

TRADEMARK ASSIGNMENT

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
FRESH EXPRESS INCORPORATED		02/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	150 South Wacker Drive, Suite 2200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3797822	2 MINUTE STEAMERS
Registration Number:	3140699	50/50 MIX
Registration Number:	3867693	7 STEPS OF PREVENTION
Registration Number:	3286149	BABY! FRESH EXPRESS FLAVORFUL BLENDS
Registration Number:	2178338	CAESAR SUPREME
Registration Number:	3047134	CAESARLITE
Registration Number:	3763146	CAFÉ FRESH
Registration Number:	2859000	CAFE FRESH
Registration Number:	2384248	DOUBLE CARROTS
Registration Number:	3263184	EXPERIENCE THE FRESHNESS
Registration Number:	3299910	EXPERIENCE THE FRESHNESS!
Registration Number:	3960881	FACES OF FRESH
Registration Number:	3459734	FIND INSPIRATION IN EVERY BAG
Registration Number:	3306885	FLAVORFUL BABY! BLENDS

TRADEMARK

Registration Number:	3406143	FORKSTICK
Registration Number:	2155832	FRESH ADVANTAGE
Registration Number:	2346673	FRESH EXPRESS
Registration Number:	3787426	FRESH EXPRESS
Registration Number:	4282482	FRESH EXPRESS
Registration Number:	2363302	FRESH EXPRESS
Registration Number:	3028912	FRESH EXPRESS
Serial Number:	85648947	FRESH EXPRESS
Registration Number:	3693059	FRESH EXPRESS ALLIANCE FOR FRESH FOOD SAFETY
Registration Number:	2462558	FRESH EXPRESS AMERICA'S FRESH COLE SLAW
Registration Number:	3913400	FRESH EXPRESS CLASSIC
Registration Number:	4143561	FRESH EXPRESS KIT
Registration Number:	3909403	FRESH EXPRESS KIT ASIAN
Registration Number:	4202882	FRESH EXPRESS KIT PARISIENNE SUPREME
Registration Number:	3428555	FRESH EXPRESS PROMISE
Registration Number:	4175693	FRESH EXPRESS PROMISE FRESH GUARANTEED!
Registration Number:	3349587	FRESH EXPRESS SALAD SPOT
Registration Number:	4119720	FRESH RINSE
Registration Number:	4177169	FRESH RINSE
Registration Number:	3412236	GOURMET CAFE SALADS
Registration Number:	2895732	GREEN & CRISP VERDE Y CRUJIENTE
Registration Number:	4223027	HARVEST ORIGINALS
Registration Number:	2388846	KEEP-CRISP
Registration Number:	3400964	KEEP-CRISP
Registration Number:	3960880	LEAF LOCATOR
Registration Number:	2350349	
Registration Number:	2928418	LETTUCE TRIO
Registration Number:	3867676	LETTUCE TRIO LECHUGA TRIO
Registration Number:	2895731	LETTUCE TRIO
Registration Number:	3310719	MEDITERRANEAN SUPREME
Registration Number:	3406111	PACIFICA! VEGGIE SUPREME
Registration Number:	2910836	PREMIUM ROMAINE
Registration Number:	4232709	SALSA! ENSALADA
Registration Number:	3343791	SHREDS!
Registration Number:	3730171	STAY FRESH SEAL

TRADEMARK

REEL: 004955 FRAME: 0458

	3275997	
Registration Number:	2694754	
Registration Number:	3350300	TEENS 4 GREENS
Registration Number:	3351871	TEENS FOR GREENS
Registration Number:	3290870	TEENS FOR GREENS
Registration Number:	2968918	TRIPLE HEARTS
Registration Number:	2323505	VEGGIE LOVER'S
Registration Number:	2345719	WHY WE'RE SO FRESH
Registration Number:	2321207	WHY WE'RE SO FRESH!
Registration Number:	3979004	YOUR SALAD STORY
Registration Number:	3482338	FRESH EXPRESS
Registration Number:	3482337	FRESH EXPRESS
Registration Number:	3451158	
Registration Number:	3720178	

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.333
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/05/2013

