

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fresh Advantage, Inc.		06/28/2005	CORPORATION: DELAWARE
Redi-Cut Foods, Inc.		06/28/2005	CORPORATION: DELAWARE
Fresh Express Incorporated		06/28/2005	CORPORATION: DELAWARE
TransFRESH Corporation		06/28/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association
Street Address:	301 South College Street
Internal Address:	One Wachovia Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2363302	FRESH EXPRESS
Registration Number:	2720662	TECTROL
Registration Number:	2036587	TRANSFRESH

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-848-4455  
 Email: jlik@shearman.com  
 Correspondent Name: Lowell Dashefsky  
 Address Line 1: 599 Lexington Avenue  
 Address Line 2: Shearman & Sterling LLP  
 Address Line 4: New York, NEW YORK 10022

CH \$90.00 2363302

ATTORNEY DOCKET NUMBER:	33444/84
NAME OF SUBMITTER:	Tucker McCrady
Signature:	/Tucker McCrady/
Date:	12/09/2005

**Total Attachments: 20**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 28, 2005 among each Person (as defined in the Security Agreement as defined below) which is listed on Schedule I hereto as a grantor (hereinafter such Persons are collectively referred to as the "Grantors" or individually referred to as a "Grantor") and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for itself and the Fresh Express Secured Parties (as defined in the Credit Agreement as defined below).

**RECITALS**

A. Each of the Grantors as of the time of execution hereof is a Subsidiary of Chiquita Brands L.L.C., a Delaware limited liability company (the "Company").

B. Pursuant to the Stock Purchase Agreement dated February 22, 2005 and entered into by and between Holdings (as defined in the Credit Agreement referred to below), as purchaser, and Performance Food Group Company, a Tennessee corporation, as seller (the "Seller"), Holdings has agreed to acquire, or has agreed to cause the Company to acquire (the "Acquisition") from the Seller all of the issued and outstanding shares of the capital stock of Fresh International Corp., a Delaware corporation, Fresh Advantage, Inc., a Virginia corporation, Redi-Cut Foods, Inc., an Illinois corporation, and K.C. Salad Holdings, Inc., a Missouri corporation (collectively, the "Fresh Express Companies").

C. The Company has requested that (1) simultaneously with the consummation of the Acquisition, the Lenders (as defined in the Credit Agreement referred to below) lend to the Company up to \$650,000,000, the proceeds of which will be used to pay to the Seller a portion of the cash consideration for the shares of capital stock in the Fresh Express Companies, to pay certain transaction fees and expenses, and to refinance certain existing indebtedness of the Company, and (2) from time to time thereafter, the Lenders make Revolving Loans to the Company and the L/C Issuers issue Letters of Credit (as defined in the Credit Agreement referred to below) for the account of the Company to provide working capital for the Company and its subsidiaries (including, without limitation, to fund Permitted Acquisitions (as defined in the Credit Agreement referred to below)).

D. Pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), among the Company, as borrower, the Lenders, the Collateral Agent and others, the Term C Lenders have agreed to make the Term C Loans upon the terms and subject to the conditions set forth therein proceeds of which will be used to pay to the Seller a portion of the cash consideration for the shares of capital stock in the Fresh Express Companies.

E. The Term C Lenders are willing to make the Term C Loans as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of itself and the Fresh Express Secured Parties, that certain Security Agreement dated as of the date hereof by and

among the Collateral Agent for the benefit of itself and the Fresh Express Secured Parties and the other parties thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

F. Pursuant to the Security Agreement, all parties hereto are required to execute and deliver to the Collateral Agent, for the benefit of itself and the Fresh Express Secured Parties, this Trademark Security Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

### **ARTICLE I. DEFINED TERMS.**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the Credit Agreement, as applicable.

### **ARTICLE II. GRANT OF SECURITY INTEREST AND LIEN IN TRADEMARK COLLATERAL.**

**2.01** Each Grantor, in order to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Fresh Express Secured Obligations owed by such Grantor, hereby grants to the Collateral Agent, for the benefit of itself and the Fresh Express Secured Parties, a continuing security interest and Lien in and right to set off against any and all right, title and interest of such Grantor in and to the following that is owned as of the Specified Date (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, and all Trademark Licenses to which it is a party, including without limitation those referred to opposite such Grantor's name on Schedule I hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) to the extent not included in the definition of "Trademarks," all applications for registration, registrations, renewals, reissues or extensions of the foregoing or pertaining thereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) to the extent not otherwise included, all Proceeds and products of and from the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (ii) injury to the goodwill associated

with any Trademark or any Trademark licensed under any Trademark License or (iii) Trademark License royalties.

