

12-14-2004

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EET 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):
Del Monte Fresh Produce International Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other A Liberian Corporation

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/10/2004

2. Name and address of receiving party(ies)
 Name: Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
 Internal Address: "Rabobank Nederland", New York Branch
00 Administrative Agent
 Street Address: 245 Park Avenue
 City: New York State: NY Zip: 10167-5120

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other New York State Licensed Branch of a Dutch Banking Cooperative

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76296177, 76296178, 78477133, 76595824, 78442127, 78443022

B. Trademark Registration No.(s) 2682269, 2682270, 2682271, 2625603, 2700728, 2713812

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: LaShana C. Jimmar, Paralegal
 Internal Address: Paul, Hastings, Janofsky & Walker, LLP
Suite 2400
 Street Address: 600 Peachtree Street
 City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-0752

DO NOT USE THIS SPACE

9. Signature.
LaShana C. Jimmar [Signature] 12/7/2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 1

12/13/2004 ECOOPER 00000065 76296177 01 FC:8521 02 FC:8522 40.00 OP 125.00 OP

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

Intellectual Property Security Agreement

Del Monte Fresh Produce International Inc.

Schedule 1

Trademarks, Trade Names and Trademark Applications

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

1. United States of America, Golden Ripe, class 31, registration number 2682269
2. United States of America, Golden Ripe, class 31, registration number 2682270
3. United States of America, Golden Ripe (Stylized), class 31, registration number 2682271
4. United States of America, Purple Mountain & design, class 29, registration number 2625603
5. United States of America, Purple Mountain & design, class 31, registration number 2700728
6. United States of America, Purple Mountain & design, class 32, registration number 2713812
7. Argentina, Fielder, class 31, registration number 1919183
8. Canada, Fielder, classes 29 & 31, registration number 490744
9. Canada, Fielder & Design, classes 29 & 31, registration number 490745
10. Costa Rica, Fielder, class 29, registration number 92918
11. Costa Rica, Fielder, class 31, registration number 92916
12. Croatia, Fielder, class 31, registration number Z990396
13. European Community, Fielder, class 31, registration number 1,148,428
14. Guatemala, Fielder, class 29, registration number 128732
15. Macedonia, Fielder, class 31, registration number 8364
16. Norway, Fielder, class 31, registration number 198,526
17. Poland, Fielder, class 31, registration number 139766
18. Russian Federation, Fielder, class 31, registration number 194618
19. Switzerland, Fielder, class 31, registration number 465446
20. Turkey, Fielder, class 31, registration number 210117
21. Russian Federation, Fielder, class 31, registration number 194618
22. Slovenia, Fielder, class 31, registration number 997495
23. Switzerland, Fielder, class 31, registration number 465446
24. Turkey, Fielder, class 31, registration number 210117
25. Argentina, Fielder & Design, class 31, registration number 1919184
26. Canada, Fielder & design, classes 29 & 31, registration number 490745
27. Costa Rica, Fielder & design, class 29, registration number 92855
28. Costa Rica, Fielder & design class 31, registration number 92917
29. Croatia, Fielder & design, class 31, registration number Z990397
30. European Community, Fielder & design, class 31, registration number 1149327
31. Guatemala, Fielder & Design, class 29, registration number 128753
32. Guatemala, Fielder & Design, class 31, registration number 128751
33. Macedonia, Fielder & design, class 31, registration number 8365
34. Turkey, Fielder & design, class 31, registration number 210900
35. Norway, Fielder & design, class 31, registration number 198527