Total Attachments: 35
source=Trademark Security Agreement - Fresh Express#page1.tif
source=Trademark Security Agreement - Fresh Express#page2.tif
source=Trademark Security Agreement - Fresh Express#page3.tif
source=Trademark Security Agreement - Fresh Express#page4.tif
source=Trademark Security Agreement - Fresh Express#page5.tif
source=Trademark Security Agreement - Fresh Express#page6.tif
source=Trademark Security Agreement - Fresh Express#page7.tif
source=Trademark Security Agreement - Fresh Express#page8.tif
source=Trademark Security Agreement - Fresh Express#page9.tif

source=Trademark Security Agreement - Fresh Express#page10.tif
source=Trademark Security Agreement - Fresh Express#page11.tif
source=Trademark Security Agreement - Fresh Express#page12.tif
source=Trademark Security Agreement - Fresh Express#page13.tif
source=Trademark Security Agreement - Fresh Express#page14.tif
source=Trademark Security Agreement - Fresh Express#page15.tif
source=Trademark Security Agreement - Fresh Express#page16.tif
source=Trademark Security Agreement - Fresh Express#page17.tif
source=Trademark Security Agreement - Fresh Express#page18.tif
source=Trademark Security Agreement - Fresh Express#page19.tif
source=Trademark Security Agreement - Fresh Express#page20.tif
source=Trademark Security Agreement - Fresh Express#page21.tif
source=Trademark Security Agreement - Fresh Express#page22.tif
source=Trademark Security Agreement - Fresh Express#page23.tif
source=Trademark Security Agreement - Fresh Express#page24.tif
source=Trademark Security Agreement - Fresh Express#page25.tif
source=Trademark Security Agreement - Fresh Express#page26.tif
source=Trademark Security Agreement - Fresh Express#page27.tif
source=Trademark Security Agreement - Fresh Express#page28.tif
source=Trademark Security Agreement - Fresh Express#page29.tif
source=Trademark Security Agreement - Fresh Express#page30.tif
source=Trademark Security Agreement - Fresh Express#page31.tif
source=Trademark Security Agreement - Fresh Express#page32.tif
source=Trademark Security Agreement - Fresh Express#page33.tif
source=Trademark Security Agreement - Fresh Express#page34.tif
source=Trademark Security Agreement - Fresh Express#page35.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of February, 2013, by and among **FRESH EXPRESS INCORPORATED**, a Delaware corporation ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 5, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **CHIQUITA BRANDS INTERNATIONAL, INC.**, a New Jersey corporation ("Parent"), **CHIQUITA BRANDS L.L.C.**, a Delaware limited liability company ("Chiquita Brands"), **CHIQUITA FRESH NORTH AMERICA L.L.C.**, a Delaware limited liability company ("Chiquita Fresh"), **FRESH INTERNATIONAL CORP.**, a Delaware corporation ("Fresh International"), **FRESH EXPRESS INCORPORATED**, a Delaware corporation ("Fresh Express"), **B C SYSTEMS, INC.**, a Delaware corporation ("BC Systems"), **VERDELLI FARMS INC.**, a Pennsylvania corporation ("Verdelli"), **CB CONTAINERS, INC.**, a Delaware corporation ("CB Containers"), **TRANSFRESH CORPORATION**, a Delaware corporation ("TransFresh") and **V.F. TRANSPORTATION, L.L.C.**, a Pennsylvania limited liability company ("VF Transportation"; together with Chiquita Brands, Chiquita Fresh, Fresh International, Fresh Express, BC Systems, Verdelli, TransFresh and CB Containers, each individually, a "Borrower" and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor and certain of its Affiliates shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of February 5, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply

thereto. Grantor shall give notice to Agent with respect to any such new trademarks or renewal or extension of any trademark registration as required by Section 7(g) of the Guaranty and Security Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Trademark Security Agreement and any provision in the Note Intercreditor Agreement, such provision in the Note Intercreditor Agreement shall control.

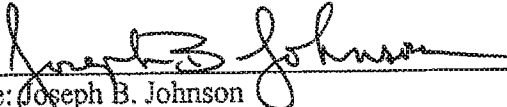
8. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FRESH EXPRESS INCORPORATED, a Delaware corporation

By: 
Name: Joseph B. Johnson
Title: Vice President, Controller, Chief Accounting Officer and Treasurer of Chiquita Brands International, Inc. and Chiquita Brands L.L.C. (a Parent Authorized Officer)

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (Fresh Express Incorporated)]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FRESH EXPRESS INCORPORATED, a Delaware corporation

By: _____

Name: Joseph B. Johnson
Title: Vice President, Controller, Chief Accounting Officer and Treasurer of Chiquita Brands International, Inc. and Chiquita Brands L.L.C. (a Parent Authorized Officer)

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: Amey S. Jha

Title: Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (Fresh Express Incorporated)]

