

MNF 2/22/00

FORM PTO-1594  
08/31/92

04-04-2000



ET U.S. DEPARTMENT OF COMMERCE  
Y Patent and Trademark Office

To the Honorable Commissioner of P:

101303967

d original documents or copy thereof.

1. Name of conveying party(ies): Del Monte Corporation

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State New York  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: January 25, 2000

2. Name and address of receiving party(ies):

Name: Bank of America National Trust and Savings Association, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 231 South LaSalle Street

City: Chicago State: IL ZIP: 60697

Individual(s) citizenship \_\_\_\_\_  
 Association National Association  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark registration No.(s) 1,930,805  
124,957  
340,001  
848,258  
855,195  
1,037,607  
550,380  
1,601,219

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah S. Ruff

Internal Address: \_\_\_\_\_

Street Address: Mayer, Brown & Platt

P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) . . . . . \$ 215.00

Enclosed  
 Authorized to be charged to deposit account for any additional fees

8. Deposit account number:  
13-0019

(Attach duplicate copy of this page if paying by deposit account)

04/03/2000 JSHBAZZ 00000127 1930005

01 FC:481 40.00 OP  
 02 FC:482 175.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Deborah S. Ruff  
 Name of Person Signing  
 Att. Docket No. 97348437 (ZGB)

Signature

2/22/00  
 Date

Total number of pages comprising cover sheet: 7

**SCHEDULE I**  
to  
**Trademark Security Agreement**

**TRADEMARKS**

(Attached Hereto)

12657557.4 12400 1550C 97348437

**TRADEMARK**  
**REEL: 002043 FRAME: 0024**

DEL MONTE CORPORATION

| Country       | Mark           | Classes | Application # | Application Date | Registration # | Registration Date | Status     |
|---------------|----------------|---------|---------------|------------------|----------------|-------------------|------------|
| United States | ORCHARD SELECT | 29      |               |                  | 1930805        | 10/31/95          | Registered |
| United States | CONTADINA      | 30      |               |                  | 124957         | 4/1/91            | Registered |
| United States | CONTADINA      | 29      |               |                  | 340001         | 10/27/36          | Registered |
| United States | CONTADINA      | 29      |               |                  | 848258         | 4/30/68           | Registered |
| United States | CONTADINA      | 30      |               |                  | 855195         | 8/20/68           | Registered |
| United States | CONTADINA      | 30      |               |                  | 1037607        | 4/6/76            | Registered |
| United States | "MAID"         | 29      |               |                  | 550380         | 11/6/51           | Registered |
| United States | PIZZA SQUEEZE  | 30      |               |                  | 1601219        | 6/12/90           | Registered |

12657557.4 12400 1550C 97348437

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 25, 2000, is by Del Monte Corporation, a New York corporation (the "Company"), in favor of Bank of America, N.A. (formerly known as Bank of America National Trust and Savings Association), in its capacity as administrative agent for the Lender Parties (the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Company has entered into a Second Amended and Restated Credit Agreement, dated as of January 14, 2000 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), with the several financial institutions from time to time party thereto, Bank of America, N.A., as Administrative Agent, Banc of America Securities LLC, as arranger, Bankers Trust Company, as documentation agent, and Fleet Business Credit Corporation and General Electric Capital Corporation, as co-agents;

WHEREAS, in connection with the Credit Agreement, the Company has also executed that certain Security Agreement, dated as of April 18, 1997 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), with the Administrative Agent;

WHEREAS, the obligations of the Company under the Credit Agreement and the other Loan Documents are to be secured pursuant to this Agreement and the Security Agreement;

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby assigns to the Administrative Agent for the benefit of the Lender Parties, and grants to the Administrative Agent for the benefit of the Lender Parties a continuing security interest in the Company's right, title and interest in and to the following, whether now or hereafter existing or acquired (collectively, the "Trademark Collateral"): all trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the

business relating thereto and all registrations and applications for registrations which have heretofore been or may hereafter be issued or filed thereon throughout the world (including without limitation those listed on Schedule I hereto), all renewals of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all rights corresponding thereto throughout the world in and to all of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of recording the security interest of the Administrative Agent on behalf of each Lender Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full of all the Liabilities (other than Liabilities in the nature of contingent continuing indemnification obligations), the expiration or termination of all Letters of Credit and Swap Obligations (monetary or otherwise) of the Company under any Swap Contract with a Lender Party (other than Swap Contracts that, by their terms, are unsecured) and the termination of all the Commitments under the Loan Documents, the Administrative Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Reinstatement. The Company further agrees that if at any time all or any part of any payment theretofore applied by the Administrative Agent or any Lender Party to any of the Liabilities is or must be rescinded or returned by the Administrative Agent or such Lender Party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Company or any other Obligor), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Administrative Agent or such Lender Party, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Administrative Agent or such Lender Party had not been made.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

DEL MONTE CORPORATION

By: 

Title: SENIOR VICE PRESIDENT & TREASURER

Address:

12657557.4 12400 1550C 97348437

RECORDED: 02/22/2000

TRADEMARK  
REEL: 002043 FRAME: 0028