**2.02** Anything contained in this Trademark Security Agreement to the contrary notwithstanding, the term "Trademark Collateral" shall not include any Trademark or Trademark License that is held by any Grantor, as of the Specified Date, as a licensee, to the extent that: (a) as a result of the grant of a security interest or Lien therein, such Grantor's rights in or with respect to such asset would be forfeited or such Grantor would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law, including, without limitation, after giving full effect to Section 9-408 of the UCC; provided, however, that the term "Trademark Collateral" shall include (1) any and all Proceeds of such Trademarks and Trademark Licenses, and (2) such Trademarks and Trademark Licenses at any time that the restrictions in the license or other agreement are no longer effective and enforceable (including as a result of the exercise of an option to purchase or the repayment of the secured financing) or at any time that the applicable licensor or other applicable party's consent is obtained to the grant of a security interest and Lien in and to such Trademark or Trademark License in favor of Collateral Agent, for the benefit of the Fresh Express Secured Parties.

**2.03** Each Grantor and the Collateral Agent, on behalf of itself and the Fresh Express Secured Parties, hereby acknowledges and agrees that the security interest and Lien created hereby in the Trademark Collateral (i) constitutes continuing collateral security for all of the Fresh Express Secured Obligations of such Grantor and (ii) is not to be construed as an assignment or sale of any Trademarks or Trademark Licenses. Notwithstanding anything contained in this Trademark Security Agreement, no Subsidiary of Holdings shall be deemed to have granted by reason of this Trademark Security Agreement or any of the other Credit Documents any Lien on any of its property or assets to secure any liabilities or obligations of Holdings (including, without limitation, the liabilities and obligations of Holdings under any of the Credit Documents).

**ARTICLE III. APPOINTMENT OF COLLATERAL AGENT AS ATTORNEY-IN-FACT.**

**3.01** Grantors hereby irrevocably constitute and appoint the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantors or in its name, from time to time, in the Collateral Agent's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

**3.02** This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Fresh Express Secured Obligations remain outstanding or any Credit Document in respect of the Fresh Express Secured Obligations is in effect, and until all of the Commitments in respect of the Term C Facility shall have terminated. The Collateral Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers,

privileges and options expressly or implicitly granted to the Collateral Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Collateral Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Collateral Agent solely to protect, preserve and realize upon its security interest and Lien in the Trademark Collateral.

**ARTICLE IV. AGREEMENT BY GRANTORS NOT TO ASSIGN OR ENCUMBER ANY OF THE TRADEMARK COLLATERAL.**

Except to the extent not prohibited in the Security Agreement or the Credit Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

**ARTICLE V. SECURITY AGREEMENT.**

The rights, Liens and security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens and security interests granted to the Collateral Agent, on behalf of itself and the Fresh Express Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest and Lien 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 event of an irreconcilable conflict, the Security Agreement shall control.

**ARTICLE VI. RECORDATION.**

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, worldwide, record this Trademark Security Agreement.

**ARTICLE VII. GOVERNING LAW; WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION; VENUE.**

UNLESS OTHERWISE PROVIDED IN ANY CREDIT DOCUMENT, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PROVISIONS OF THE SECURITY AGREEMENT RELATING TO WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION, VENUE AND ARBITRATION ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

FRESH ADVANTAGE, INC., as a Grantor

By: Mark Devo  
Name: Mark Devo  
Its: president





REDI-CUT FOODS, INC., as a Grantor

By: Mark Devo  
Name: Mark Devo  
Its: President



FRESH EXPRESS INCORPORATED, as a  
Grantor

By: Mark Dreyer  
Name: Mark Dreyer  
Its: President

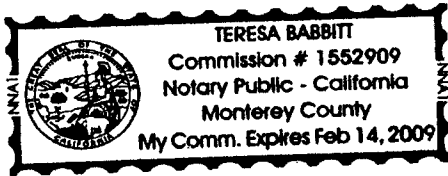
ACKNOWLEDGMENT OF GRANTOR

STATE OF California )  
                                  )     ss.  
COUNTY OF Monterey )

On this 24 day of June, 2005 before me personally appeared Mark Drever, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fresh Express Incorporated, who being by me duly sworn did depose and say that [he][she] is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by their Board of Directors and that [he][she] acknowledged said instrument to be the free act and deed of said corporation.