36. Poland, Fielder, class 31, registration number 139767
37. Russian Federation, Fielder & design, class 31, registration number 196066
38. Slovenia, Fielder & Design, class 31, registration number 997496
39. Switzerland, Fielder & design, class 31, registration number 465466
40. Turkey, Fielder & Design, class 31, registration number 210900
41. Canada, Golden Ripe, class 29,31 and 32, registration number 575458
42. Canada, Golden Ripe & design, classes 29, 31 & 32, registration number 575482
43. Canada, Mel-O-Vac, class 40, registration number 529,543
44. European Community, Mel-O-Vac, class 40, registration number 993386
45. European Community, Purple Mountain, classes 29 & 32, registration number 787713
46. European Community, Purple Mountain, class 31, registration number 1281625
47. European Community, Purple Mountain, class 29, registration number 1327329
48. Canada, Purple Mountain & design, classes 31 & 32, registration number 554278
49. Canada, Purple Mountain & design, class 29, registration number 554279
50. Costa Rica, Purple Mountain & design, class 29, registration number 121228
51. Costa Rica, Purple Mountain & design, class 31, registration number 121229
52. Costa Rica, Purple Mountain & design, class 32, registration number 121230
53. European Community, Purple Mountain & design, classes 29, 31 & 32, registration number 1305184
54. Switzerland, Top Banana, classes 29 & 31, registration number 450147
55. China, Tropical Sun, class 29, registration number 1474255
56. China, Tropical Sun, class 31, registration number 1506935
57. China, Tropical Sun, class 32, registration number 1454712
58. Japan, Tropical Sun, classes 29, 31 & 32, registration number 4443365
59. South Korea, Tropical Sun, classes 31 & 32, registration number 474653
60. Malaysia, Tropical Sun, class 32, registration number 99/03846
61. Singapore, Tropical Sun, class 31, registration number T99/04214G
62. Singapore, Tropical Sun, class 32, registration number T99/04215E
63. Thailand, Tropical Sun, class 29, registration number 116148
64. Thailand, Tropical Sun, class 31, registration number 115327
65. Thailand, Tropical Sun, class 32, registration number 116137

Other trademarks owned by Fresh Del Monte Produce Inc. and its subsidiaries ("Group Companies") as a result of the Del Monte Europe acquisition are delineated in the chart below as follows:

Country	Status	Mark	Int'l Cl(s)	Proprietor	Registration No	Registration Date	Renewal Due
UNITED KINGDOM	Registered & to be transferred	DE L'ORA	29	Del Monte Fresh Produce International Inc.	1245894	11/Jul/1985	11/Jul/2006
UNITED KINGDOM	Registered & to be transferred	DE L'ORA	32	Del Monte Fresh Produce International Inc.	1108578	31/Jan/1979	31/Jan/2010
UNITED KINGDOM	Registered & to be transferred	DE L'ORA	29	Del Monte Fresh Produce International Inc.	1262726	18/Mar/1986	18/Mar/2007
UNITED KINGDOM	Registered & to be transferred	DE L'ORA ACTIV-8	32	Del Monte Fresh Produce International Inc.	1343355	04/May/1988	04/May/2005
UNITED KINGDOM	Registered & to be transferred	DEUCE	29	Del Monte Fresh Produce International Inc.	1221104	20/Jun/1984	20/Jun/2005
UNITED KINGDOM	Registered & to be transferred	ENERGEN	32	Del Monte Fresh Produce International Inc.	1043071	03/Mar/1975	03/Mar/2006
UNITED KINGDOM	Registered & to be transferred	ENERGEN	32,33	Del Monte Fresh Produce International Inc.	528632	16/Jan/1932	16/Jan/2012
UNITED KINGDOM	Registered & to be transferred	ENERGEN 1-CAL	32	Del Monte Fresh Produce International Inc.	1041202	22/Jan/1975	22/Jan/2006
UNITED KINGDOM	Registered & to be transferred	ENERGENIC	32	Del Monte Fresh Produce International Inc.	1114626	21/May/1979	21/May/2010
UNITED KINGDOM	Registered & to be transferred	JUST JUICE	32	Del Monte Fresh Produce International Inc.	1374893	01/Mar/1989	01/Mar/2006
UNITED KINGDOM	Registered & to be transferred	JUST JUICE Logo	32	Del Monte Fresh Produce International Inc.	1374883	01/Mar/1989	01/Mar/2006
UNITED KINGDOM	Registered & to be transferred	JUST JUICE Logo and Device	32	Del Monte Fresh Produce International Inc.	1374885	01/Mar/1989	01/Mar/2006
UNITED KINGDOM	Registered & to be transferred	ONE CAL Logo and Device	32	Del Monte Fresh Produce International Inc.	1568383	13/Apr/1994	13/Apr/2011
UNITED KINGDOM	Registered & to be transferred	ONE-CAL & Device	32	Del Monte Fresh Produce International Inc.	1175059	15/May/1982	15/May/2013
UNITED KINGDOM	Registered & to be transferred	TOYBOX	32	Del Monte Fresh Produce International Inc.	2168371	03/Jun/1998	03/Jun/2008

Other trademarks purchased by the Group Companies in the Del Monte Europe acquisition and in the process of being transferred to Del Monte Fresh Produce International Inc.

