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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Dole Food Company, Inc.

☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
x Corporation – Delaware
☐ Other

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

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

Name: Deutsche Bank AG New York Branch
Internal Address:
Street Address: 31 West 52nd Street
City: New York State: NY Zip Code: 10019

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
x Other Collateral Agent

3. Nature of conveyance:

☐ Assignment ☐ Merger
x Security Interest ☐ Change of Name
☐ Other

Execution Date: March 28, 2003

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

A. Trademark Application No.(s)

78/087727
78/089041
78/137648
78/081987
78/081993
78/180303
78/157475
78/223568
76/441397
78/121879
78/076235
75/938936

Trademark Registration No.(s)

2011121	2314787	1960173	1566074	2243903
2243275	615402	1568638	2622497	2009951
1437441	1653357	2012480	831926	2170561
711312	641848	627476	816753	2530621
324433	528113	842537	2157814	2185387
2349922	1509411	2392196	2523434	1419360
902697	1803361	2115770	1736821	2669647
704730	1335817	2124394	2580379	2203984
719735	2058061	2602882	171197	2530622
866926	2246188	1225199	99213	
2260032	1178334	2236329	2384217	
2234388	1334608	1357435	2162297	
2245176	1586683	2306553	2521142	
2523157	1451110	2235404	803190	
508689	1494440	2332890	1690420	

Additional numbers attached? ☐ Yes x No

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

Name: Helen Bruno, Senior Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 81

7. Total fee (37 CFR 3.41): ..... $ 2040.00
x Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
23-1705
(Attach duplicate copy of this page if paying by deposit account)

08/07/2003 DBYRNE 00000020 78087727
01 FC:8521 40.00 OP
02 FC:8522 2000.00 OP

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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.

Helen Bruno — Name of Person Signing
Signature
August 4, 2003 — Date

Total number of pages comprising cover sheet: 10

OMB No. 0651-0011 (exp. 4/94)

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Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dole Food Company, Inc., a Delaware corporation (the "Grantor") with principal offices at One Dole Drive, Westlake Village, CA, 91362, hereby grants to Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, NY 10019, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the U.S. Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 28, 2003 (as amended, modified, restated and/or supplemented from time to time, the "U.S. Security Agreement"). Upon the occurrence of the Termination Date (as defined in the U.S. Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the U.S. Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the U.S. Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day of March, 2003.

DOLE FOOD COMPANY, INC., Grantor

By _____
Name:
Title: RICHARD DAHL
VICE PRESIDENT

NEWYORK 1019832 v1 (2K)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of March, 2003, before me personally came _____ **RICHARD DAHL** who, being by me duly sworn, did state as follows: that he is **VICE PRESIDENT** of Dole Food Company, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said Corporations.

Notary Public

ROBERT J. MINCEMOYER
Notary Public, State of New York
No. 02MI6081132
Qualified in New York County
Commission Expires Sept. 30, 2006

NEWYORK 1019832 v1 (2K)

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

By _____
Name: Scottye Lindsey
Title: Vice President

By _____
Name: ALEXANDER BICI
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 27 day of March, 2003, before me personally came Scottye D. Lindsey who, being by me duly sworn, did state as follows: that he is Vice President of Deutsche Bank AG New York Branch, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Peter W Helf
Notary Public

Peter W. Helf
Notary Public, State of New York
Qualified in Suffolk County
No. 01HE6030585
Commission Expires 9/13/2005

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 27 day of March, 2003, before me personally came Alexander Bici who, being by me duly sworn, did state as follows: that [s]he is Vice President of Deutsche Bank AG New York Branch, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

SCHEDULE A

MARK	APPLICATION NO.	APPLICATION DATE	REG. NO.	REG. DATE
ANYTIME IS PINEAPPLE PIZZA TIME DOLE & DESIGN	74/659,270	11-Apr-95	2,011,121	22-Oct-96
BAJELLA	75/228,042	14-Jan-97	2,243,275	04-May-99
BANANIMAL	73/620,161	08-Sep-86	1,437,441	21-Apr-87
BIG FRUIT BOWL	78/087727	10-Oct-01		
BOBBY	72/099,701	27-Jun-60	0,711,312	14-Feb-61
BOBBY (stylized)	71/360,393	18-Jan-35	0,324,433	21-May-35
BOBBY BANANA	75/691,884	27-Apr-99	2,349,922	16-May-00
CABANA	72/324,762	16-Apr-69	0,902,697	17-Nov-70
CABANA	72/085,413	16-Nov-59	0,704,730	20-Sep-60
CABANA & DESIGN	96,434		0,719,735	08-Aug-61
CABANA & DESIGN	303,875	30-Jul-68	866,926	18-Mar-69
CINNARAISINS	75/469,457	17-Apr-98	2,260,032	06-Jul-99
CLEARLY FRUIT	78/089041	18-Oct-01		
COFFEE PLANTATION & SUNRISE DESIGN	75/504,873	18-Jun-98	2,234,388	23-Mar-99
COSMIC	75/448,125	11-Mar-98	2,245,176	11-May-99
CRANSTON CRANBERRY	75/710,121	11-Jun-99	2523157	25-Dec-01
DOLE	71/507,186	29-Sep-47	0,508,689	19-Apr-49
DOLE	75/684,815	19-Apr-99	2,314,787	01-Feb-00
DOLE	675,789	01-Apr-54	0,615,402	01-Nov-55
DOLE	74/012,740	19-Dec-89	1,653,357	06-Aug-91
DOLE	9,266	29-May-56	0,641,848	19-Feb-57
DOLE	71/573,878	15-Feb-49	0,528,113	25-Jul-50
DOLE	73/711,106	16-Feb-88	1,509,411	18-Oct-88
DOLE	74/366,654	10-Mar-93	1,803,361	09-Nov-93
DOLE	73/503,368	11-Oct-84	1,335,817	14-May-85
DOLE	74/668,224	28-Apr-95	2,058,061	29-Apr-97
DOLE & Banana Character Design	75/486,025	15-May-98	2,246,188	18-May-99
DOLE & FADING BLUE	73/221,270		1,178,334	17-Nov-81
DOLE & Fading Blue Design	73/221,270	26-Jun-79	1,178,334	17-Nov-81
DOLE & SUN DESIGN	73/503,369	11-Oct-84	1,334,608	07-May-85
DOLE & SUN DESIGN	73/769,326	14-Dec-88	1,586,683	13-Mar-90
DOLE & SUN DESIGN	599,690	19-May-86	1,451,110	04-Aug-87
DOLE & SUN DESIGN	73/694,473	09-Nov-87	1,494,440	28-Jun-88
DOLE & SUN DESIGN	74/648,830	20-Mar-95	1,960,173	05-Mar-96
DOLE & SUN DESIGN	73/771,932	27-Dec-88	1,568,638	28-Nov-89
DOLE DARE	74/584353	11-Oct-94	2,012,480	29-Oct-96
DOLE JUICE SPARKLERS	78/137648	21-Jun-02		
DOLE ON BLUE BACKGROUND	675,790	01-Nov-54	0,627,476	22-May-56
DOLE PINEAPPLE ADE W/DESIGN (COMPOSITE)	272,680		0,842,537	16-Jan-68
DOLE PREMIUM SELECT	75/605,611	14-Dec-98	2,392,196	03-Oct-00
DOLE SMOOTHERS	78/081,987	30-Aug-01		
DOLEWHIP	75/169,999	23-Sep-96	2,115,770	25-Nov-97

