Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|--|
| Chiquita Brands L.L.C. | | 106/28/2005 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 134

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------------|
| Serial Number: | 73553371 | CHIQUITA |
| Serial Number: | 78646956 | 100% FRUIT. ANYTIME. ANYWHERE. |
| Serial Number: | 75380468 | A HEALTHY WAY TO START YOUR DAY |
| Serial Number: | 75635240 | ALWAYS FRESH. ALWAYS CHIQUITA. |
| Serial Number: | 72359925 | AMIGO |
| Serial Number: | 74182170 | AMIGO |
| Serial Number: | 75456110 | AT THE HEART OF A HEALTHY BREAKFAST. |
| Serial Number: | 76194425 | BANANEWS |
| Serial Number: | 78627860 | BRAIN FUEL |
| Serial Number: | 74088398 | CALYPSO BREEZE |
| Serial Number: | 73552924 | СНІСО |
| Serial Number: | 76206273 | СНІСО |
| Serial Number: | 75299018 | СНІСО |

TRADEMARK
REEL: 003210 FRAME: 0234

| Serial Number: 73553372 CHIQUITA Serial Number: 74538570 CHIQUITA Serial Number: 73268455 CHIQUITA Serial Number: 7368297 CHIQUITA Serial Number: 7368302 CHIQUITA Serial Number: 7368302 CHIQUITA Serial Number: 7362861 CHIQUITA Serial Number: 73616812 CHIQUITA Serial Number: 75481254 CHIQUITA Registration Number: 7481254 CHIQUITA Registration Number: 74127290 CHIQUITA Serial Number: 75421925 CHIQUITA Serial Number: 74480838 CHIQUITA Serial Number: 7541176 CHIQUITA Serial Number: 7541176 CHIQUITA Serial Number: 73548506 CHIQUITA Serial Number: 7368846 CHIQUITA Serial Number: 7368846 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75421920 CHIQU | Serial Number: | 75350460 | CHILLERS |
|--|----------------------|----------|----------|
| Serial Number: 73268455 CHIQUITA Serial Number: 73668297 CHIQUITA Serial Number: 73668302 CHIQUITA Serial Number: 73616812 CHIQUITA Serial Number: 75481254 CHIQUITA Registration Number: 711622 CHIQUITA Registration Number: 74127290 CHIQUITA Serial Number: 75421925 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 75421176 CHIQUITA Serial Number: 73658678 CHIQUITA Serial Number: 73668344 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 7541177 <td< td=""><td>Serial Number:</td><td>73553372</td><td>CHIQUITA</td></td<> | Serial Number: | 73553372 | CHIQUITA |
| Serial Number: 73668297 CHIGUITA Serial Number: 73668302 CHIGUITA Serial Number: 73616812 CHIGUITA Serial Number: 75481254 CHIGUITA Registration Number: 711622 CHIGUITA Registration Number: 853740 CHIGUITA Serial Number: 74127290 CHIGUITA Serial Number: 75421925 CHIGUITA Serial Number: 74480838 CHIGUITA Serial Number: 73680095 CHIGUITA Serial Number: 76731176 CHIGUITA Serial Number: 76033311 CHIGUITA Serial Number: 73648506 CHIGUITA Serial Number: 73668346 CHIGUITA Serial Number: 73668246 CHIGUITA Serial Number: 73668244 CHIGUITA Serial Number: 7368844 CHIGUITA Serial Number: 75421920 CHIGUITA Serial Number: 75421920 CHIGUITA Serial Number: 75741177 C | Serial Number: | 74538570 | CHIQUITA |
| Serial Number: 73668302 CHIQUITA Serial Number: 73628661 CHIQUITA Serial Number: 73616812 CHIQUITA Serial Number: 75481254 CHIQUITA Registration Number: 711622 CHIQUITA Registration Number: 74127290 CHIQUITA Serial Number: 7442925 CHIQUITA Serial Number: 74480838 CHIQUITA Serial Number: 73680095 CHIQUITA Serial Number: 76741176 CHIQUITA Serial Number: 73546506 CHIQUITA Serial Number: 736683311 CHIQUITA Serial Number: 73668344 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75491250 CHIQUITA Serial Number: 76741177 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 74432265 <t< td=""><td>Serial Number:</td><td>73268455</td><td>CHIQUITA</td></t<> | Serial Number: | 73268455 | CHIQUITA |
| Serial Number: 73628661 CHIQUITA Serial Number: 73616812 CHIQUITA Serial Number: 75481254 CHIQUITA Registration Number: 711622 CHIQUITA Registration Number: 74127290 CHIQUITA Serial Number: 75421925 CHIQUITA Serial Number: 74480838 CHIQUITA Serial Number: 73680095 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 76033311 CHIQUITA Serial Number: 73546506 CHIQUITA Serial Number: 736682678 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481255 CHIQUITA Serial Number: 75481265 < | Serial Number: | 73668297 | CHIQUITA |
| Serial Number: 73616812 CHIQUITA Serial Number: 75481254 CHIQUITA Registration Number: 711622 CHIQUITA Registration Number: 74127290 CHIQUITA Serial Number: 7427295 CHIQUITA Serial Number: 74480838 CHIQUITA Serial Number: 73680095 CHIQUITA Serial Number: 77741176 CHIQUITA Serial Number: 76033311 CHIQUITA Serial Number: 73546506 CHIQUITA Serial Number: 73686406 CHIQUITA Serial Number: 73686496 CHIQUITA Serial Number: 73686496 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 76741177 CHIQUITA Serial Number: 767741177 CHIQUITA Serial Number: 7442265 CHIQUITA Serial Number: 74538574 <td< td=""><td>Serial Number:</td><td>73668302</td><td>CHIQUITA</td></td<> | Serial Number: | 73668302 | CHIQUITA |
| Serial Number: 75481254 CHIQUITA Registration Number: 711622 CHIQUITA Registration Number: 853740 CHIQUITA Serial Number: 74127290 CHIQUITA Serial Number: 75421925 CHIQUITA Serial Number: 75421925 CHIQUITA Serial Number: 74480838 CHIQUITA Serial Number: 7368095 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 75033311 CHIQUITA Serial Number: 7364506 CHIQUITA Serial Number: 7366878 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 7368296 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75367515 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 75976071 CHIQ | Serial Number: | 73628661 | CHIQUITA |