Country	Status	Mark	Int'l Cl(s)	Proprietor	Registration No	Registration Date	Renewal Due
IRELAND	Registered & to be transferred	ENERGEN	05	Del Monte Fresh Produce International Inc.	31254	16/Nov/1911	16/Nov/2009
IRELAND	Registered & to be transferred	ENERGEN	30	Del Monte Fresh Produce International Inc.	31255	_____	16/Nov/2009
UNITED KINGDOM	Registered & to be transferred	ENERGEN	01,05,29,30	Del Monte Fresh Produce International Inc.	337793	16/Nov/1911	16/Nov/2005
UNITED KINGDOM	Registered & to be transferred	ENERGEN	29	Del Monte Fresh Produce International Inc.	1004303	05/Jan/1973	05/Jan/2008
SWITZERLAND	Registered & to be transferred	ENERGEN	29,30,31	Del Monte Fresh Produce International Inc.	360511	12/Feb/1947	28/Jan/2007

UNITED KINGDOM	Registered & to be transferred	ENERGEN KRISPI-MUESLI	30	Del Monte Fresh Produce International Inc.	1218229	05/May/1984	05/May/2005
SARAWAK	Registered & to be transferred	ENERGEN ONE-CAL (Series of Two)	32	Del Monte Fresh Produce International Inc.	SAR/27052	28/Apr/1983	28/Apr/2004
UNITED KINGDOM	Registered & to be transferred	ENERGETTES	30	Del Monte Fresh Produce International Inc.	901490	11/Nov/1966	11/Nov/2011
UNITED KINGDOM	Registered & to be transferred	ENERGETTES	05	Del Monte Fresh Produce International Inc.	901489	11/Nov/1966	11/Nov/2011
IRELAND	Registered & to be transferred	JUST FRUITS Labels (Series of Four)	29	Del Monte Fresh Produce International Inc.	215259	05/Mar/1999	04/Mar/2009
IRELAND	Registered & to be transferred	JUST JUICE	32	Del Monte Fresh Produce International Inc.	B107486	01/Aug/1980	31/Jul/2011
IRELAND	Registered & to be transferred	ONE-CAL & Device	32	Del Monte Fresh Produce International Inc.	B123626	30/Dec/1985	29/Dec/2006
UNITED KINGDOM	Registered & to be transferred	STRENGHT OF WHEAT NRG ENERGEN & Device	30	Del Monte Fresh Produce International Inc.	524836	07/Aug/1931	07/Aug/2011
IRELAND	Registered & to be transferred	STRENGTH OF WHEAT NRG ENERGEN & Device	30	Del Monte Fresh Produce International Inc.	38867	21/Aug/1931	21/Aug/2011
IRELAND	Registered & to be transferred	TOYBOX	32	Del Monte Fresh Produce International Inc.	219508	12/Jun/1998	11/Jun/2008