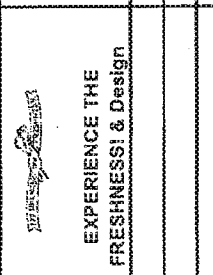
TRADEMARK
REEL: 004955 FRAME: 0465

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



Trademark Registrations/Applications

Trade Names

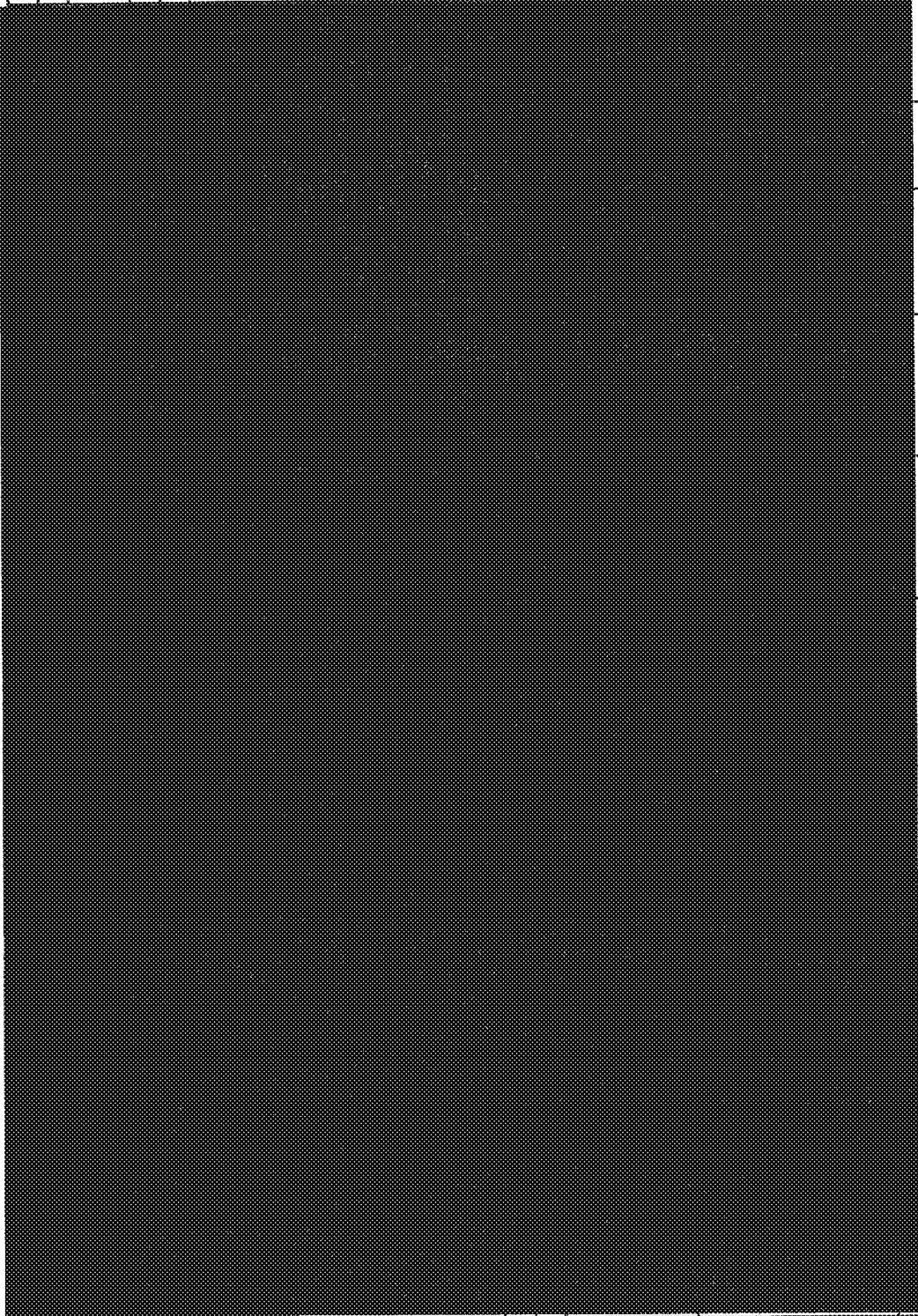
Fresh Express Incorporated		BABY'S FLAVORFUL BLENDS & Circle Design	United States of America	78876010	3286149	Aug 28 2007	29	Registered
CAESAR SUPREME								
Fresh Express Incorporated		CAESAR SUPREME	United States of America	75309861	2178338	Aug 4 1998	28	Registered
CAESARLITE								
Fresh Express Incorporated		CAESARLITE	United States of America	78498511	3047134	Jan 17 2005	29	Registered
CAFE FRESH								
Fresh Express Incorporated		CAFE FRESH	United States of America	77803330	3763146	Mar 23 2010	30	Registered
Fresh Express Incorporated		CAFE FRESH	United States of America	78222163	2859000	Jun 29 2004	29	Registered
DOUBLE CARROTS								