| Registration Number: 711622 CHIQUITA Registration Number: 853740 CHIQUITA Serial Number: 74127290 CHIQUITA Serial Number: 75421925 CHIQUITA Serial Number: 74480838 CHIQUITA Serial Number: 73680095 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 76033311 CHIQUITA Serial Number: 73646506 CHIQUITA Serial Number: 73628678 CHIQUITA Serial Number: 73688344 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 7541177 CHIQUITA Serial Number: 75481265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 74442265 C | Serial Number: | 73616812 | CHIQUITA |
| Registration Number: 653740 CHIQUITA Serial Number: 74127290 CHIQUITA Serial Number: 75421925 CHIQUITA Serial Number: 7480838 CHIQUITA Serial Number: 73680095 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 73633311 CHIQUITA Serial Number: 7366806 CHIQUITA Serial Number: 73668344 CHIQUITA Serial Number: 73688296 CHIQUITA Serial Number: 73688404 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 73687515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 7596071 CHIQUITA Serial Number: 75242238 CHIQUIT | Serial Number: | 75481254 | CHIQUITA |
| Serial Number: T4127290 CHIQUITA Serial Number: 75421925 CHIQUITA Serial Number: 7480838 CHIQUITA Serial Number: 73680095 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 76033311 CHIQUITA Serial Number: 7364506 CHIQUITA Serial Number: 736682678 CHIQUITA Serial Number: 73668244 CHIQUITA Serial Number: 73688444 CHIQUITA Serial Number: 73688404 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 74482265 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA< | Registration Number: | 711622 | CHIQUITA |
| Serial Number: 75421925 CHIQUITA Serial Number: 74480838 CHIQUITA Serial Number: 73680095 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 76033311 CHIQUITA Serial Number: 73546506 CHIQUITA Serial Number: 73628678 CHIQUITA Serial Number: 73668344 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA | Registration Number: | 853740 | CHIQUITA |
| Serial Number: 74480838 CHIQUITA Serial Number: 73680095 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 76033311 CHIQUITA Serial Number: 73546506 CHIQUITA Serial Number: 73628678 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 7538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75242238 CHIQUITA< | Serial Number: | 74127290 | CHIQUITA |
| Serial Number: 73680095 CHIQUITA Serial Number: 75741176 CHIQUITA Serial Number: 76033311 CHIQUITA Serial Number: 73546506 CHIQUITA Serial Number: 73628678 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 75211700 CHIQUITA | Serial Number: | 75421925 | CHIQUITA |
| Serial Number: 75741176 CHIQUITA Serial Number: 76033311 CHIQUITA Serial Number: 73546506 CHIQUITA Serial Number: 73628678 CHIQUITA Serial Number: 73668344 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 75033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 75442265 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 75211700 CHIQUITA | Serial Number: | 74480838 | CHIQUITA |
| Serial Number: 76033311 CHIQUITA Serial Number: 73546506 CHIQUITA Serial Number: 73628678 CHIQUITA Serial Number: 73668344 CHIQUITA Serial Number: 73688296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 73680095 | CHIQUITA |
| Serial Number: 73546506 CHIQUITA Serial Number: 73628678 CHIQUITA Serial Number: 73668344 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 753634122 CHIQUITA | Serial Number: | 75741176 | CHIQUITA |
| Serial Number: 73628678 CHIQUITA Serial Number: 73668344 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75241700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 76033311 | CHIQUITA |
| Serial Number: 73668344 CHIQUITA Serial Number: 73668296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 73546506 | CHIQUITA |
| Serial Number: 73668296 CHIQUITA Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 73628678 | CHIQUITA |
| Serial Number: 73680404 CHIQUITA Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 73668344 | CHIQUITA |
| Serial Number: 75421920 CHIQUITA Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 73668296 | CHIQUITA |
| Serial Number: 75481253 CHIQUITA Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 73680404 | CHIQUITA |
| Serial Number: 76033312 CHIQUITA Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 75421920 | CHIQUITA |
| Serial Number: 75741177 CHIQUITA Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 75481253 | CHIQUITA |
| Serial Number: 78367515 CHIQUITA Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 76033312 | CHIQUITA |
| Serial Number: 74442265 CHIQUITA Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 75741177 | CHIQUITA |
| Serial Number: 75198336 CHIQUITA Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 78367515 | CHIQUITA |
| Serial Number: 73295611 CHIQUITA Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 74442265 | CHIQUITA |
| Serial Number: 74538574 CHIQUITA Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 75198336 | CHIQUITA |
| Serial Number: 75976071 CHIQUITA Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 73295611 | CHIQUITA |
| Serial Number: 75242238 CHIQUITA Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 74538574 | CHIQUITA |
| Serial Number: 75211700 CHIQUITA Serial Number: 73634122 CHIQUITA | Serial Number: | 75976071 | CHIQUITA |
| Serial Number: 73634122 CHIQUITA | Serial Number: | 75242238 | CHIQUITA |
| | Serial Number: | 75211700 | CHIQUITA |
| | Serial Number: | 73634122 | |

