

08-08-2003



102519788

Form PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

4-4-23

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

1. Name of conveying party(ies):  
Dole Citrus

Individuals  Association  
 General Partnership  Limited Partnership

Corporation - California  
 Other

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

2. Name and address of receiving party(ies):

Name: Deutsche Bank AG New York Branch  
 Internal Address:  
 Street Address: 31 West 52<sup>nd</sup> Street  
 City: New York State: NY Zip Code: 10019

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Collateral Agent

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other

Execution Date: March 28, 2003

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)

375506  
733503

AUG - 4 2003

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

Name: Helen Bruno, Senior Legal Assistant  
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41): ..... \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705

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

08/07/2003 DRYNE 00000025 375506

01 FC:0521 40.00 OP  
02 FC:0522 25.00 OP

DO NOT USE THIS SPACE

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.

Helen Bruno  
Name of Person Signing

August 4, 2003  
Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dole Citrus, a California corporation (the "Grantor") with principal offices at One Dole Drive, Westlake Village, CA, 91362, hereby grants to Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 31 West 52<sup>nd</sup> Street, New York, NY 10019, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the U.S. Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 28, 2003 (as amended, modified, restated and/or supplemented from time to time, the "U.S. Security Agreement"). Upon the occurrence of the Termination Date (as defined in the U.S. Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

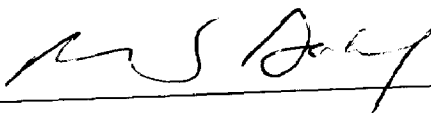
This Grant has been granted in conjunction with the security interest granted to the Grantee under the U.S. Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the U.S. Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

28 day of March, 2003.

DOLE CITRUS, Grantor

By 

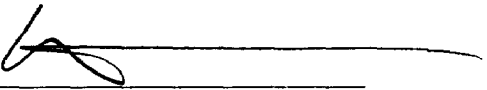
Name **RICHARD DAHL**

Title: **VICE PRESIDENT**

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 28<sup>th</sup> day of March, 2003, before me personally came \_\_\_\_\_

**RICHARD DAHL** who, being by me duly sworn, did state as follows: that he is  
**VICE PRESIDENT** of Dole Citrus, that he is authorized to execute the foregoing Grant on behalf  
of said ~~corporation~~ and that he did so by authority of the Board of Directors of said  
Corporations.

  
\_\_\_\_\_  
Notary Public

ROBERT J. MINCEMOYER  
Notary Public, State of New York  
No. 02MI6081132  
Qualified in New York County  
Commission Expires Sept. 30 2006

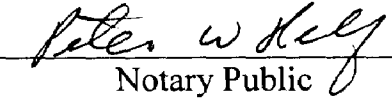
DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent and Grantee

By Scottye Lindsey  
Name: **Scottye Lindsey**  
Title: **Vice President**

By Alexander Bici  
Name: **ALEXANDER BICI**  
Title: **VICE PRESIDENT**

STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NEW YORK )


On this 27 day of March, 2003, before me personally came Scottye D. Lindsey who, being by me duly sworn, did state as follows: that he is Vice President of Deutsche Bank AG New York Branch, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**Peter W. Helf**  
**Notary Public, State of New York**  
**Qualified in Suffolk County**  
**No. 01HE6030586**  
**Commission Expires 9/13/2005**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NEW YORK )

On this 27 day of March, 2003, before me personally came \_\_\_\_\_  
Alexander Ricci who, being by me duly sworn, did state as follows: that [s]he is Vice  
President of Deutsche Bank AG New York Branch, that [s]he is authorized to execute the  
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of  
Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

Registration of Notary Public  
New York State  
2002

SCHEDULE A

Reg. No

MARK	APPLICATION NO.	APPLICATION DATE	REG. NO.	REG. DATE
BLUE GOOSE and Design	375,506	20-Feb-40	71/423519	12-Sep-39
BUFFALO	733,503	26-Jun-62	118,522	