II. Tradenames

None

III. Trademark Applications are delineated by country, mark, class and application number as follows:

1. United States of America, Golden Ripe (stylized), class 29, application number 76/296177
2. United States of America, Golden Ripe (stylized), class 31, application number 76/296178
3. United States of America, Highland Honey, class 29 and 31, application number 78/477,133
4. United States of America, ROSY, class 31, application number 76/595,824
5. United States of America, The Freshleys (Block), class 31, application number 78/442127
6. United States of America, The Freshleys (Stylized), class 31, application number 78/443,022
7. Argentina, Fielder, class 29, application number 2339589
8. Brazil, Fielder, class 29, application number 823597830
9. Guatemala, Fielder, class 31, application number 5657-94
10. Guatemala, Fielder, class 32, application number 5655-94
11. Argentina, Fielder & design, class 29, application number 2338588
12. Brazil, Fielder & design, class 31, application number 823597849
13. Guatemala, Fielder & design, class 32, application number 5651-94
14. Canada, Highland Honey, class 31, application number 300254358
15. Hong Kong, Highland Honey, class 31, application number 300254358
16. Japan, Highland Honey, class 31, application number 73585/04
17. Korea (South), Highland Honey, class 31, application number 34595/2004
18. Philippines, Highland Honey, class 31, application number 68162004
19. Korea (South), Highland Honey (in Korean Characters), class 31, application number 41020/2004
20. South Africa, Purple Mountain, class 29, application number 2000113874
21. South Africa, Purple Mountain, class 31, application number 2000113875
22. South Africa, Purple Mountain, class 32, application number 2000113876
23. South Africa, Purple Mountain & design, class 29, application number 2000113877
24. South Africa, Purple Mountain & design, class 31, application number 2000113878
25. South Africa, Purple Mountain & design, class 32, application number 2000113879
26. Malaysia, Tropical Sun, class 29, application number 99/03847
27. Malaysia, Tropical Sun, class 31, application number 99/03848

IV. Service Marks

None

V. Registered Service Marks

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 10, 2004, by each of the parties listed on the signature pages hereof as pledgors (collectively, the "Pledgors", and each, a "Pledgor") and **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH**, as administrative agent (in such capacity, the "Administrative Agent") on behalf of the Issuing Bank and the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 21, 2003, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of January 27, 2004, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement dated as of June 24, 2004 and as further amended by that certain Third Amendment to Amended and Restated Credit Agreement of even date herewith (as may be further amended, modified, restated or supplemented from time to time, the "Credit Agreement") by and among Fresh Del Monte Produce Inc., a Cayman Islands company ("Fresh Produce"), and certain Subsidiaries of Fresh Produce identified on the signature pages thereto, as borrowers (Fresh Produce and such Subsidiaries are referred to herein collectively as the "Borrowers" and each individually as a "Borrower"), the various banks and other lending institutions party thereto from time to time (the "Lenders"), and the Administrative Agent, the Lenders have agreed to make certain loans and other financial accommodations to, and the Issuing Bank has agreed to issue Letters of Credit for the account of, the Borrowers; and

WHEREAS, each Pledgor will realize substantial direct and indirect benefits as a result of the making of loans and other financial accommodations to, and the issuance of Letters of Credit on behalf of, the Borrowers pursuant to the Credit Agreement and the other Loan Documents; and

WHEREAS, the Lenders are willing to make loans and other financial accommodations to, and the Issuing Bank is willing to issue Letters of Credit on behalf of, the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement, in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations of the Loan Parties under the Credit Agreement and the other Loan Documents (all of the foregoing hereinafter referred to as the "Secured Obligations").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement to the extent not otherwise defined or limited herein.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of the Security Agreements. The Security Agreements executed by any Pledgor and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Pledgor hereby grants to the Administrative Agent, for the benefit of the Issuing Bank, the Lenders and the Foreign Exchange Banks (hereinafter, collectively, the “Lender Group”), a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by Applicable Law, all of each Pledgor’s now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor’s business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 3(a)(i), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); provided, however, that no security interest shall be granted in any Trademark to the extent such Trademark would be rendered invalid, abandoned, void or unenforceable by reason of a security interest being granted in it hereunder; and provided further, that upon the termination for any reason whatsoever of such restriction on the granting of a security interest on such Trademark, the provisions of this Paragraph 3(a) shall be deemed to apply thereto automatically; and (ii) all proceeds of any and all of the foregoing.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 3(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 3(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing.