| Serial Number: | 72180249 | CHIQUITA |
|----------------|----------|---|
| Serial Number: | 74173929 | CHIQUITA |
| Serial Number: | 71536969 | CHIQUITA BANANA |
| Serial Number: | 78526730 | CHIQUITA BITES |
| Serial Number: | 72167427 | CHIQUITA |
| Serial Number: | 74002912 | CHIQUITA EXPRESS |
| Serial Number: | 78276075 | CHIQUITA FRESH CUT FRUIT |
| Serial Number: | 74246159 | CHIQUITA JR |
| Serial Number: | 74287741 | CHIQUITA JR. |
| Serial Number: | 75101499 | CHIQUITA JR. |
| Serial Number: | 75808146 | CHIQUITA KIDS |
| Serial Number: | 78451985 | CHIQUITA MINI'S |
| Serial Number: | 78426205 | CHIQUITA MOUNTAIN GOLD |
| Serial Number: | 78197625 | CHIQUITA PERFECTLY FRESH |
| Serial Number: | 78614718 | CHIQUITA REAL FRUIT SMOOTHIES |
| Serial Number: | 78367516 | CHIQUITA SOLUCIONES |
| Serial Number: | 76317516 | CHIQUITA SOLUTIONS |
| Serial Number: | 78614595 | CHIQUITA TO GO |
| Serial Number: | 78276073 | CHIQUITA |
| Serial Number: | 75805840 | CHIQUITA. EVERYTHING ELSE IS JUST A BANANA. |
| Serial Number: | 78615965 | CHIQUITA. LA FRUTA QUE SI SABE A FRUTA. |
| Serial Number: | 76270636 | CHIQUITA. PERFECT FOR LIFE. |
| Serial Number: | 76317515 | CHIQUITA. YOUR PRODUCE SOLUTION. |
| Serial Number: | 76337981 | CHIQUITASTORE.COM |
| Serial Number: | 75635241 | CHIQUITA-TIZE |
| Serial Number: | 75894925 | COMIENZA SANAMENTE CON CHIQUITA |
| Serial Number: | 76342985 | CONSUL |
| Serial Number: | 76342984 | CONSUL |
| Serial Number: | 72100554 | |
| Serial Number: | 73793130 | |
| Serial Number: | 75635242 | ENERGIZE. MAXIMIZE. CHIQUITA-TIZE. |
| Serial Number: | 78300984 | FLAVOR SAVOR |
| Serial Number: | 78300981 | FLAVOR SAVOR |
| Serial Number: | 78300987 | FLAVOR SAVOR |
| Serial Number: | 75388378 | FREESTYLE FRUIT PUNCH |

