

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)/Execution Date(s):</b> Hale Indian River Groves, Inc.		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No Name: <u>AmSouth Bank</u> Internal Address: _____ Street Address: <u>111 N. Orange Ave, Ste 1585</u> City: <u>Orlando</u> State: <u>Florida</u> Country: <u>USA</u> Zip: <u>32801</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>bank</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>a Florida corporation</u> Citizenship (see guidelines) _____ Execution Date(s) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ see attached additional sheet Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> _____			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>J. P. Carolan, III</u> Internal Address: _____ <u>Winderweede Haines et al</u> Street Address: <u>390 N. Orange Ave, Ste 1500</u> City: <u>Orlando</u> State: <u>Florida</u> Zip: <u>32801</u> Phone Number: <u>407-423-4246</u> Fax Number: <u>407-423-7014</u> Email Address: <u>rcarolan@whww.com</u>		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">4</span>	
		<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>\$115.00</u></b> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed fee already submitted	
		<b>8. Payment Information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b> <u>J. P. Carolan, III</u> Signature _____ Date _____ J. P. Carolan, III Name of Person Signing _____ Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;"> </span>			

Documents to be recorded (Including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Attachment to Recordation Form Cover Sheet**

4. Application numbers or registration numbers and identification or description of the Trademark:

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
78442955		Hale Groves
76565907		Hale Groves
76565699		Hale Groves
75667062	2321765	Hale Groves

01-30-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

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):

Hale Indian River Groves, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other a Florida corporation

2. Name and address of receiving party(ies)

Name: AmSouth Bank

Internal Address:

Street Address: 111 N. Orange Ave., Ste 1585

City: Orlando State: FL Zip: 32801

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other a bank organized under the laws of Alabama

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) additional name(s) & address(es) attached?

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: As of December 12, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,231,765

also see Schedule I

Additional number(s) attached Yes No

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

Name: J. P. Carolan, III

Internal Address: Winderweedle, Haines et al

Street Address: 390 N. Orange Avenue, Ste 1500

City: Orlando State: FL Zip: 32801

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

J. P. Carolan, III

Name of Person Signing

Signature

1/16/04

Date

Total number of pages including cover sheet, attachments, and document: 6

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

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TRADEMARK REEL: 002939 FRAME: 0360

SCHEDULE I  
TO RECORDATION COVER SHEET

TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>
U.S. Patent and Trademark Office	Hale Indian River Groves, Inc.	"Hale Groves" in connection with fresh fruit	February 22, 2000	No. 2,231,765
U.S. Patent and Trademark Office	Hale Indian River Groves, Inc.	"Hale"	December 2, 2003 (pending)	Renewal Application for No. 1,764,702
U.S. Patent and Trademark Office	Hale Indian River Groves, Inc.	"Hale" (and design)	December 2, 2003 (pending)	Renewal Application for No. 1,763,068
U.S. Patent and Trademark Office	Hale Indian River Groves, Inc.	"Hale Groves" in connection with goods and services not included in the originally filed "Hale Groves" trademark	December 5, 2003 (pending)	Pending Application
U.S. Patent and Trademark Office	Hale Indian River Groves, Inc.	"Hale Groves" (and design)	December 5, 2003 (pending)	Pending Application

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 AmSouth Bank, a bank organized under the laws of Alabama (the "Lender").

WITNESSETH:

WHEREAS, the Company and the Lender have entered into that certain Loan and Security Agreement dated as of December 12, 2003 between Company and Lender (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to make loans to, the Company; and

WHEREAS, the obligations of the Company under the Loan 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 Loan 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); 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 Loan 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 Florida 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.

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: *Lawson B. Hale*  
Title: *President*

**LENDER:**

AMSOUTH BANK

By: *[Signature]*  
Title: *VICE President*

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