

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. 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):  
Hale Indian River Groves Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Florida  
 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: 12/12/2003

2. Name and address of receiving party(ies)  
Name: Tantallon Lenders, LLC  
Internal  
Address: Suite 555  
Street Address: 555 Skokie Boulevard  
City: Northbrook State: IL Zip: 60062

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

Other Limited Liability Company -  
If assignee is not domiciled in the United States, a domestic Illinois  
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)  
76/565402              76/565404  
76/565699              76/565907

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
1763068    1764702    2321765

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

Name: Mariann R. Murphy

Internal Address: Jenner & Block LLP

Street Address: One IBM Plaza

City: Chicago    State: IL    Zip: 60611

6. Total number of applications and  
registrations involved: ..... 7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed  
 Authorized to be charged to deposit account

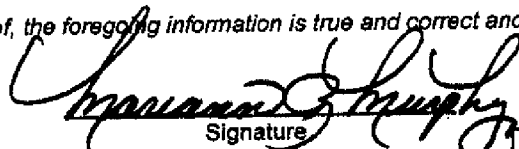
8. Deposit account number:  
10-0460

(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.*

Mariann R. Murphy  
Name of Person Signing

  
Signature

May 18, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$190.00 100460 76565402

*Execution Copy***TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 12, 2003, is between Hale Indian River Groves, Inc., a Florida corporation (the "Company") and Tantallon Lenders, LLC, an Illinois limited liability company (the "Lender").

**W I T N E S S E T H:**

WHEREAS, the Company and the Lender have entered into that certain Securities Purchase Agreement dated as of December 12, 2003 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Securities Purchase Agreement"), pursuant to which the Lender has agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Company; and

WHEREAS, the obligations of the Company under the Securities Purchase Agreement are to be secured pursuant to this Agreement and a Security Agreement, dated of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Lender;

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Securities Purchase Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby grants to the Lender a continuing security interest in, the Company's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): 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 or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations listed on Schedule I hereto), together with any reissues, renewals or extensions thereof; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of recording the security interest of the Lender 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 Lender under the Security Agreement.

The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Obligations (other than contingent indemnification Obligations to the extent no claims giving rise thereto have been asserted) and the termination of all commitments of the Lender under the Securities Purchase Agreement, the Lender 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.

5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lender 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 therein.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be fully performed in such State. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**COMPANY:**

HALE INDIAN RIVER GROVES, INC.

By: Susan B. Hale  
Title: President

**LENDER:**

TANTALLON LENDERS, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**COMPANY:**

HALE INDIAN RIVER GROVES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

TANTALLON LENDERS, LLC

By: 

Title: MANAGER

Trademark Security Agreement

SCHEDULE I  
to  
Trademark Security Agreement

**TRADEMARKS**

**REGISTERED TRADEMARKS AND SERVICE MARKS**

<b><u>Jurisdiction</u></b>	<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Date of Registration</u></b>	<b><u>Registration Number</u></b>
U.S. Patent and Trademark Office	Hale Indian River Groves Inc.	"Hale Groves" in connection with fresh fruit	February 22, 2000	2,321,765
U.S. Patent and Trademark Office	Hale Indian River Groves Inc.	"Hale"	April 13, 1993	1,764,702
U.S. Patent and Trademark Office	Hale Indian River Groves Inc.	"Hale" (and design)	April 6, 1993	1,763,068
U.S. Patent and Trademark Office	Hale Indian River Groves	"Hale Groves" in connection with goods and services not included in the originally filed "Hale Groves" trademark	December 8, 2003 (pending)	Pending Application 76/565,907
U.S. Patent and Trademark Office	Hale Indian River Groves Inc.	"Hale Groves" (and design)	December 8, 2003 (pending)	Pending Application 76/565,699
U.S. Patent and Trademark Office	Hale Indian River Groves	"Hale" and Design	December 3, 2003 (pending)	Pending Application 76/565,404
U.S. Patent and Trademark Office	Hale Indian River Groves Inc.	"Hale"	December 3, 2003 (pending)	Pending Application 76/565,402