| Serial Number: | 73540058 | FRUPAC |
|----------------|----------|--|
| Serial Number: | 73545301 | FRUPAC |
| Serial Number: | 73540061 | |
| Serial Number: | 78504192 | FUN-NANAS |
| Serial Number: | 74802352 | GARDENA |
| Serial Number: | 74310386 | GREAT WHITE FLEET |
| Serial Number: | 74310255 | GREAT WHITE FLEET, LTD. |
| Serial Number: | 75050593 | GROOVIN' GRAPE |
| Serial Number: | 75183560 | INLINE ORANGE |
| Serial Number: | 78146986 | JUST-CUT FRESH |
| Serial Number: | 75421918 | MARITROP |
| Serial Number: | 75834672 | CHIQUITA |
| Serial Number: | 75312756 | |
| Serial Number: | 76374913 | |
| Serial Number: | 75583458 | ONLY THE BEST. ONLY CHIQUITA. EVERYDAY. |
| Serial Number: | 76075136 | ORCHARD WAVE |
| Serial Number: | 74427848 | PACIFICO |
| Serial Number: | 78616283 | PEEL. EAT. REPEAT DAILY. |
| Serial Number: | 76356881 | PERFECT FOR LIFE |
| Serial Number: | 78197623 | PERFECTLY FRESH |
| Serial Number: | 72232431 | PETITE 150'S |
| Serial Number: | 73699053 | PETITE 150'S |
| Serial Number: | 78616279 | PLACE STICKER ON FOREHEAD. SMILE. |
| Serial Number: | 78627854 | POTASSIUM POWER |
| Serial Number: | 75812316 | PRODUCE E.XPRESS |
| Serial Number: | 75834852 | PRODUCE E.XPRESS DELIVERING THE EXPECTED |
| Serial Number: | 75376868 | PRODUCE SOLUTIONS |
| Serial Number: | 74022148 | QUITE POSSIBLY, THE WORLD'S PERFECT FOOD |
| Serial Number: | 73304028 | RRR THREE R'S |
| Serial Number: | 75207019 | SPORTS BLAST |
| Serial Number: | 75778472 | START FRESH WITH CHIQUITA |
| Serial Number: | 74330186 | SUN CLASSICS |
| Serial Number: | 76097904 | SUNRISE SPLASH |
| Serial Number: | 73754329 | THE FIRST LADY OF FRUIT |
| Serial Number: | 76054097 | THE GRAB 'N GO FRUIT |