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether any Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the Trademark Licenses and all other license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Administrative Agent's rights under the Credit Agreement to the extent the foregoing permit such use, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by any Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 3(d), the Licenses shall not include any license agreement in effect as of the date hereof (including the Trademark Licenses) with any person that is not an Affiliate of any Pledgor that by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 3(d) shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. No Pledgor shall, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, that is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, that would in any material respect adversely affect the validity or enforcement of the rights transferred to the Lender Group under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

5. New Trademarks, Copyrights, Patents and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by any Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by any Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by any Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under that any Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by any Pledgor to any Person other than the Administrative Agent for the benefit of the Lenders and except as disclosed in the Credit Agreement. If, prior to the termination of this Agreement, any Pledgor shall obtain rights to or become entitled to the benefit of (i) any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) any new copyrights or copyright registrations, (iv) any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Paragraph 3 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses; provided; however, this Paragraph shall not apply to any right or benefit acquired after the date hereof that is subject to and encumbered by a pre-existing Lien, the terms of which preclude the pledging of any remaining interest, and provided further, that such Pledgor has used its reasonable best efforts to negotiate with such lienholder to allow the Lender Group to receive a pledge of the remaining interest). Except in the case of new rights in unregistered copyrights, the Pledgors shall give to the Administrative Agent notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 3 above or under this Paragraph 5, (ii) by amending Schedule 2 to include any future patents and patent applications, that are Patents under Paragraph 3 above or under this Paragraph 5, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, that are Copyrights under Paragraph 3 above or under this Paragraph 5, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 3 above or under this Paragraph 5, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

6. Royalties. Each Pledgor hereby agrees that the use by the Administrative Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under Paragraph 14 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect

thereto and without any liability for royalties or other related charges from the Administrative Agent or any member of the Lender Group to such Pledgor.

7. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Secured Obligations have been Paid in Full and the Commitments under the Credit Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Administrative Agent or the Lenders, or any of them, pursuant to this Agreement.

8. Duties of Each Pledgor.

(a) With respect to each trademark or service mark registration, trademark or service mark application and License relating to the right of any Pledgor to use the DEL MONTE name and the DEL MONTE shield design trademarks (including the Trademark Licenses), such Pledgor agrees to take all necessary steps, consistent with any obligation it may have under any Trademark License, including, with limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain such patent, trademark or service mark registration, License and Trademark License, and (ii) pursue each such trademark or service mark application now or hereafter included in the Collateral relating to the use of DEL MONTE name and the DEL MONTE shield design trademarks, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of application for any permitted renewal or extension, the filing of affidavits under Section 8 and 15 of the United States Trademark Act, and the participation in opposition, interference, reexamination, cancellation and infringement and misappropriation proceedings, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees. Such Pledgor agrees to take corresponding steps with respect to each new or acquired trademark or services mark registration, trademark or service mark application or License relating to the use of the DEL MONTE name and the DEL MONTE shield design trademarks to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Pledgor. Such Pledgor shall not, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any trademark or service mark identified in Schedule 1 relating to the DEL MONTE name and the DEL MONTE shield design trademarks, or otherwise abandon any trademark or service mark identified in Schedule 1 relating to the DEL MONTE name and the DEL MONTE shield design trademarks. Further, such Pledgor shall not, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any other trademark or service mark, or abandon any pending application for any other trademark or service mark relating to the DEL MONTE name and the DEL MONTE shield design trademarks.

(b) Neither the Administrative Agent nor any other Lender shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the

generality of the foregoing, the Administrative Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgors and shall be added to the Secured Obligations secured hereby.

9. Indemnification by Each Pledgor. Each Pledgor hereby agrees to indemnify and hold harmless the Administrative Agent and the Lender Group for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever that may be imposed on or asserted against the Administrative Agent or any other member of the Lender Group by a third party in connection with or relating to the Administrative Agent's or any other member of the Lender Group's exercise of rights of license, sale or transfer permitted hereunder with respect to any or all of the Trademarks, Patents, Copyrights or Licenses; unless with respect to any of the above, the Administrative Agent or any other member of the Lender Group is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

10. The Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Administrative Agent shall commence any such suit, each Pledgor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Pledgors shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent, and directed to such Pledgor and specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any

manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or in a written instrument signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all officers and agents of the Administrative Agent designated by the Administrative Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in such Pledgor's or the Administrative Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey, license or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, in each case, other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained and then to the extent that such action would result in abandonment, invalidation or dedication to the public domain of the applicable Trademarks, Patents, Copyrights or Licenses. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or any other Lender under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any relevant jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-610, Section 9-620 or other provisions of the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default,

the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition.