Fresh Express Incorporated	DOUBLE CARROTS	United States of America	75756214	2384248	Sep 5 2000	29	Registered
DOUBLE CARROTS Package Design							
EXPERIENCE THE FRESHNESS							
Fresh Express Incorporated	EXPERIENCE THE FRESHNESS	United States of America	78823399	3283184	Jul 10 2007	29	Registered
EXPERIENCE THE FRESHNESS! Design							
Fresh Express Incorporated		United States of America	78859413	3299910	Sep 25 2007	29	Registered
FACES OF FRESH							
Fresh Express Incorporated	FACES OF FRESH	United States of America	85012582	3980881	May 17 2011	35	Registered

FRESH EXPRESS ALLIANCE FOR FRESH FOOD SAFETY												
Fresh Express Incorporated	FRESH EXPRESS ALLIANCE FOR FRESH FOOD SAFETY	United States of America	77162364	3593059	Oct 6 2009	35	Registered					
FRESH EXPRESS AMERICA'S FRESH COLE SLAW & Design												
Fresh Express Incorporated	FRESH EXPRESS AMERICA'S FRESH COLE SLAW & Design	United States of America	75736625	2462558	Jun 19 2001	29	Registered					
FRESH EXPRESS CLASSIC & Design												
Fresh Express Incorporated	FRESH EXPRESS CLASSIC & Design	United States of America	85028671	3913400	Feb 1 2011	25, 36, 41	Registered					
FRESH EXPRESS FARMS & Shield Design												

FRESH EXPRESS KIT & Design	 FRESH EXPRESS KIT & Design	United States of America	85153700	4143561	May 15 2012	29	Registered	N/A
FRESH EXPRESS KIT ASIAN & Design								

