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
Dole Food Company, Inc.		09/25/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent	
Street Address:	60 Wall Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10005	
Entity Type:	CORPORATION: GERMANY	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77746007	DOLE
Serial Number:	77780056	GELICIOUS
Serial Number:	77778796	SALAD GUIDE
Serial Number:	77775074	DOLE
Serial Number:	77690978	
Serial Number:	77773442	DOLE
Serial Number:	77773377	DOLE
Serial Number:	77772880	DOLE
Serial Number:	77770690	DOLE
Serial Number:	77707964	READY FRUIT

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

TRADEMARK

REEL: 004069 FRAME: 0204

\$265.00 77740

900144035

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson	
Signature:	/Jean Paterson/	
Date:	09/25/2009	

Total Attachments: 5

source=9-28-09 Dole Food-TM#page1.tif source=9-28-09 Dole Food-TM#page2.tif source=9-28-09 Dole Food-TM#page3.tif

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Form **PTO-1594** (Rev. 12-08) OMB Collection 0651-0027 (exp. 01/31/2009)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the Director of the U. S. Patent and Trademark Office; Pleas	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies): Dole Food Company, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?	Yes		
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☒ Corporation- State: Delaware corporation ☐ Other ☐ Other ☐ Other Citizenship (see guidelines) USA - Delaware Additional names of conveying parties attached? ☐ Yes ☒ No. 3. Nature of conveyance)/Execution Date(s): Execution Date(s) 09/25/2009 ☐ Assignment ☐ Merger ☒ Security Agreement ☐ Change of Name ☐ Other	Name: Deutsche Bank AG New York Branch, as Internal Address: Collateral Agent Street Address: 60 Wall Street City: New York State: NY Country: USA Association Citizenship General Partnership Citizenship Limited Partnership Citizenship X Corporation Citizenship German Other Citizenship If assignee is not domiciled in the United States, a derepresentative designation is attached: Yes (Designations must be a separate document from	lomestic		
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) SEE SCHEDULE A C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) SEE SCHEDULE A Additional sheet(s) attached?	es No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Lames. P. Murphy, Legal Assistant	6. Total number of applications and registrations involved:	11		
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Cahill Gordon & Reindel Street Address: 80 Pine Street	Authorized to be charged to deposit a	ccount		
City: New York	8. Payment Information:			
State: NY Zip: 10013	-			
Phone Number: 212-701-3345 Fax Number: 212-378-2610 Email Address: jmurphy@cahill.com	Deposit Account Number Authorized User Name			
9. Signature: Signature JAMES P. MURPHY Name of Person Signing	Total number of pages including a sheet, attachments, and documents.			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE RELATIVE RIGHTS AND REMEDIES OF THE COLLATERAL AGENT AND THE SECURED PARTIES HEREUNDER SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THE INTERCREDITOR AGREEMENT AT ANY TIME THE INTERCREDITOR AGREEMENT IS IN EFFECT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS HEREOF AND THE TERMS OF THE INTERCREDITOR AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL AT ANY TIME THE INTERCREDITOR AGREEMENT IS IN EFFECT.

SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

which are hereby acknowledged, Dole Food Company, Inc., a Delaware corporation with principal offices at One Dole Drive, Westlake Village, California, (the "Grantor") hereby grants to U.S Bank National Association as Collateral Agent, with principal offices at 60 Livingston Avenue, St. Paul, Minnesota and to Deutsche Bank Trust Company Americas as Additional Pari Passu Agent, with principal offices at 60 Wall Street, 27th Floor - MS 2710, New York, New York (collectively, the "Grantees"), 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 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 Issue Date for infringement of any of the Marks or unfair competition regarding the same.

THIS SUPPLEMENTAL 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 Grantors from time to time party thereto and the Grantees, dated as of March 18, 2009 (as further amended, modified, restated and/or supplemented from

time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantees shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Supplemental Grant.

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

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

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Grant as of the 25th day of September, 2009.

Very truly yours,

DOLE FOOD COMPANY, INC.

as Granton

Name: Beth Potille

Title: Vice President and Treasurer

[Signature page to Supplemental Grant of Security Interests]

SCHEDULE A

Trademark Registrations:

None

Trademark Applications:

RECORDED: 09/25/2009

APPLICATION NUMBER	TRADEMARK
77/746007	DOLE
77/780056	GELICIOUS
77/778796	SALAD GUIDE
77/775074	DOLE
77/690978	Miscellaneous Design
77/773442	DOLE
77/773377	DOLE
77/772880	DOLE
77/770690	DOLE
77/746007	DOLE
77/707964	READY FRUIT