900270820 11/04/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		11/01/2013	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Dole Food Company, Inc.
Street Address:	One Dole Drive
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91362
Entity Type:	CORPORATION: DELAWARE

Name:	Dole Fresh Vegetables, Inc., a California Corporation	
Street Address:	One Dole Drive	
City:	Westlake Village	
State/Country:	CALIFORNIA	
Postal Code:	91362	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3854704	SALAD GUIDE
Serial Number:	77775074	DOLE
Registration Number:	2009951	SMOOTHERS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

TRADEMARK REEL: 005144 FRAME: 0790 OP \$90.00 3854704

Correspondent Name: Elaine Carrera, Legal Assistant Address Line 1: c/o Cahill Gordon & Reindel LLP Address Line 2: 80 Pine Street Address Line 4: New York, NEW YORK 10005 NAME OF SUBMITTER: Elaine Carrera Signature: /Michael Barys TR/ Date: 11/04/2013 Total Attachments: 7 source=FILE #1 - 50.b Trademark IP Terminations#page1.tif source=FILE #1 - 50.b Trademark IP Terminations#page2.tif source=FILE #1 - 50.b Trademark IP Terminations#page3.tif source=FILE #1 - 50.b Trademark IP Terminations#page4.tif source=FILE #1 - 50.b Trademark IP Terminations#page5.tif source=FILE #1 - 50.b Trademark IP Terminations#page6.tif source=FILE #1 - 50.b Trademark IP Terminations#page7.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release") is made as of November 1, 2013 (the "Effective Date"), by Deutsche Bank AG New York Branch, in its capacity as administrative agent (in such capacity, "Agent"), in favor of each of Dole Food Company, Inc. ("Dole") and Dole Fresh Vegetables, Inc. ("Dole Fresh Vegetables" and together with Dole, collectively "Grantors").

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of March 28, 2003, amended and restated as of April 18, 2005 and further amended and restated as of April 12, 2006 (the "Term Credit Agreement") among Dole, Solvest, Ltd., the lenders party thereto from time to time, Deutsche Bank AG New York Branch, as collateral agent and (ii) that certain Credit Agreement, dated as of April 12, 2006, as amended on March 18, 2009, amended on October 26, 2009, amended on March 2, 2010, and further amended on July 8, 2011 (the "ABL Credit Agreement") among Dole, the lenders party thereto from time to time, Deutsche Bank AG New York Branch, as collateral agent;

WHEREAS, in connection with the Term Credit Agreement and the ABL Credit Agreement, Grantors and Agent entered into (i) that certain Security Agreement dated as of March 28, 2003 (as amended, restated or otherwise modified from time to time, the "Term Security Agreement") and (ii) that certain Security Agreement dated as of April 12, 2006 (as amended, restated or otherwise modified from time to time, the "ABL Security Agreement");

WHEREAS, pursuant to the Term Security Agreement and the ABL Security Agreement, the Grantors granted to Agent Liens in certain Collateral, including the trademarks listed on Schedule 1 attached hereto (the "Trademark Collateral"), which were recorded in the United States Patent Trademark Office at reel 4069 frame 0173, reel 4069 frame 0204 and reel 2791 frame 0107, the patents listed on Schedule 2 attached hereto (the "Patent Collateral"), which were recorded in the United States Patent Trademark Office at reel 026915 frame 0652, reel 02704 frame 0509 and reel 022427 frame 0269;

WHEREAS, Agent has consented to the termination, discharge and release of all of its Liens in the Trademark Collateral and the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

- 1. All capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Term Credit Agreement, Term Security Agreement, ABL Credit Agreement or the ABL Security Agreement, as applicable.
- 2. Agent hereby terminates, discharges and releases all Liens in the Trademark Collateral and the Patent Collateral.
- 3. To the extent Agent acquired any other interest in the Trademark Collateral or the Patent Collateral, Agent hereby assigns, transfers and conveys to each applicable Grantor, all of Agent's right, title and interest that it may have, whether by assignment or otherwise, in and to the Trademark Collateral and the Patent Collateral.
- 4. Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release at the Grantor's sole cost and expense.

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DEUTSCHE BANK AG NEW YORK BRANCH, as Grantee

By: ____ Name:

Dusan Lazarov

Title:

Director

By: __ Name:

Iverenaci Cicia

Title:

Vivice Receiving

[Dolc IP Release Signature Page]

SCHEDULE 1

Trademark Registrations/Applications

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Dole Food	SALAD GUIDE	77778796	3854704
Company, Inc.		07/10/2009	09/28/2010
Dole Food	DOLE	77775074	
Company, Inc.		07/06/2009	
Dole Food	SMOOTHERS	74733878	2009951
Company, Inc.		09/25/1995	10/22/1996

SCHEDULE 2

Patent Registrations/Applications

		Serial No.	Patent No.
Assignee	Patent Title	Filing Date	Issue Date
Dole Food	Apparatus and method	11605725	7331154
Company, Inc.	for sealing boxes	11/27/2006	02/19/2008
Dole Food	Baffle plate assembly	11705890	7585208
Company, Inc.	for directing air flow in a cargo container	02/13/2007	09/08/2009
Dole Fresh	Lettuce harvesting for	12978306	8074365
Vegetables, Inc.	cup-shaped portions of heads	12/23/2010	12/13/2011
Dole Food	System and method for	12109315	8140397
Company, Inc.	monitoring production of agricultural products	04/24/2008	03/20/2012
Dole Fresh	Vertical drum drier	12511966	8234795
Vegetables, Inc.		07/29/2009	08/07/2012
Dole Fresh	Tandem use of catho-	12885217	8282974
Vegetables, Inc.	lyte and anolyte to	09/17/2010	10/09/2012
	clean and sanitize fruit and vegetables		
Dole Fresh	Decoring mechanism	13158276	8312701
Vegetables, Inc.	with mechanized har- vester	06/10/2011	11/20/2012
Dole Fresh	Top and tail system for	12841954	8322275
Vegetables, Inc.	leafy vegetables	07/22/2010	12/04/2012
Dole Food	Pineapple plant named	12215534	PP20885
Company, Inc.	'Dole-14'	06/26/2008	03/23/2010
Dole Fresh	Mechanical produce	12914905	Published as
Vegetables, Inc.	harvester	10/28/2010	20120102907
			05/03/2012
Dole Fresh	Commercial lettuce	13089176	Published as
Vegetables, Inc.	packaging in the field	04/18/2011	20120263843
			10/18/2012
Dole Fresh	Celery harvesting for	13161391	Published as
Vegetables, Inc.	pre-washed full-length	06/15/2011	20120321757
	petioles		12/20/2012

RECORDED: 11/04/2013