15. Successors and Assigns. This Agreement shall be binding upon each Pledgor and their successors and assigns, and shall inure to the benefit of the Administrative Agent, the Issuing Bank, the Lenders and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of any Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed in New York.

17. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Credit Agreement and to the addresses set forth in the Credit Agreement if to the Administrative Agent or any Pledgor that is a Borrower, and for any other Pledgor, to the address set forth below such Pledgor's name on the signature pages hereof.

18. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission or via e-mail transmission of an adobe file format document (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof.

20. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Administrative Agent" shall be a reference to the Administrative Agent for the benefit of itself and the Lender Group, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Administrative Agent for the benefit of itself and the Lender Group.

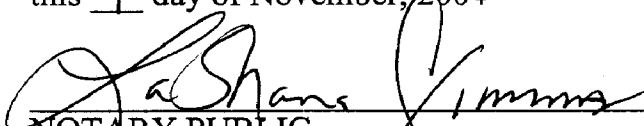
21. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each Pledgor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between each Pledgor and the Administrative Agent.

22. Effectiveness. This Agreement shall become effective on the Third Amendment Date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

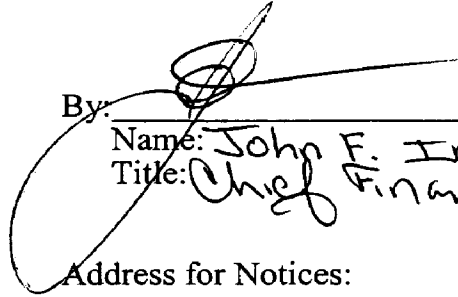
Sworn to and subscribed before me
this 9th day of November, 2004


NOTARY PUBLIC
My Commission Expires



PLEDGORS:

DEL MONTE FRESH PRODUCE
INTERNATIONAL INC., a Liberian
corporation

By: 
Name: John F. Inserra
Title: Chief Financial Officer and Executive Vice President

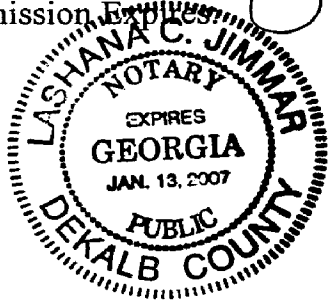
Address for Notices:

80 Broad Street
Monrovia, Liberia

with a copy to:
74 Boulevard D'italie
Monte Carlo, Monaco 98000

Sworn to and subscribed before me
this 9th day of November, 2004

Lashana C. Jimmar
NOTARY PUBLIC
My Commission Expires



DEL MONTE EUROPE LTD., a English limited
company

By: *[Signature]*
Name: John F. Inarra
Title: Director

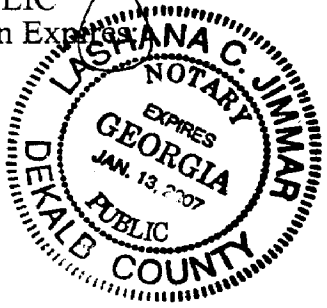
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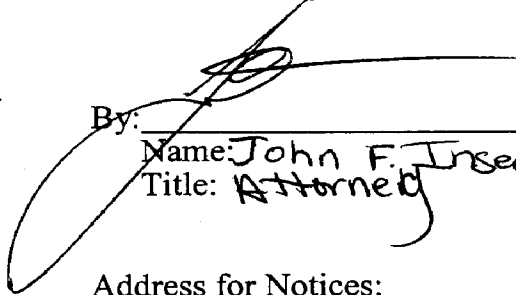
Del Monte House
240 London Road
Staines Middlesex
Tw18 4jd

