

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mastronardi Product Limited		06/15/2011	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	1 First Canadian Place, 100 King Street W.		
Internal Address:	11th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3037538	CAMPARI	
Registration Number:	3604937	ANCIENT SWEETS	
Registration Number:	3145487	GOODNESS GROWN NATURALLY	
Registration Number:	2813066	MASTRONARDI PRODUCE	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.372.2000		
Email:	cvicino@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	89217-011 JMM/CMV		

CH \$115.00 3037538

DOMESTIC REPRESENTATIVE

Name: Kurt Koenig
Address Line 1: Koenig & Associates
Address Line 2: P.O. Box 1140
Address Line 4: Summerland, CALIFORNIA 93067

NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	06/21/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of June, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Bank of Montreal, in its capacity as Agent for the "Secured Parties" (as defined below) (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of June 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Mastronardi Produce Limited, an Ontario corporation ("Mastronardi") and each of the subsidiaries of Mastronardi that are or shall become parties thereto as a "Borrower" (each being a "Borrower" and collectively being "Borrowers") or as "Guarantors" (each being a "Guarantor" and collectively being "Guarantors"), the financial institutions that are or may from time to time become parties thereto as lenders ("Lenders") and Agent, Secured Parties are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that certain Borrowers and Guarantors ("Grantors"), including Grantors, shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Guarantee and Collateral Agreement dated as of June __, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), to secure the Guaranteed Obligations:

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding any trademark application that has been filed as an "intent-to-use" application where no statement of use has been filed with the United States Patent and Trademark Office with respect to such application;

- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of 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 (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each 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.

GRANTORS:

MASTRONARDI PRODUCE LIMITED, an
Ontario corporation

By: _____

Name: _____

Title: _____

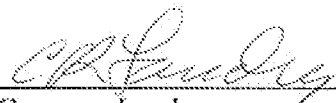


Paul U. Mastronardi
Chief Executive Officer _____

(Signature Page to Trademark Security Agreement)

AGENT:

BANK OF MONTREAL

By: 
Name: Cameron Landry
Title: Director, Loan Syndications

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

MARK	Application/ Registration No.	Application/ Registration Date
CAMPARI	3,037,538	January 3, 2006
ANCIENT SWEETS	3,604,937	April 14, 2009
GOODNESS GROWN NATURALLY	3,145,487	September 19, 2006
MASTRONARDI PRODUCE	2,813,066	February 10, 2004