

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket No. 556810000001
Client Reference

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sunrise Growers, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-California
 Other:

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

2. Name and address of receiving party(ies)
Name: **Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. Robobank International, New York Branch**

Internal Address: _____

Street Address: **4 Embarcadero, Suite 3200**

City: **San Francisco** State: **CA** Zip: **94111-4057**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **May 1, 2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,647,976

Additional number(s) attached Yes No

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

**Charlotte Chen
 Legal Assistant
 Morrison & Foerster LLP
 555 West Fifth Street, 35th Floor
 Los Angeles, CA 90013**

6. Total number of applications and registrations involved:..... **1**

7. Total fee (37 CR 3.41) **\$ 40.00**


Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-1952

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

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.

Kelly Loque  5/15/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **9**
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

SECURITY AGREEMENT
(Trademarks)

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated as of May 1, 2003 by and between SUNRISE GROWERS, INC., a California corporation (the "Subsidiary Guarantor"), and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., RABOBANK INTERNATIONAL, NEW YORK BRANCH, as Agent for the Secured Parties under (and as such term and all capitalized terms not otherwise defined herein are defined in) that certain Credit Agreement dated as of May 1, 2003 by and among the Borrower, the Agent, the L/C Issuer, the Lenders from time to time a party thereto, and SUNRISE/FROZSUN HOLDINGS, LLC, a Delaware limited liability company ("Holdings") (as amended, extended and replaced from time to time, the "Credit Agreement").

RECITALS

A. Pursuant to the Credit Agreement the Secured Parties have extended or agreed to extend credit to or for the benefit of the Borrower on the terms and conditions and subject to the conditions set forth therein.

B. In connection therewith, the Subsidiary Guarantor agreed, among other things, to execute and deliver in favor of Secured Parties, (i) that certain Subsidiary Guaranty dated as of May 1, 2003 (as amended, modified or waived, the "Subsidiary Guaranty") in favor of the Agent for the benefit of the Secured Parties, (ii) that certain Subsidiary Guarantor Security Agreement dated as of May 1, 2003 (as amended, modified or waived, the "Subsidiary Guarantor Security Agreement") between the Subsidiary Guarantor, SUNRISE GROWERS LLC, a California limited liability company, WAYNE'S BOX & PACKAGING SUPPLY CO., INC., a California corporation, SOUTHERN CALIFORNIA AG GROUP, INC., a California corporation, CIRCLE FARMS, INC., a California corporation, FARM CAPITAL INCORPORATED, a California corporation (each a "Subsidiary Guarantor" and, together with SUNRISE GROWERS LLC, collectively, the "Subsidiary Guarantors") and the Agent, for the benefit of the Secured Parties, and (iii) certain supplemental documents, including, without limitation, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. The Subsidiary Guarantor hereby mortgages, assigns, grants and conveys to the Secured Parties, a security interest, pledge, assignment and mortgage in all of the Subsidiary Guarantor's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, trademarks, service marks, unregistered marks, logos, indicia, tradenames, tradestyles, other business identifiers and rights and works protectable by trademark whether now owned or hereafter, and, except to the extent prohibited by the terms thereof or by law, all agreements in respect of Trademarks owned by third parties, including, without limitation, the Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(g) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Agent, for the benefit of the Secured Parties, for past, present and future infringements of any of the foregoing; and

(h) All products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any license or contract right to the extent that (i) the pledge, assignment or granting of a security interest therein would be contrary to applicable law or (ii) such license or contract right is not assignable according to its terms (but only to the extent any such prohibition is enforceable under applicable law).

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Subsidiary Guaranty, the Subsidiary Guarantor Security Agreement, and any other documents, the Subsidiary Guarantor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by the Subsidiary Guarantor that are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify Agent in writing of any additional Trademarks of which Subsidiary Guarantor becomes the owner, and to deliver to the Agent, for the benefit of the Secured Parties, an amended Schedule I reflecting such additional Trademarks. The Agent is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Credit Agreement, the Subsidiary Guaranty, this Trademark Security Agreement, the Subsidiary Guarantor Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Secured Parties, it is the intention of the parties hereto that the Subsidiary Guarantor continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Subsidiary Guaranty, the Subsidiary Guarantor Security Agreement and the other documents executed in connection therewith and the Secured Parties

shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral pursuant to the Security Agreement.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

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

[Signature Page Following]

SUNRISE GROWERS, INC., a California corporation

By: *Douglas R. Circle*
Name: Douglas R. Circle
Title: Pres & CEO

AGENT FOR THE SECURED PARTIES:

COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A, "RABOBANK
INTERNATIONAL," NEW YORK BRANCH

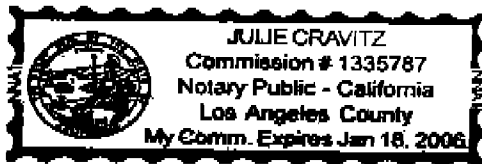
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) ss.

On April 30, 2003, before me, the undersigned notary public in and for said County and State, personally appeared Douglas R. Circle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Julie Cravitz
My commission expires on Jan 18, 2006

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:

SUNRISE GROWERS, INC., a California corporation

By: _____
Name: _____
Title: _____

AGENT FOR THE SECURED PARTIES:

**COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A, "RABOBANK
INTERNATIONAL," NEW YORK BRANCH**

rom

By: _____
Name: Marco Krapels
Title: Vice President

By: _____
Name: W. Pieter C. Kodde
Title: Managing Director

Sate of New York)
) ss.
 County of New York)

On April 30, 2003 before me, a notary public in and for said state, personally appeared Pieter Kodde personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument indicated at the signature point.

WITNESS my hand and official seal.



Marita H. de Guzman
 Marita H. de Guzman
 Notary Public, State of New York
 No. 31-5076574
 Qualified in New York County
 Commission Expires April 21, 2007

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

(Description of Trademark Collateral)

<u>Registration Number</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Date</u>
2,647,976	SUNRISE GROWERS and design	76-043,332	November 12, 2002

MORRISON & FOERSTER LLP

Attorneys at Law
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Los Angeles, California 90013-1024
Telephone: (213) 892-5200
Facsimile: (213) 892-5454

'03 MAY 15 PM 12:55

To: United States Patent and Trademark Office

Facsimile: (703) 306-5995

From: Charlotte Chen
Legal Assistant

Date: May 15, 2003

We are transmitting a total of **10** pages (including this page).
Original or hard copy to follow if this box is checked .

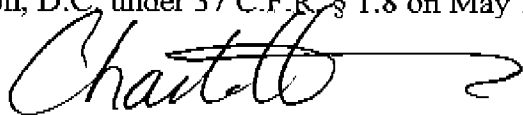
If you do not receive all pages, please call (213) 892-5615 as soon as possible.

Preparer of this slip has confirmed that facsimile number given is correct: 7117/CYC1 JM

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CERTIFICATE OF FACSIMILE TRANSMITTAL

I hereby certify that this correspondence is being transmitted via facsimile to the United States Patent and Trademark Office in Washington, D.C. under 37 C.F.R. § 1.8 on May 15, 2003, to the facsimile number appearing above.


Charlotte Chen