Sworn to and subscribed before me
this 9th day of November, 2004

DEL MONTE INTERNATIONAL INC., a
Panama corporation


NOTARY PUBLIC
My Commission Expires



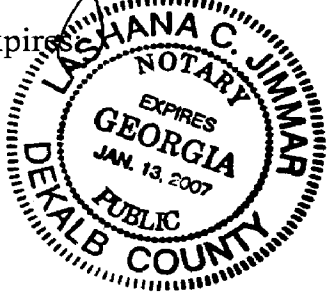
By: 
Name: John F. Inserra
Title: Attorney

Address for Notices:

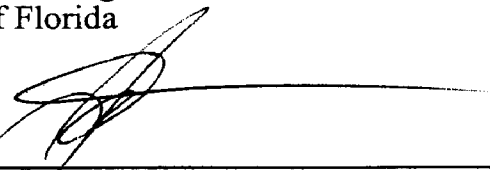
Del Monte House
240 London Road
Staines Middlesex
Tw18 4jd

Sworn to and subscribed before me
this 9th day of November, 2004


NOTARY PUBLIC
My Commission Expires



DEL MONTE FRESH PRODUCE N.A., INC., a
corporation organized under the laws of the
State of Florida

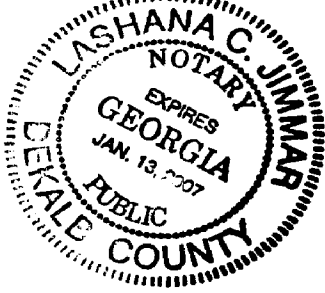
By: 
Name: John F. Inserra
Title: Executive Vice President and Chief Financial Officer

Address for Notices:

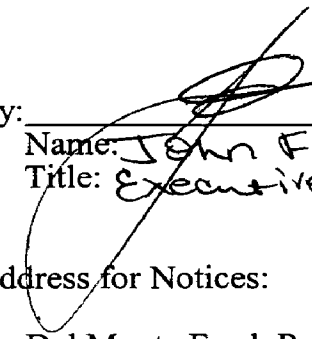
240 Sevilla Avenue
Coral Gables, Florida 33134
Telecopier: (305) 448-6647

Sworn to and subscribed before me
this 9th day of November, 2004


NOTARY PUBLIC
My Commission Expires:



DEL MONTE FRESH PRODUCE (TEXAS),
INC., a corporation organized under the laws
of the State of Texas

By: 

Name: John F. Inzerre
Title: Executive Vice President and Chief
Financial Officer

Address for Notices:

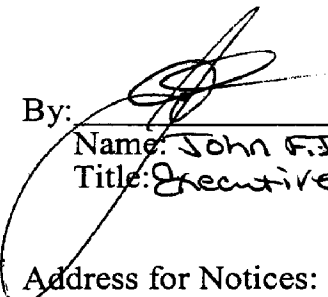
c/o Del Monte Fresh Produce Company
240 Sevilla Avenue
Coral Gables, Florida 33134
Telecopier: (305) 448-6647

Sworn to and subscribed before me
this 9th day of November, 2004


NOTARY PUBLIC
My Commission Expires:




DEL MONTE FRESH PRODUCE COMPANY,
a corporation organized under the laws of the
State of Delaware

By: 
Name: John F. Insetta
Title: Executive Vice President and Chief Financial Officer

Address for Notices:

240 Sevilla Avenue
Coral Gables, Florida 33134
Telecopier: (305) 448-6647

Sworn to and subscribed before me
this 9th day of November, 2004

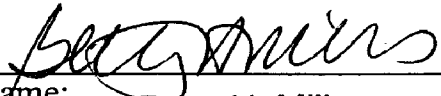


NOTARY PUBLIC
My Commission Expires



ADMINISTRATIVE AGENT:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH

By: 

Name: Betty H. Mills
Title: Executive Director

By: _____
Name: _____
Title: _____

Sworn to and subscribed before me
this 9th day of November, 2004



NOTARY PUBLIC

My Commission Expires:

FAVIAN LEÓN VÁZQUEZ

Notary Public, State of New York

No. 01LE6097571

Qualified in Queens County

Certificate Filed in New York County

My Commission Expires September 02, 2007

ADMINISTRATIVE AGENT:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH

By: 

Name:

Brett Delfino

Title:

Executive Director

By: _____

Name:

Title:

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE 7