| Serial Number: | 76247129 | THE GRAB 'N GO SNACK |
|----------------------|----------|---------------------------------|
| Serial Number: | 76343212 | THE PERFECT FAST FOOD |
| Serial Number: | 74468196 | TROPICAL PARADISE |
| Serial Number: | 71235085 | UNIFRUIT |
| Serial Number: | 74291240 | WHEN A LITTLE IS EXACTLY ENOUGH |
| Serial Number: | 75299019 | WILD BERRY SPLASH |
| Serial Number: | 74166737 | YES! BANANAS |
| Serial Number: | 73476971 | YES! BANANAS |
| Serial Number: | 74166736 | YES! BANANAS |
| Serial Number: | 74199641 | COAST CITRUS DISTRIBUTORS |
| Serial Number: | 76418581 | GO FOOD |
| Serial Number: | 74718900 | RED LADY |
| Serial Number: | 74199663 | SWEET SUCCESS |
| Registration Number: | 670320 | CHIQUITA |
| Registration Number: | 221055 | MELORIPE |
| Registration Number: | 2198521 | ROLLIN BLUE RASPBERRY |

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: Tucker McCrady

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP - IP Docketing

Address Line 4: New York, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 33444/84 |
|-------------------------|------------------|
| NAME OF SUBMITTER: | Tucker McCrady |
| Signature: | /Tucker McCrady/ |
| Date: | 12/14/2005 |

Total Attachments: 13

source=Trademark Agreement#page1.tif source=Trademark Agreement#page2.tif source=Trademark Agreement#page3.tif source=Trademark Agreement#page4.tif source=Trademark Agreement#page5.tif source=Trademark Agreement#page6.tif

source=Trademark Agreement#page7.tif source=Trademark Agreement#page8.tif source=Trademark Agreement#page9.tif source=Trademark Agreement#page10.tif source=Trademark Agreement#page11.tif source=Trademark Agreement#page12.tif source=Trademark Agreement#page13.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 28, 2005 among CHIQUITA BRANDS L.L.C., a Delaware limited liability company (the "Company"), each Person (as defined in the Security Agreement as defined below) other than the Company which is listed on Schedule I hereto as a grantor (hereinafter the Company and such other 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 Chiquita Secured Parties (as defined in the Credit Agreement as defined below).

RECITALS

- A. The Company is party to an existing Credit Agreement, dated as of January 5, 2005 (as amended through the date hereof, the "Existing Credit Agreement"), with the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent for such lenders, as a co-lead arranger, as swing line lender and as letter of credit issuer, Wachovia Bank, National Association, as syndication agent and a co-lead arranger, and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., New York Branch, as documentation agent.
- B. The Company is also party to that certain Trademark Security Agreement dated as of January 5, 2005 (as amended through the date hereof, the "Existing Trademark Security Agreement") among the Company, the obligors party thereto and Wells Fargo Bank, National Association, as administrative agent for the benefit of itself and the lenders from time to time party to the Existing Credit Agreement.
- C. 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").
- D. 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)).

NYDOCS03/773216.3

- E. In order to provide the credit facilities described in Paragraph D. above, the Company has requested that the Lenders amend and restate the Existing Credit Agreement (the Existing Credit Agreement, as so amended and restated as of the date hereof, and as the same may be further amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement").
- F. The Lenders are willing to make the Loans and the L/C Issuers to issue Letters of Credit 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 Chiquita Secured Parties, that certain Amended and Restated Security Agreement dated as of the date hereof by and among the Company, the Collateral Agent, 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").
- G. Pursuant to the Security Agreement, all parties hereto are required to amend and restate the Existing Trademark Security Agreement upon the terms set forth herein.