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



FRESH EXPRESS KIT
HOUSERANCH &
Design

12/28

FRESH EXPRESS KIT
 PARISIENNE
 SUPREME & Design



FRESH EXPRESS KIT
 PARISIENNE SUPREME &
 Design

Fresh Express Incorporated

United States of
 America

85136997

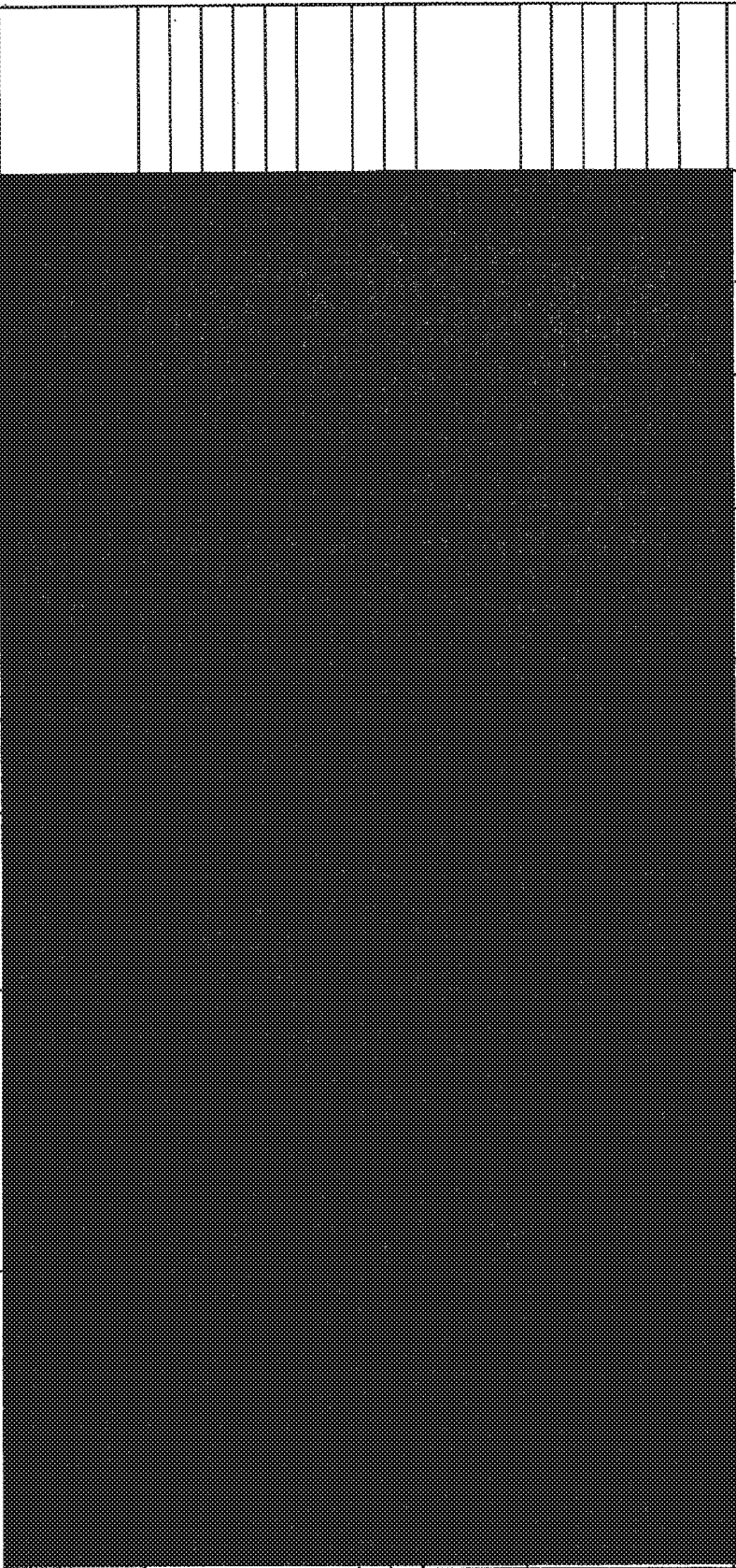
4202882

Sep 4 2012

29

Registered

N/A



FRESH EXPRESS PROMISE &
Circle Design

United States of
America

78659869



3426555

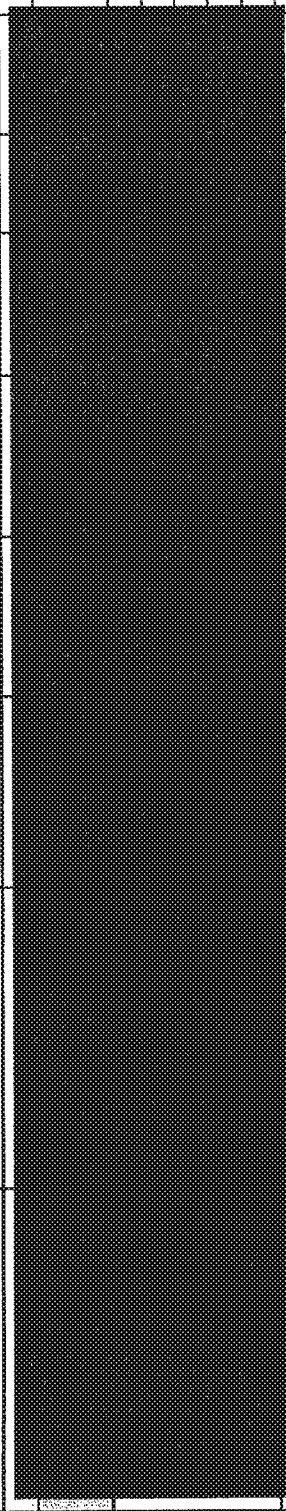
May 13 2008

29.30

Registered

Fresh Express Incorporated


<p>FRESH EXPRESS PROMISE FRESH GUARANTEEDI & Design</p>	 <p>FRESH EXPRESS PROMISE FRESH GUARANTEEDI & Design</p>	<p>United States of America</p>	<p>85505025</p>	<p>4175693</p>	<p>Jul 17 2012</p>	<p>29 30</p>	<p>Registered</p>	<p>N/A</p>
<p>FRESH EXPRESS SALAD SPOT & Design</p>	 <p>FRESH EXPRESS SALAD SPOT & Design</p>	<p>United States of America</p>	<p>78656137</p>	<p>3349587</p>	<p>Dec 4 2007</p>	<p>29</p>	<p>Registered</p>	<p></p>
<p>Fresh Express Incorporated</p>	<p>Fresh Express Incorporated</p>	<p></p>	<p></p>	<p></p>	<p></p>	<p></p>	<p></p>	<p></p>
<p>Fresh Express Incorporated</p>	<p></p>	<p></p>	<p></p>	<p></p>	<p></p>	<p></p>	<p></p>	<p></p>





Fresh Express Incorporated		FRESH RINSE	United States of America	85976677	4119720	Mar 27 2012	29	Registered	N/A
----------------------------	--	-------------	--------------------------	----------	---------	-------------	----	------------	-----


TRADEMARK


REEL: 004955 FRAME: 0481

GREEN & CRISP & New Ribbon Design		United States of America	78308731	2895732	Oct 19 2004	29	Registered	
Fresh Express Incorporated	GREEN & CRISP & New Ribbon Design							
HARVEST ORIGINALS								N/A
Fresh Express Incorporated	HARVEST ORIGINALS	United States of America	85387599	4223027	Oct 9 2012	31	Registered	
KEEP-CRISP								

