

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | Intellectual Property Security Agreement pursuant to Capital Lease Agreement         |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Eurofresh, Inc.                  |  | 03/25/2008            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Silver Point Finance, LLC, as collateral agent                                       |                       |                       |
| <b>Street Address:</b>           | 2 Greenwich Plaza  |                       |                       |
| <b>Internal Address:</b>         | 1st Floor  |                       |                       |
| <b>City:</b>                     | Greenwich  |                       |                       |
| <b>State/Country:</b>            | CONNECTICUT  |                       |                       |
| <b>Postal Code:</b>              | 06830  |                       |                       |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 1679579  | EUROFRESH             |                       |
| Registration Number:             | 2969367  | EUROFRESH FARMS       |                       |
| Registration Number:             | 2969368  | EURO FRESH FARMS      |                       |
| Serial Number:                   | 78423994   | SWEET STAR            |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (212)822-5423  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 212-530-5000   |                       |                       |
| <b>Email:</b>                    | jnici@milbank.com  |                       |                       |
| <b>Correspondent Name:</b>       | Milbank, Tweed, Hadley & McCloy LLP  |                       |                       |
| <b>Address Line 1:</b>           | One Chase Manhattan Plaza  |                       |                       |
| <b>Address Line 2:</b>           | Rm. 4640   |                       |                       |
| <b>Address Line 4:</b>           | New York, NEW YORK 10005   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 37754-04800  |                       |                       |

CH \$115.00 1679579

|   |              |
|---|--------------|
| NAME OF SUBMITTER:  | Janis Nici   |
| Signature:  | /janis nici/ |
| Date:   | 04/04/2008   |
| <b>Total Attachments: 8</b><br>source=IP Security Agreement under Capital Lease#page1.tif<br>source=IP Security Agreement under Capital Lease#page2.tif<br>source=IP Security Agreement under Capital Lease#page3.tif<br>source=IP Security Agreement under Capital Lease#page4.tif<br>source=IP Security Agreement under Capital Lease#page5.tif<br>source=IP Security Agreement under Capital Lease#page6.tif<br>source=IP Security Agreement under Capital Lease#page7.tif<br>source=IP Security Agreement under Capital Lease#page8.tif |              |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 25, 2008 (this "Agreement"), 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, a Delaware limited liability company, as collateral agent ("Collateral Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Lease Agreement (SP Eurofresh LLC), dated as of March 25, 2008 (the "Capital Lease"), between SP Eurofresh LLC, a Delaware limited liability company, as Lessor ("Secured Party"), and Eurofresh, Inc., a corporation organized under the laws of Delaware (the "Company"), as Lessee, Secured Party has agreed to lease the Facility to Company upon the terms and subject to the conditions set forth therein, and each Grantor has agreed to guarantee the Lessee's Obligations (as defined in the Capital Lease); and

WHEREAS, all of the Grantors are party to a Guaranty and 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 Secured Party to enter into the Capital Lease, 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 Capital Lease, 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 Party and grants to the Collateral Agent, for the benefit of the Secured Party, 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.      Assignment. The Collateral Agent may from time to time assign the Secured Obligations, and its rights and remedies hereunder (i) to a successor Lessor under the Capital Lease, and (ii) as security for the obligations of the Collateral Agent (and its successors and assigns) to such Person's lenders, and any such successor shall be entitled to all of the rights and remedies of the Collateral Agent under this Agreement in relation thereto.

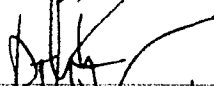
Section 6.      Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7.      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.**

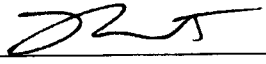
By:   
Name: Dwight Ferguson  
Title: CEO

**EUROFRESH PRODUCE LTD.**

By:   
Name: Dwight Ferguson  
Title: President

SIGNATURE PAGE TO CAPITAL LEASE INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

By:   
Name:  
Title: Richard Petrilli  
Authorized Signatory

SIGNATURE PAGE TO CAPITAL LEASE INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003752 FRAME: 0986**

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.