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. <u>DEFINED TERMS</u>.

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 Chiquita Secured Obligations owed by such Grantor, hereby grants to the Collateral Agent, for the benefit of itself and the Chiquita 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, whether now owned, acquired or arising hereafter (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 <u>Schedule I</u> 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 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 Chiquita 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 Chiquita Secured Obligations of such Grantor, whether now existing or hereafter arising 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 Chiquita Secured Obligations remain outstanding or any Credit Document in respect of the Chiquita Secured Obligations is in effect, and until all of the Commitments in respect of the Term B 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 Chiquita 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 the 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

4

NYDOCS03/773216.3

THE SECURITY AGREEMENT RELATING TO WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION, VENUE AND ARBITRATION ARE HEREBY INCORPORATED BY REFERENCE HEREIN, <u>MUTATIS MUTANDIS</u>.

[signature page follows]

5

NYDOCS03/773216.3

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:

CHIQUITA BRANDS L.L.C., as a Grantor

Title: Senior Vice President and

Chief Financial Officer

Chiquita Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR

| STATE OF OHIO |) | |
|--------------------|---|-----|
| |) | SS. |
| COUNTY OF HAMILTON |) | |

On this day of June, 2005 before me personally appeared Jeffrey M. Zalla, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Chiquita Brands L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by their Board of Directors or members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

{seal}

BRIDGET CHRISTINE HOFFMAN Attorney at Law Notary Public, State of Ohio My Commission Has No Expiration Date, Section 147.03 O.R.C.

Chiquita Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: Kahard (l. 1) Name: LR, chard DiDonato

Title: \(\square\)

Chiquita Trademark Security Agreement

SCHEDULE I

Trademarks

| Trademark | Application No. | Registration No. |
|-------------------------------------|-----------------|------------------|
| CHIQUITA & design | 73/553371 | 1,391,777 |
| 100% FRUIT. ANYTIME. ANYWHERE | 78/646956 | N/A |
| A HEALTHY WAY TO START YOUR DAY | 75/380468 | 2,250,513 |
| ALWAYS FRESH. ALWAYS CHIQUITA. | 75/635240 | 2,510,902 |
| AMIGO | 72/359925 | 910,452 |
| AMIGO & design | 74/182170 | 1,688,035 |
| AT THE HEART OF A HEALTHY BREAKFAST | 75/456110 | 2,341,835 |
| BANANEWS | 76/194425 | 2,681,719 |
| BRAIN FUEL | 78/627860 | N/A |
| CALYPSO BREEZE | 74/088398 | 1,693,443 |
| CHICO | 73/552924 | 1,449,963 |
| CHICO & design | 76/206273 | 2,646,913 |
| CHICO & design | 75/299018 | 2,309,627 |
| CHILLERS & design | 75/350460 | 2,273,431 |
| CHIQUITA | 73/553372 | 1,391,022 |
| CHIQUITA | 74/538570 | 1,991,773 |
| CHIQUITA | 73/268455 | 1,183,170 |
| CHIQUITA | 73/668297 | 1,478,925 |
| CHIQUITA | 73/668302 | 1,478,926 |
| CHIQUITA | 73/628661 | 1,446,707 |
| CHIQUITA | 73/616812 | 1,442,357 |
| CHIQUITA | 75/481254 | 2,319,837 |
| CHIQUITA | 72/027919 | 670,320 |
| CHIQUITA | 100555 | 711,622 |
| CHIQUITA | 254337 | 853,740 |

