accommodations to Borrower, and (ii) the Guarantors have agreed to guarantee the obligations of Borrower to the Lender Group;

**WHEREAS**, Debtor has executed and delivered to Collateral Agent that certain Security Agreement, dated as of January 31, 2003 (the "Security Agreement"), pursuant to which Debtor has granted to Collateral Agent, for the benefit of the Lender Group, security interests in (among other things) all or substantially all of Debtor's general intangibles; and

**WHEREAS**, to induce the Lender Group to continue to make the financial accommodations provided to Borrower pursuant to the Financing Agreement, Debtor has agreed to execute and deliver this Agreement to the Collateral Agent for filing with the PTO (as defined below) and with any other relevant recording systems in any jurisdiction, and as further evidence of and to effectuate Collateral Agent's existing security interests in the Trademark Collateral (as defined below).

**AGREEMENT**

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Collateral Agent as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Administrative Agent” shall have the meaning ascribed to such term in the Recitals to this Agreement.

“Agreement” shall have the meaning ascribed to such term in the Preamble to this Agreement.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

“Black Diamond” shall have the meaning ascribed to such term in the Preamble to this Agreement.

“Collateral Agent” shall have the meaning ascribed to such term in the Preamble to this Agreement.

“Debtor” shall have the meaning ascribed to such term in the Preamble to this Agreement.

“Event of Default” means any Event of Default under the Financing Agreement.

“Financing Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Guarantors” shall have the meaning ascribed to such term in the Recitals to this Agreement.

“Lender Group” means, collectively, the Lenders, Administrative Agent and Collateral Agent.

“Lenders” means, individually and collectively, each of the lenders identified on the signature pages of the Financing Agreement, and any other Person made a party thereto in accordance with the provisions of Section 12.07 thereof (together with their respective successors and assigns).

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Financing Agreement, or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Financing Agreement that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Lender Group (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Financing Agreement. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Lender Group (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Security Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security in Respect of the Secured Obligations. As security for the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Collateral Agent, for the

benefit of the Lender Group, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any other country or any political subdivision thereof (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A and Schedule B hereto (as the same may be amended, modified or supplemented from time to time), and the right to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Collateral Agent on behalf of the Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Anything in the Financing Agreement or this Agreement to the contrary notwithstanding, so long as no Event of Default has occurred and is

continuing, Debtor may license to any other Person the Trademark Collateral on a non-exclusive basis (subject to the security interests of the Collateral Agent, for the benefit of the Lender Group, therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact.

Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Collateral Agent reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) at any time during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) at any time during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) at any time during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group as follows:

(a) No Other Trademarks. A true and correct list of all of Trademarks owned, held (whether pursuant to a license or otherwise), or used by Debtor, in whole or in part, is set forth in Schedule A and Schedule B.

(b) Validity. Each of the Trademarks listed on Schedule A and Schedule B is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any such Trademarks have been paid for maintaining such Trademarks in force, and each of such Trademarks is valid and enforceable.

(c) Title. (i) Debtor has rights in and good title to the Trademark Collateral, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than the security interest in favor of Collateral Agent, for the benefit of the Lender Group, and other than Permitted Liens) and (iii) with respect to any Trademark for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or licensing agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not materially infringe upon or violate any right, privilege or license agreement of or with any other Person or give such Person the right to terminate any such right, privilege or license agreement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent security interests in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(f) No Subsidiary Interests. None of Coachella Growers, a California corporation, Sun Desert, Inc., a Delaware corporation, or Sun World/Rayo, a California corporation, has any interest in any Trademarks.

5. Covenants. Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Collateral Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. If and when Debtor shall obtain rights to any new Trademarks, or any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademarks or any improvement thereof, the provisions of this Agreement shall

automatically apply thereto and Debtor shall give to Collateral Agent prompt notice thereof. Debtor shall do all things deemed necessary or advisable by Collateral Agent to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Collateral Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent or any other member of the Lender Group hereunder or in connection herewith, neither Collateral Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Financing Agreement shall constitute an Event of Default hereunder.

9. Remedies. Upon the occurrence and during the continuation of an Event of Default, Collateral Agent shall have all rights and remedies available to it under the Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence and during the continuation of an Event of Default with respect to (among other things) any tangible asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent deems necessary or advisable, in the name of Debtor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to



maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Financing Agreement. Notwithstanding the foregoing, Collateral Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Security Agreement. Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Financing Agreement, this Agreement shall terminate and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor and, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Collateral Agent for the benefit of the Lender Group hereunder.

[Signature page follows]

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

**SUN WORLD INTERNATIONAL, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_

Name: Timothy J. Shaheen

Title: Chief Financial Officer

**BLACK DIAMOND CAPITAL  
MANAGEMENT, L.L.C.,**  
a Delaware limited liability company,  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Jim Zenni

President