Fresh Express Incorporated	KEEP-CRISP	United States of America	75569917	2388646	Sep 19 2000	29	Registered
Fresh Express Incorporated	KEEP-CRISP	United States of America	77167050	3400964	Mar 25 2008	29	Registered
LEAF LOCATOR							
Fresh Express Incorporated	LEAF LOCATOR	United States of America	85012550	3960880	May 17 2011	35	Registered
Leaves Design							
Fresh Express Incorporated	 Leaves Design	United States of America	75786914	2350349	May 16 2000	29	Registered
LETTUCE TRIO							
Fresh Express Incorporated	LETTUCE TRIO	United States of America	78305662	2928418	Feb 22 2005	29	Registered
Fresh Express Incorporated	LETTUCE TRIO	United States of America	85004414	3867676	Oct 26 2010	29	Registered

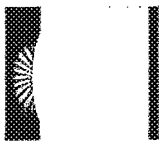
LETTUCE TRIO & Ribbon Design										
Fresh Express Incorporated		United States of America	78308724	2895731	Oct 19 2004	29	Registered			
[REDACTED]										
Fresh Express Incorporated	MEDITERRANEAN SUPREME	United States of America	77050306	3310719	Oct 16 2007	29	Registered			
[REDACTED]										
Fresh Express Incorporated	PACIFIC! VEGGIE SUPREME	United States of America	77050305	3406111	Apr 1 2008	28	Registered			


PREMIUM ROMAINE & Ribbon Design		PREMIUM ROMAINE & Ribbon Design	United States of America	78308406	2910838	Dec 14 2004	29	Registered	
Fresh Express Incorporated									
[REDACTED]									
SALSAI ENSALADA		SALSAI ENSALADA	United States of America	85471677	4232709	Oct 30 2012	29	Registered	N/A
Fresh Express Incorporated									

SHREDS!									
Fresh Express Incorporated	SHREDS!	United States of America	78598554	3043791	Nov 27 2007	29	Registered		
STAY FRESH SEAL									
Fresh Express Incorporated	STAY FRESH SEAL	United States of America	77139358	3730171	Dec 22 2009	29	Registered		
Sunrise Organic Package Design									
Fresh Express Incorporated	Sunrise Organic Package Design	United States of America	78167078	3275997	Aug 7 2007	29	Registered		
Sunrise Package Design									

TRADEMARK

REEL: 004955 FRAME: 0487

Fresh Express Incorporated		United States of America	76246252	2694754	Mar 11 2003	29	Registered
TEENS 4 GREENS							
Fresh Express Incorporated	TEENS 4 GREENS	United States of America	78911816	3350300	Dec 4 2007	41	Registered
TEENS FOR GREENS							
Fresh Express Incorporated	TEENS FOR GREENS	United States of America	77178954	3351871	Dec 11 2007	16	Registered

Fresh Express Incorporated	TEENS FOR GREENS	United States of America	78889432	3290870	Sep 11 2007	41	Registered
TRIPLE HEARTS							
Fresh Express Incorporated	TRIPLE HEARTS	United States of America	78299428	2968918	Jul 12 2005	29	Registered
VEGGIE LOVER'S							
Fresh Express Incorporated	VEGGIE LOVER'S	United States of America	75570130	2323505	Feb 29 2000	29	Registered
WHY WE'RE SO FRESH							
Fresh Express Incorporated	WHY WE'RE SO FRESH	United States of America	75761846	2345719	Apr 25 2000	29	Registered
WHY WE'RE SO FRESH! & Design							
Fresh Express Incorporated	WHY WE'RE SO FRESH! & Design	United States of America	75822887	2321207	Feb 22 2000	29	Registered

YOUR SALAD STORY	YOUR SALAD STORY	United States of America	77927955	3979004	Jun 14 2011	35.41	Registered
Fresh Express Incorporated	YOUR SALAD STORY						
TM Administrator - END OF REPORT	IPPO WebTMS: printed Jan 30 2013 11:37						

Trademark Records By Trademark

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
-------	-----------	---------	-----------------	------------------	-------------------	---------	--------

FRESH EXPRESS							
	FRESH EXPRESS						

Fresh Express Incorporated	FRESH EXPRESS	United States of America	78854241	3482338	Aug 5 2008	29,30	Registered
----------------------------	---------------	--------------------------	----------	---------	------------	-------	------------