Teresa Babbitt  
Notary Public

{seal}



TRANSFRESH CORPORATION, as a Grantor

By: Mark Deen

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

Its: President

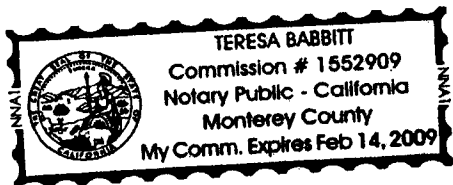
ACKNOWLEDGMENT OF GRANTOR

STATE OF California )  
  )     ss.  
COUNTY OF Monterey )

On this 24 day of June, 2005 before me personally appeared Mark Dreker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Transfresh Corporation, who being by me duly sworn did depose and say that [he][she] is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by their Board of Directors and that [he][she] acknowledged said instrument to be the free act and deed of said corporation.

Teresa Babbitt  
Notary Public

{seal}



**ACCEPTED AND ACKNOWLEDGED BY:**

WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: *L Richard Didonato*  
Name: L. Richard Didonato  
Title: MD

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Fresh Advantage, Inc.  
Fresh Express Incorporated  
Redi-Cut Foods, Inc.  
TransFRESH Corporation

SEE SCHEDULE 3.06 TO THE FRESH EXPRESS  
SECURITY AGREEMENT IN TAB 10



**Schedule 3.06**

**Copyrights, Patents, Trademarks, and Trademark Licenses**

See attached.

**COPYRIGHTS**

None.

## TRADEMARKS

<b>FILE NAME</b>	<b>Jurisdiction</b>	<b>Application No. Serial No.</b>	<b>Date Filed</b>	<b>Registration No.</b>	<b>Date Registered</b>	<b>Owner of Trademark</b>
Fresh Express and Design	United States	75/623,223	1/19/1999	2,363,302	6/27/2000	Fresh Express Incorporated
Tectrol	US	76/327,387	10/19/2001	2,720,662	6/3/2003	TransFRESH Corporation
TransFresh	United States	74/703,025	7/18/1995	2,036,587	2/11/1997	TransFRESH Corporation
Tectrol	Germany	T36576 39WZ	5/5/1994	2,092,058	2/20/1995	TransFRESH Corporation
Tectrol	France	INPI814487	9/17/1986	1,382,308	9/17/1986	TransFRESH Corporation
Tectrol	Spain	1159207M9	9/1/1986	1159207M9	6/20/1994	TransFRESH Corporation
TransFresh	Chile	358.885	8/9/2000	580.158	8/9/2000	TransFRESH Corporation
TransFresh	France	INPI814488	9/17/1986	1,370,879	9/17/1986	TransFRESH Corporation
TransFresh Corporation	Spain	1003410M2	4/15/1982	1003410M2	12/3/1982	TransFRESH Corporation

**PATENTS**

<b>MATERIAL PATENTS</b>							
	<b>Title</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>Date Filed</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Record Owner</b>
1.	Apparatus And Method For Washing The Cored Areas Of Lettuce Heads During Harvest	United States	09/692,273	10/19/2000	6,679,276	1/20/2004	Fresh Express Incorporated
2.	Apparatus And Methods For Washing Cores Of Cored Lettuce Heads	United States	09/144,792	9/1/1998	6,276,375	8/21/2001	Fresh Express Incorporated
3.	Apparatus And Methods For Washing The Cored Areas Of Lettuce Heads During Harvest	United States	09/295,438	4/20/1999	6,298,865	10/9/2001	Fresh Express Incorporated
4.	Apparatus For Bagging Product Units	United States	08/002,081	1/8/1993	5,314,286	5/24/1994	TransFRESH Corporation
5.	Apparatus For Cooling And Packaging Bulk Fresh Products	United States	09/037,927	3/10/1998	6,189,299	2/20/2001	Fresh Express Incorporated
6.	Controlled Environment Transportation Of Respiring Comestibles	United States	07/385,282	7/25/1989	4,987,745	1/29/1991	TransFRESH Corporation
7.	Controlled Environment Transportation Of Respiring Comestibles	Australia	38968/89	7/25/1989	621391	07/06/1992	TransFRESH Corporation
8.	Fresh Produce Container System	United States	08/260,397	06/14/1994	5,402,906	04/04/1995	Fresh Express Incorporated
9.	Improvement In A Method For Bagging Of Product Units On A Production Line In Particular Agriculture Products Retarding The Ripping And Avoiding Its Spoilage	Chile	129-90	02/15/1990	38458	9/15/1990	TransFRESH Corporation
10.	Improved Method and Apparatus for Carriage of Comestibles and/or Plants Subject to Degradation as a Result of Its Respiration	Chile	535-89	07/25/1989	37,841	4/12/1991	TransFRESH Corporation
11.	Method And Apparatus For Bagging Product Units	Australia	49356/90	2/13/1990	640,628	9/2/1993	TransFRESH Corporation

