

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EUROFRESH, INC.		09/02/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT		
<b>Street Address:</b>	101 CALIFORNIA STREET, SUITE 1500		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</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	
Registration Number:	3027205	SWEET STAR	
Serial Number:	77009629	GARDEN FRESH SELECTIONS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(310)317-7273		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310.551.9317		
Email:	jsbrown@mwe.com		
Correspondent Name:	BRYAN V. SWATT		
Address Line 1:	MCDERMOTT WILL & EMERY LLP		
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	082892-0042		

CH \$140.00 1679579

**900170852**

**TRADEMARK  
 REEL: 004271 FRAME: 0282**

NAME OF SUBMITTER:	Bryan V. Swatt
Signature:	/Bryan V. Swatt/
Date:	09/02/2010
<b>Total Attachments: 6</b> source=TrademarkSecurityAgreement#page1.tif source=TrademarkSecurityAgreement#page2.tif source=TrademarkSecurityAgreement#page3.tif source=TrademarkSecurityAgreement#page4.tif source=TrademarkSecurityAgreement#page5.tif source=TrademarkSecurityAgreement#page6.tif	

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### **RECITALS**

A. Pursuant to the Credit Agreement, dated as of September 2, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

C. All of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark 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 of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) 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; and

(e) to the extent not otherwise included, all proceeds of the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

“Grantor”

EUROFRESH, INC.

By: [Signature]  
Name: Frank van Steenk  
Title: CEO/Kan

ACCEPTED AND AGREED

“Agent”

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

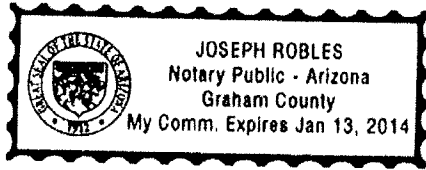
State of Arizona )

County of Graham )

ss.

On this 30<sup>th</sup> day of August, 2010 before me personally appeared Frank van Swaeten, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Procters Inc, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Joseph Robles  
Notary Public



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

Very truly yours,

**"Grantor"**


EUROFRESH, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED

**"Agent"**

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
\_\_\_\_\_  
Scott J. Forimer  
Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARK REGISTRATIONS AND APPLICATIONS

The following trademarks are owned by Eurofresh, Inc. ("EFI")

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
EUROFRESH FARMS and Design	Canada	TMA 662,766
EUROFRESH FARMS	Canada	TMA 642,120
EUROFRESH FARMS	Mexico	844102
EUROFRESH FARMS	Mexico	860138
GARDEN FRESH FLAVOR <sup>1</sup>	U.S.	S/N 78/409,058
SWEET STAR	U.S.	3027205
EUROFRESH FARMS <sup>2</sup>	Canada	S/N 1215436
GARDEN FRESH FLAVOR and Design <sup>3</sup>	Canada	S/N 1230954
EUROFRESH FARMS Design <sup>4</sup>	Canada	S/N 1215439
GARDEN FRESH FLAVOR and Design	Mexico	S/N 684687
GARDEN FRESH SELECTIONS	U.S.	S/N 77/009,629

**Material Unregistered Trademarks:**

*Brand Names:* Vivaldi, Super Cherries, Sunrise Combo, and Sunset Combo, Bella Bites (EFI intends to submit a trade mark application with the USPTO the week of 8/30/2010), Garden Fresh Farms (EFI intends to submit a trade mark application with the USPTO the week of 8/30/2010).

*Slogans and Taglines:* Garden Fresh Flavor; America's Best Tasting Tomato.

Disclosure of a brand name, tagline or slogan herein shall not be construed as a representation with respect to materiality, or registrability or eligibility for protection under applicable trademark law, of such brand name, tagline or slogan.

2. IP LICENSES: None.

<sup>1</sup> Final refusal mailed by USPTO on 7/12/05. Abandoned.

<sup>2</sup> Abandoned.

<sup>3</sup> Abandoned.

<sup>4</sup> Abandoned.