MARK	APPLICATION NO.	APPLICATION DATE	REG. NO.	REG. DATE
ECOCARTON	75/136,873	18-Jul-96	2,124,394	23-Dec-97
EZ SLIP	78/026806	20-Sep-00	2,602,882	30-Jul-02
FADING BLUE DESIGN	254,886	21-Mar-80	1,225,199	25-Jan-83
FRUIT BLENDER BOWLS	78/081,993	20-Aug-01		
FRUIT BOWLS	75/448,417	11-Mar-98	2,236,329	30-Mar-99
FRUIT 'N JUICE	73/537,658		1,357,435	27-Aug-85
FRUIT 'N GEL	78/180,303			
FRUIT 'N SOY	78/157475	08-Aug-02		
FRUITANGO	78/223568	10-Mar-03		
FUN SHAPES	75/448,161	11-Mar-98	2,306,553	04-Jan-00
GREENER SELECTION	76/441397	19-Aug-02		
GREENER SELECTION	75/392,325	18-Nov-97	2,235,404	23-Mar-99
HANGIN' WITH A COOL BUNCH	75/710,122	11-Jun-99	2,332,890	21-Mar-00
J. D. DOLE (SIGNATURE)	774,348	12-Jan-89	1,566,074	14-Nov-89
JUST LETTUCE	78/087107	05-Oct-01	2,762,2497	17-Sep-02
LAND & SEA DESIGN	240,153	04-Mar-66	0,831,926	11-Jul-67
LAND & SEA DESIGN	180,710	08-Nov-63	0,816,753	11-Oct-66
LUNCH FOR ONE	75/028,922	27-Nov-95	2,157,814	12-May-98
MANDARIN MOONLIGHT	75/938,550	09-Mar-00	2523434	25-Dec-01
MATUTUM BAY	74/196,608	21-Aug-91	1,736,821	01-Dec-92
MYGREENS	78/121879	15-Apr-02		
NATURE'S SNACK IN ITS OWN YELLOW PACKAGE	78/026,808	20-Sep-00	2580379	11-Jun-02
PALM ISLAND	147,426	09-May-21	0,171,197	31-Jul-23
PARADISE ISLAND	77,209		0,099,213	25-Aug-14
PINELLOPY PINEAPPLE (STYLIZED)	75/682,257	13-Apr-99	2384,217	05-Sep-00
PLANTATION	74/564,716	23-Aug-94	2,162,297	02-Jun-98
POSITIVELY PINEAPPLE	75/938,947	08-Mar-00	2521142	18-Dec-01
ROYAL HAWAIIAN	208,036		803,190	01-Feb-66
SALVA VIDA & DESIGN	785,606	09-Mar-89	1,690,420	02-Jun-92
SEA CREATURES	75/448,160	11-Mar-98	2,243,903	04-May-99
SMOOTHERS	74/733878	25-Sep-95	2009951	16-May-02
SORBET 'N CREAM	75/245286	21-Feb-97	2,170,561	30-Jun-98
STRAWBERRY SUNRISE	75/938,536	08-Mar-00	2,530,621	15-Jan-02
SWEET N' RIPE	75/379,233	24-Oct-97	2,203,984	17-Nov-98
TEMPTINGLY TROPICAL	75/938,537	08-Mar-00	2,530,622	15-Jan-02
THE DOLE CANNERY	75/215,538	19-Dec-96	2,185,387	01-Sep-98
TRIPLE WASHED (Design)	78/076235	27-Jul-01		
VALLEY ORCHARD	584,017		1,419,360	02-Dec-86
VERY VEGGIE	75/914480	09-Feb-00	2669647	31-Dec-02
YOUR CHOICE	75/938,936	09-Mar-00		