

05/02/00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

05-24-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101366707

OPR/FINANCE  
**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date  
Month Day Year  
4 20 00

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
4 20 00

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association
- ☒ Other
- ☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/23/2000 JSHADAZZ 00000098 688464

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002077 FRAME: 0519

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="688,464"/>	<input type="text" value="1,391,037"/>	<input type="text" value="1,903,746"/>
<input type="text" value="603,687"/>	<input type="text" value="1,553,169"/>	<input type="text" value="2,104,138"/>
<input type="text" value="622,400"/>	<input type="text" value="1,670,438"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

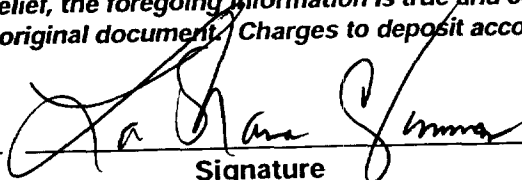
Yes ☐ No ☐

**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. Charges to deposit account are authorized, as indicated herein.

LaShana C. Jimmar

Name of Person Signing



Signature

4/28/00

Date Signed

## TRADEMARK SECURITY AGREEMENT

WHEREAS, McCain Citrus Inc., a Delaware corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland", New York Branch, as agent (the "Agent") are parties to a Credit Agreement dated April 20, 2000 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Agent and certain other financial institutions that may from time to time become parties thereto as Lenders (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Working Capital Security Agreement dated as of April 20, 2000 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and the Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of the Lenders a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 20<sup>th</sup> day of April, 2000.

McCAIN CITRUS INC.,  
a Delaware corporation

By: [Signature]  
Name: Gary Viljoen  
Title: Vice President and Chief Financial Officer

Acknowledged:

COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK, B.A., "RABOBANK  
NEDERLAND", New York Branch, as the Agent

By: [Signature]  
Name: Betty Mills  
Title: Executive Director

By: [Signature]  
Name: W. Pieter C. Kodde  
Title: Managing Director

# ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF New York

SS.

On the 20<sup>th</sup> day of April, 2000 before me personally appeared Gary Viljoen, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President and Chief Financial Officer of McCain Citrus, Inc. who being by me duly sworn, did depose and say that he/she is VP/C.F.O. of McCain Citrus, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

*Bruce Robinson*  
Notary Public

BRUCE ROBINSON  
Notary Public, State of New York  
No. 01RO6012612  
Qualified in New York County  
Commission Expires Aug. 31, 2000

{Seal}

My commission expires: \_\_\_\_\_

# ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF New York

SS.

On the 20<sup>th</sup> day of April, 2000 before me personally appeared Betty Mills to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Executive Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland", who being by me duly sworn, did depose and say that he/she is Executive Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland", the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

*Bruce Robinson*  
Notary Public

BRUCE ROBINSON  
Notary Public, State of New York  
No. 01RO6012612  
Qualified in New York County  
Commission Expires Aug. 31, 2000

{Seal}

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF New York

SS.

On the 20<sup>th</sup> day of April, 2000 before me personally appeared W. Pieter C. Kalle to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Managing Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland", who being by me duly sworn, did depose and say that he/she is Managing Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland", the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

BRUCE ROBINSON  
Notary Public, State of New York  
No. 01RO8012612  
Qualified in New York County  
Commission Expires Aug. 31, 2000

Bruce Robinson  
Notary Public

{Seal}

My commission expires: \_\_\_\_\_

# Schedule 1

## Trademarks

### Federal Trademark Applications

<u>Mark</u>	<u>Class</u>	<u>Appln. No.</u>	<u>Appln. Date</u>
ZIPPIN!	32	688,464	6/15/95

### Federal Trademark Registrations

<u>Mark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
BOKU	32	1,553,169	8/22/89	8/22/09
JUNIOR JUICE	32	1,670,438	12/31/91	12/31/01
COASTAL*	32	603,687	3/22/55	3/22/05
COASTAL*	32	622,400	2/28/56	2/28/06
SQUEEZE Six and Design	32	1,391,037	4/22/86	4/22/06
MELONGE	32	1,903,746	7/4/95	7/4/05
PINK CALYPSO	32	2,104,138	10/7/97	10/7/07

\* These registrations are in the name of International Fruit of Massachusetts, Inc., a wholly owned subsidiary of McCain Citrus Inc. which was merged into McCain Citrus Inc. in 1997.