

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement pursuant to Credit and Guaranty Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eurofresh, Inc.		03/25/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silver Point Finance, LLC, as collateral agent
Street Address:	2 Greenwich Plaza
Internal Address:	1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1679579	EUROFRESH
Registration Number:	2969367	EUROFRESH FARMS
Registration Number:	2969368	EURO FRESH FARMS
Serial Number:	78423994	SWEET STAR

**CORRESPONDENCE DATA**

Fax Number: (212)822-5423  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-530-5000  
 Email: jnici@milbank.com  
 Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP  
 Address Line 1: One Chase Manhattan Plaza  
 Address Line 2: Rm. 4640  
 Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	37754-04800	<b>TRADEMARK</b>
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**900103334**

**REEL: 003752 FRAME: 0970**

**CH \$115.00 1679579**

NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	04/04/2008
<b>Total Attachments: 8</b> source=IP Security Agreement (Credit Facility)#page1.tif source=IP Security Agreement (Credit Facility)#page2.tif source=IP Security Agreement (Credit Facility)#page3.tif source=IP Security Agreement (Credit Facility)#page4.tif source=IP Security Agreement (Credit Facility)#page5.tif source=IP Security Agreement (Credit Facility)#page6.tif source=IP Security Agreement (Credit Facility)#page7.tif source=IP Security Agreement (Credit Facility)#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 25, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of SILVER POINT FINANCE, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of March 25, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Eurofresh, Inc., a Delaware corporation (the "Company"), the Guarantors from time to time party thereto, Silver Point Finance, LLC, as administrative agent, collateral agent, syndication agent, documentation agent and lead arranger, and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein, and each Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to a Security Agreement, dated as of March 25, 2008, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make or continue to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties and grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, the registered Copyrights listed on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those issued Patents and pending applications listed on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those registered Trademarks and applications for registration of Trademarks listed on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property 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 a conflict between this Intellectual Property Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility

for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

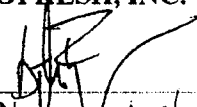
Section 5.      Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.      Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

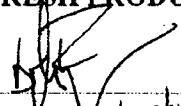
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EUROFRESH, INC.**


By:   
Name: Douglas Ferguson  
Title: CEO

**EUROFRESH PRODUCE LTD.**

By:   
Name: Douglas Ferguson  
Title: President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**SILVER POINT FINANCE, LLC,**  
as Collateral Agent

By: 

Name:

Title:

**Richard Petrilli**  
**Authorized Signatory**

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003752 FRAME: 0976**

Schedule 1A  
to  
Intellectual Property Security Agreement

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. IP LICENSES

None.



Schedule 1B  
to  
Intellectual Property Security Agreement

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.

C. IP LICENSES

None.

Schedule 1C  
to  
Intellectual Property Security Agreement

A. REGISTERED TRADEMARKS

Trademark	Country	App. No./ Reg. No.
EUROFRESH	U.S.	1,679,579
EUROFRESH FARMS	U.S.	2,969,367
EUROFRESH FARMS	U.S.	2,969,368
SWEET STAR	U.S.	78/423,994
EUROFRESH FARMS and Design	Canada	121836500
EUROFRESH FARMS	Canada	TMA 642,120
EUROFRESH FARMS	Mexico	844102
EUROFRESH FARMS	Mexico	860138

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.