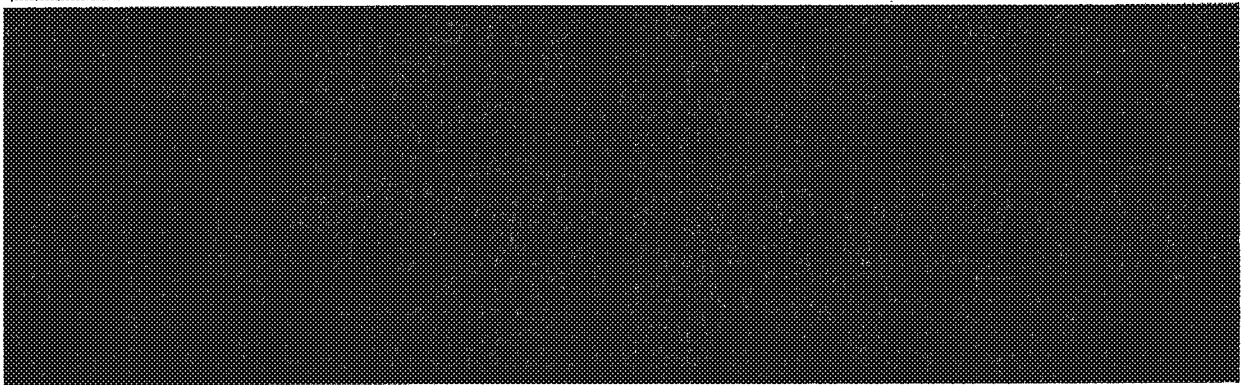
FRESH EXPRESS & Shield Design

	FRESH EXPRESS &						
--	-----------------	--	--	--	--	--	--

Fresh Express Incorporated	FRESH EXPRESS & Shield Design	United States of America	78854235	3482337	Aug 5 2008	29,30	Registered
----------------------------	-------------------------------	--------------------------	----------	---------	------------	-------	------------



Leaves Design

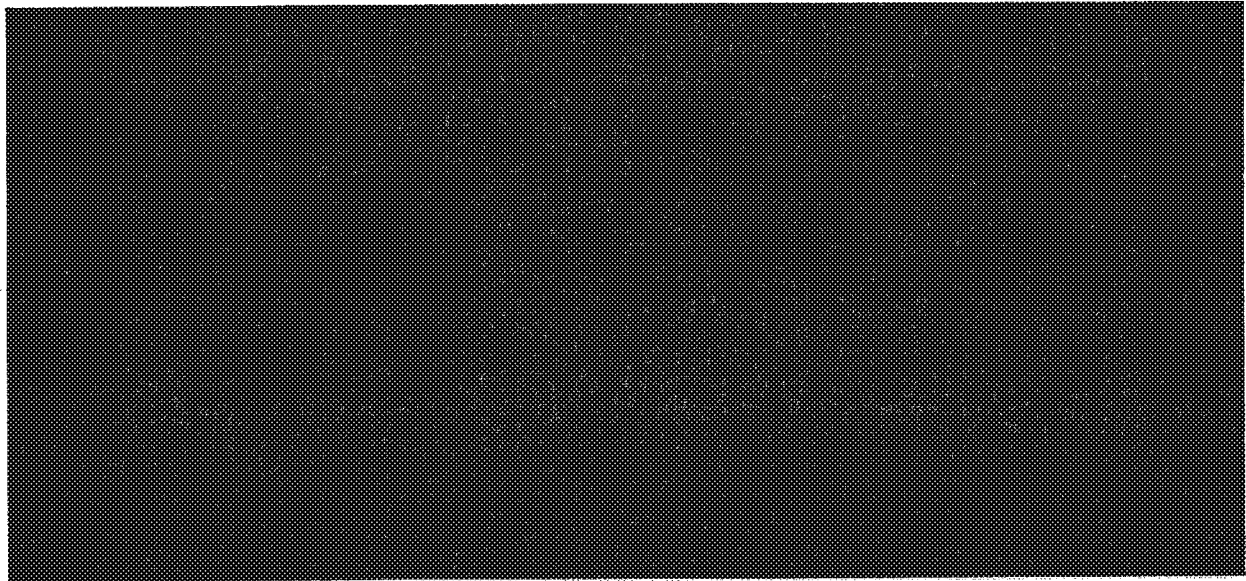
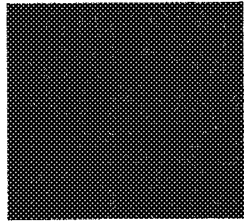


Fresh Express Incorporated	Leaves Design	United States of America	78854912	3451158	Jun 17 2008	29,30	Registered
----------------------------	---------------	--------------------------	----------	---------	-------------	-------	------------



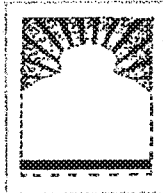
Sunrise Package Design (original)

	Sunrise Package Design (original)						
--	-----------------------------------	--	--	--	--	--	--



Sunrise Package
Design (original)

Fresh Express Incorporated



United States
of America

78854229

3720178

Dec 1 2009

29,30

Registered

TM Administrator - END OF REPORT

IPPO WebTMS: printed Feb 1 2013 14:37

TRADEMARK

Friday, January 25, 2013

Trademark List by Country

Page: 1

Country: United States of America

Trademark

FRESH EXPRESS

Case Number	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
F268	78/85424 05-Apr-2006	25-Dec-2007	3482338 05-Aug-2008	Registered 05-Aug-2018

Class(es): 29 Int., 30 Int.