**MATERIAL PATENTS**

	<b>Title</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>Date Filed</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Record Owner</b>
12.	Method And Apparatus For Bagging Product Units	United States	07/675,741	3/27/1991	5,111,639	5/12/1992	TransFRESH Corporation
13.	Method And Apparatus For Bagging Product Units "Metodo y Aparato para Colocar Unidades de Productos en Sacos"	Mexico	019,483	2/13/1990	173,775	3/28/1994	TransFRESH Corporation
14.	Method And Apparatus For Sealing A Flexible Bag To A Pallet	United States	09/573,430	05/16/2000	6,532,717	3/18/2003	Fresh Express Incorporated
15.	Method And Apparatus For Bagging Product Units	United States	07/311,225	2/15/1989	5,046,302	9/10/1991	TransFRESH Corporation
16.	Method And Apparatus For Bagging Product Units	United States	07/473,919	1/31/1990	5,014,495	5/14/1991	TransFRESH Corporation
17.	Method for Processing Freshly Harvested Leafy Vegetables and Subdivided, Peeled Fruit	United States	09/507,503	2/18/2000	6,467,248	10/22/2002	Fresh Express Incorporated
18.	Method for Vacuum Gas Flush Treatment of Fresh Produce	United States	09/507,504	2/18/2000	6,379,731	4/30/2002	Fresh Express Incorporated
19.	Method for Washing Cores of Cored Lettuce Heads	United States	09/234,152	1/19/1999	5,954,067	9/21/1999	Fresh Express Incorporated
20.	Methods and Apparatus for Vacuum/Gas Flush Treatment of Fresh Produce	United States	09/775,333	2/1/2001	6,470,795	10/29/2002	Fresh Express Incorporated
21.	Methods for Washing Cores of Cored Lettuce Head	United States	09/346,633	7/1/1999	6,196,237	3/6/2001	Fresh Express Incorporated
22.	Monitor-Control Systems And Methods For Monitoring And Controlling Atmospheres In Containers For Respiring Perishables	European	91303194.4	11/04/1991	457431	10/1/1997	TransFRESH Corporation (Covers Germany, Denmark, Spain, UK, and Italy; separately scheduled for these countries)

## MATERIAL PATENTS

	Title	Jurisdiction	App. No.	Date Filed	Patent No.	Issue Date	Record Owner
23.	Monitor-Control Systems And Methods For Monitoring And Controlling Atmospheres In Containers For Respiring Perishables	United States	08/565,564	11/30/1995	5,872,721	2/16/1999	TransFRESH Corporation
24.	Monitor-Control Systems. & Methods for Monitoring & Controlling Atmospheres in Containers for Respiring Perishables	Chile	352-91	04/22/1991	38,959	9/5/1995	TransFRESH Corporation
25.	Monitor-Control Systems. & Methods for Monitoring & Controlling Atmospheres in Containers for Respiring Perishables	Spain	91303194.4	4/11/1991	457431	10/1/1997	TransFRESH Corporation (also scheduled as EPO patent)
26.	Processes For Disinfesting Fruit Fly Pests in Citrus Fruit	Australia	89506/98	10/26/1998	751029	8/8/2002	TransFRESH Corporation and U.S. Department of Agriculture
27.	Processes For Disinfesting Fruit Fly Pests in Citrus Fruit	Chile	27755-1998	11/19/1998	N/A	N/A	TransFRESH Corporation
28.	Processes For Disinfesting Fruit Fly Pests in Citrus Fruit	Spain	9,901,528	7/8/1999	2,157,806	1/15/2002	TransFRESH Corporation and U.S. Department of Agriculture
29.	System & Method for providing & delivering preservative gases to enclosures containing perishables	Mexico	13778	11/14/1988	166,237	12/24/1992	TransFRESH Corporation
30.	Systems And Method For Providing And Delivering Preservative Gases To Enclosures Containing Perishable Products	Australia	25637/88	11/16/1988	613,423	12/3/1991	TransFRESH Corporation
31.	Systems For Providing And Delivering Preservative Cases To Enclosures Containing Perishable Products	United States	07/122,893	11/19/1987	4,843,956	7/4/1989	TransFRESH Corporation