| Trademark | Application No. | Registration No. |
|-------------------------------|-----------------|------------------|
| CHIQUITA | 74/127290 | 1,711,944 |
| CHIQUITA | 75/421925 | 2,238,638 |
| CHIQUITA | 74/480838 | 1,906,730 |
| CHIQUITA | 73/680095 | 1,486,124 |
| CHIQUITA | 75/741176 | 2,422,224 |
| CHIQUITA | 76/033311 | 2,574,376 |
| CHIQUITA & design | 73/546506 | 1,388,476 |
| CHIQUITA & design | 73/628678 | 1,445,498 |
| CHIQUITA & design | 73/668344 | 1,490,411 |
| CHIQUITA & design | 73/668296 | 1,478,924 |
| CHIQUITA & design | 73/680404 | 1,486,128 |
| CHIQUITA & design | 75/421920 | 2,240,561 |
| CHIQUITA & design | 75/481253 | 2,304,829 |
| CHIQUITA & design | 76/033312 | 2,589,433 |
| CHIQUITA & design | 75/741177 | 242,101 |
| CHIQUITA & design | 78/367515 | N/A |
| CHIQUITA & design | 74/442265 | 1,903,716 |
| CHIQUITA & design | 75/198336 | 2,294,598 |
| CHIQUITA & design | 73/295611 | 1,175,379 |
| CHIQUITA & design | 74/538574 | 1,991,774 |
| CHIQUITA & design | 75/976071 | 2,090,170 |
| CHIQUITA & design | 75/242238 | 2,179,540 |
| CHIQUITA & design | 75/211700 | 2,204,386 |
| CHIQUITA & design | 73/634122 | 1,448,765 |
| CHIQUITA & design | 72/180249 | 775,094 |
| CHIQUITA AND BLUE OVAL DESIGN | 74/173929 | 1,731,439 |
| CHIQUITA BANANA & design | 71/536969 | 508,492 |
| CHIQUITA BITES | 78/526730 | N/A |

2

NYDOCS04/444669.1

| Trademark | Application No. | Registration No. |
|--|-----------------|------------------|
| CHIQUITA BRAND BANANAS & OVAL DESIGN | 72/167427 | 765,610 |
| CHIQUITA EXPRESS | 74/002912 | 1,679,058 |
| CHIQUITA FRESH CUT FRUIT & design | 78/276075 | N/A |
| CHIQUITA JR & design | 74/246159 | 1,741,559 |
| CHIQUITA JR. | 74/287741 | 1,797,234 |
| CHIQUITA JR. & design | 75/101499 | 2,069,354 |
| CHIQUITA KIDS | 75/808146 | 2,528,220 |
| CHIQUITA MINI'S | 78/451985 | N/A |
| CHIQUITA MOUNTAIN GOLD | 78/426205 | N/A |
| CHIQUITA PERFECTLY FRESH | 78/197625 | N/A |
| CHIQUITA REAL FRUIT SMOOTHIES | 78/614718 | N/A |
| CHIQUITA SOLUCIONES & design | 78/367516 | N/A |
| CHIQUITA SOLUTIONS | 76/317516 | 2,825,756 |
| CHIQUITA TO GO | 78/614595 | N/A |
| CHIQUITA & design | 78/276073 | N/A |
| CHIQUITA. EVERYTHING ELSE IS JUST A BANANA | 75/805840 | 2,854,063 |
| CHIQUITA. LA FRUTA QUE SI SABE A FRUTA | 78/615965 | N/A |
| CHIQUITA. PERFECT FOR LIFE. | 76/270636 | 2,820,213 |
| CHIQUITA. YOUR PRODUCE SOLUTION. | 76/317515 | 2,604,594 |
| CHIQUITASTORE.COM | 76/337981 | 2,615,199 |
| CHIQUITA-TIZE | 75/635241 | 2,505,051 |
| COMIENZA SANAMENTE CON CHIQUITA | 75/894925 | 2,589,237 |
| CONSUL | 76/342985 | 2,932,249 |
| CONSUL & design | 76/342984 | N/A |
| Design | 72/100554 | 714,807 |
| Design | 73/793130 | 1,580,381 |
| ENERGIZE. MAXIMIZE. CHIQUITA-TIZE | 75/635242 | N/A |
| FLAVOR SAVOR | 78/300984 | N/A |