Agent Name: Dinsmore & Shohll LLP

Client: FRESH EXPRESS INCORPORATED

Owner: FRESH EXPRESS INC.

Goods: Class : 29 Int.

SALAD TOPPINGS, NAMELY, RAISINS, DRIED CRANBERRIES, DRIED CHERRIES, SHREDDED CHEESE, BACON BITS, BACON FLAVORED SOY AND/OR VEGETABLE PROTEIN BITS, EGG CRUMBLES, NAMELY DRIED EGG BITS, CHOPPED PROCESSED NUTS, SUNFLOWER SEEDS, PINE NUTS, DRIED VEGETABLES AND FRUITS.

Class : 30 Int.

SALAD TOPPINGS, NAMELY, CROUTONS, SESAME STICKS, CRACKERS IN THE NATURE OF CHEESE STRAWS, DRIED NOODLES AND TORTILLA STRIPS.

FRESH EXPRESS & DESIGN

F269

78/854235
05-Apr-2006

25-Dec-2007

3482337
05-Aug-2008

Registered
05-Aug-2018

Class(es): 29 Int., 30 Int.

Agent Name:

Client: FRESH EXPRESS INCORPORATED

Owner: FRESH EXPRESS INC.

Goods: Class : 29 Int.

SALAD TOPPINGS, NAMELY, RAISINS, DRIED CRANBERRIES, DRIED CHERRIES, SHREDDED CHEESE, BACON BITS, BACON FLAVORED SOY AND/OR VEGETABLE PROTEIN BITS, EGG CRUMBLES, NAMELY DRIED EGG BITS, CHOPPED PROCESSED NUTS, SUNFLOWER SEEDS, PINE NUTS, DRIED VEGETABLES AND FRUITS.

Class : 30 Int.

SALAD TOPPINGS, NAMELY, CROUTONS, SESAME STICKS, CRACKERS IN THE NATURE OF CHEESE STRAWS, DRIED NOODLES AND TORTILLA STRIPS.

Trademark List by Country

Country: United States of America

Trademark	Case Number	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
STYLIZED LEAVES DESIGN	F298	78/854912 05-Apr-2006	26-Jun-2007	3451158 17-Jun-2008	Registered 17-Jun-2018
<i>Class(es):</i> 29 Int., 30 Int.					
<i>Agent Name:</i>					
<i>Client:</i> FRESH EXPRESS INCORPORATED					
<i>Owner:</i> FRESH EXPRESS INC.					
<i>Goods:</i> Class : 29 Int. SALAD TOPPINGS, NAMELY, SHREDDED CHEESE, BACON BITS, DRIED VEGETABLES AND FRUITS.					
<i>Class :</i> 30 Int. SALAD TOPPINGS, NAMELY, CROUTONS, AND TORTILLA STRIPS.					

SUN RISE BAG DESIGN	F297	78/854229 05-Apr-2006	21-Aug-2007	3720178 01-Dec-2009	Registered 01-Dec-2019
<i>Class(es):</i> 29 Int., 30 Int.					
<i>Agent Name:</i>					
<i>Client:</i> FRESH EXPRESS INCORPORATED					
<i>Owner:</i> FRESH EXPRESS INC.					
<i>Goods:</i> Class : 29 Int. SALAD TOPPINGS, NAMELY, RAISINS, DRIED CRANBERRIES, DRIED CHERRIES, SHREDDED CHEESE, BACON BITS, BACON FLAVORED SOY AND/OR VEGETABLE PROTEIN BITS, EGG CRUMBLES, NAMELY DRIED EGG BITS, CHOPPED PROCESSED NUTS, SUNFLOWER SEEDS, PINE NUTS, DRIED VEGETABLES AND FRUITS.					
<i>Class :</i> 30 Int. SALAD TOPPINGS, NAMELY, CROUTONS, SESAME STICKS, CRACKERS IN THE NATURE OF CHEESE STRAWS, DRIED NOODLES AND TORTILLA STRIPS.					

Fresh Express Incorporated uses the trade name Fresh Express