NYDOCS04/444669.1 3

| Trademark | Application No. | Registration No. |
|--|-----------------|------------------|
| FLAVOR SAVOR | 78/300981 | N/A |
| FLAVOR SAVOR | 78/300987 | N/A |
| FREESTYLE FRUIT PUNCH | 75/388378 | 2,198,522 |
| FRUPAC & design | 73/540058 | 1,379,419 |
| FRUPAC & design | 73/545301 | 1,384,564 |
| FRUPAC design | 73/540061 | N/A |
| FUN-NANAS | 78/504192 | N/A |
| GARDENA | 74/802352 | 1,924,760 |
| GREAT WHITE FLEET | 74/310386 | 1,824,638 |
| GREAT WHITE FLEET LTD. & design | 74/310255 | 1,818,185 |
| GROOVIN' GRAPE | 75/050593 | 2,421,596 |
| INLINE ORANGE | 75/183560 | N/A |
| JUST-CUT FRESH | 78/146986 | N/A |
| MARITROP | 75/421918 | 2,228,299 |
| MELORIPE | 72/231460 | 221,055 |
| MISS C logo | 75/834672 | 2,507,921 |
| MISS CHIQUITA design | 75/312756 | 2,278,352 |
| Miss Chiquita Full Lady design | 76/374913 | 2,680,536 |
| ONLY THE BEST. ONLY CHIQUITA. EVERYDAY | 75/583458 | 2,513,055 |
| ORCHARD WAVE | 76/075136 | 2,595,465 |
| PACIFICO | 74/427848 | 2,057,679 |
| PEEL. EAT. REPEAT DAILY. | 78/616283 | N/A |
| PERFECT FOR LIFE | 76/356881 | 2,757,195 |
| PERFECTLY FRESH | 78/197623 | N/A |
| PETITE 150'S | 72/232431 | 821,371 |
| PETITE 150'S | 73/699053 | 1,531,118 |
| PLACE STICKER ON FOREHEAD. SMILE. | 78/616279 | N/A |
| POTASSIUM POWER | 78/627854 | N/A |

NYDOCS04/444669.1 4

| Trademark | Application No. | Registration No. |
|--|-----------------|------------------|
| PRODUCE E.XPRESS | 75/812316 | 2,518,350 |
| PRODUCE E.XPRESS & design | 75/834852 | 2,479,212 |
| PRODUCE SOLUTIONS | 75/376868 | 2,559,102 |
| QUITE POSSIBLY, THE WORLD'S PERFECT FOOD | 74/022148 | 1,682,463 |
| ROLLIN BLUE RASPBERRY | 75/388296 | 2,198,521 |
| RRR – THREE R'S & design | 73/304028 | 1,181,417 |
| SPORTS BLAST | 75/207019 | 2,145,511 |
| START FRESH WITH CHIQUITA | 75/778472 | 2,488,777 |
| SUN CLASSICS | 74/330186 | 1,859,255 |
| SUNRISE SPLASH | 76/097904 | 2,586,342 |
| THE FIRST LADY OF FRUIT | 73/754329 | 1,542,790 |
| THE GRAB 'N GO FRUIT | 76/054097 | N/A |
| THE GRAB 'N GO SNACK | 76/247129 | N/A |
| THE PERFECT FAST FOOD | 76/343212 | 2,748,373 |
| TROPICAL PARADISE | 74/468196 | 1,970,372 |
| UNIFRUIT | 71/235085 | 220,636 |
| WHEN A LITTLE IS EXACTLY ENOUGH | 74/291240 | 1,834,848 |
| WILD BERRY SPLASH | 75/299019 | 2,171,247 |
| YES! BANANAS & design | 74/166737 | 1,684,600 |
| YES! BANANAS & design | 73/476971 | 1,395,092 |
| YES! BANANAS & design | 74/166736 | 1,684,599 |
| CHIQUITA | 78/367515 | N/A |
| COAST CITRUS DISTRIBUTORS | 74/199641 | 1,708,952 |
| GARDENA | 74/802352 | 1,924,760 |
| GO FOOD | 76/418581 | N/A |
| RED LADY | 74/718900 | 2,001,188 |
| SWEET SUCCESS | 74/199,663 | 1,712,029 |

NYDOCS04/444669.1 5

RECORDED: 12/14/2005