TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chiquita Brands L.L.C.		06/28/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street, CP 8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 128

Property Type	Number	Word Mark
Registration Number:	0220636	UNIFRUIT
Registration Number:	0221055	MELORIPE
Registration Number:	0508492	CHIQUITA BANANA
Registration Number:	0670320	CHIQUITA
Registration Number:	0711622	CHIQUITA
Registration Number:	0714807	
Registration Number:	0765610	CHIQUITA
Registration Number:	0775094	CHIQUITA
Registration Number:	0821371	PETITE 150'S
Registration Number:	0853740	CHIQUITA
Registration Number:	0910452	AMIGO
Registration Number:	1175379	CHIQUITA
Registration Number:	1181417	RRR THREE R'S
Registration Number:	1183170	CHIQUITA

OP $3215.00 0220636

Registration Number:	1379419	FRUPAC
Registration Number:	1379420	
Registration Number:	1384564	FRUPAC
Registration Number:	1388476	CHIQUITA
Registration Number:	1391022	CHIQUITA
Registration Number:	1391777	CHIQUITA
Registration Number:	1395092	YES! BANANAS
Registration Number:	1442357	CHIQUITA
Registration Number:	1445498	CHIQUITA
Registration Number:	1446707	CHIQUITA
Registration Number:	1448765	CHIQUITA
Registration Number:	1449963	CHICO
Registration Number:	1478924	CHIQUITA
Registration Number:	1478925	CHIQUITA
Registration Number:	1478926	CHIQUITA
Registration Number:	1486124	CHIQUITA
Registration Number:	1486128	CHIQUITA
Registration Number:	1490411	CHIQUITA
Registration Number:	1531118	PETITE 150'S
Registration Number:	1542790	THE FIRST LADY OF FRUIT
Registration Number:	1580381	
Registration Number:	1679058	CHIQUITA EXPRESS
Registration Number:	1682463	QUITE POSSIBLY, THE WORLD'S PERFECT FOOD
Registration Number:	1684599	YES! BANANAS
Registration Number:	1684600	YES! BANANAS
Registration Number:	1688035	AMIGO
Registration Number:	1693443	CALYPSO BREEZE
Registration Number:	1711944	CHIQUITA
Registration Number:	1731439	CHIQUITA
Registration Number:	1741559	CHIQUITA JR
Registration Number:	1797234	CHIQUITA JR.
Registration Number:	1834848	WHEN A LITTLE IS EXACTLY ENOUGH
Registration Number:	1859255	SUN CLASSICS
Registration Number:	1903716	CHIQUITA
Registration Number:	1906730	CHIQUITA

Registration Number:	1924760	GARDENA
Registration Number:	1970372	TROPICAL PARADISE
Registration Number:	1991773	CHIQUITA
Registration Number:	1991774	CHIQUITA
Registration Number:	2057679	PACIFICO
Registration Number:	2069354	CHIQUITA JR.
Registration Number:	2090170	CHIQUITA
Registration Number:	2143562	INLINE ORANGE
Registration Number:	2145511	SPORTS BLAST
Registration Number:	2171247	WILD BERRY SPLASH
Registration Number:	2179540	CHIQUITA
Registration Number:	2198521	ROLLIN BLUE RASPBERRY
Registration Number:	2198522	FREESTYLE FRUIT PUNCH
Registration Number:	2204386	CHIQUITA
Registration Number:	2228299	MARITROP
Registration Number:	2238638	CHIQUITA
Registration Number:	2240561	CHIQUITA
Registration Number:	2250513	A HEALTHY WAY TO START YOUR DAY
Registration Number:	2273431	CHILLERS
Registration Number:	2278352	
Registration Number:	2294598	CHIQUITA
Registration Number:	2304829	CHIQUITA
Registration Number:	2309627	CHICO
Registration Number:	2319837	CHIQUITA
Registration Number:	2341835	AT THE HEART OF A HEALTHY BREAKFAST.
Registration Number:	2421596	GROOVIN' GRAPE
Registration Number:	2422048	ENERGIZE. MAXIMIZE. CHIQUITA-TIZE.
Registration Number:	2422224	CHIQUITA
Registration Number:	2424101	CHIQUITA
Registration Number:	2479212	PRODUCE E.XPRESS DELIVERING THE EXPECTED
Registration Number:	2488777	START FRESH WITH CHIQUITA
Registration Number:	2505051	CHIQUITA-TIZE
Registration Number:	2507921	CHIQUITA
Registration Number:	2510902	ALWAYS FRESH. ALWAYS CHIQUITA.
Registration Number:	2513055	ONLY THE BEST. ONLY CHIQUITA. EVERYDAY.

Registration Number:	2518350	PRODUCE E.XPRESS
Registration Number:	2528220	CHIQUITA KIDS
Registration Number:	2559102	PRODUCE SOLUTIONS
Registration Number:	2574376	CHIQUITA
Registration Number:	2586342	SUNRISE SPLASH
Registration Number:	2589237	COMIENZA SANAMENTE CON CHIQUITA
Registration Number:	2589433	CHIQUITA
Registration Number:	2595465	ORCHARD WAVE
Registration Number:	2604594	CHIQUITA. YOUR PRODUCE SOLUTION.
Registration Number:	2615199	CHIQUITASTORE.COM
Registration Number:	2646913	CHICO
Registration Number:	2680536	
Registration Number:	2681719	BANANEWS
Registration Number:	2748373	THE PERFECT FAST FOOD
Registration Number:	2757195	PERFECT FOR LIFE
Registration Number:	2820213	CHIQUITA. PERFECT FOR LIFE.
Registration Number:	2854063	CHIQUITA. EVERYTHING ELSE IS JUST A BANANA.
Registration Number:	2825756	CHIQUITA SOLUTIONS
Registration Number:	2932249	CONSUL
Serial Number:	76054097	THE GRAB 'N GO FRUIT
Serial Number:	76247129	THE GRAB 'N GO SNACK
Serial Number:	76342984	CONSUL
Serial Number:	78146986	JUST-CUT FRESH
Serial Number:	78197623	PERFECTLY FRESH
Serial Number:	78197625	CHIQUITA PERFECTLY FRESH
Serial Number:	78276073	CHIQUITA
Serial Number:	78276075	CHIQUITA FRESH CUT FRUIT
Serial Number:	78300981	FLAVOR SAVOR
Serial Number:	78300984	FLAVOR SAVOR
Serial Number:	78300987	FLAVOR SAVOR
Serial Number:	78367515	CHIQUITA
Serial Number:	78367516	CHIQUITA SOLUCIONES
Serial Number:	78426205	CHIQUITA MOUNTAIN GOLD
Serial Number:	78451985	CHIQUITA MINI'S
Serial Number:	78504192	FUN-NANAS

Serial Number:	78526730	CHIQUITA BITES
Serial Number:	78614595	CHIQUITA TO GO
Serial Number:	78614718	CHIQUITA REAL FRUIT SMOOTHIES
Serial Number:	78615965	CHIQUITA. LA FRUTA QUE SI SABE A FRUTA.
Serial Number:	78616279	PLACE STICKER ON FOREHEAD. SMILE.
Serial Number:	78616283	PEEL. EAT. REPEAT DAILY.
Serial Number:	78627854	POTASSIUM POWER
Serial Number:	78627860	BRAIN FUEL
Serial Number:	78646956	100% FRUIT. ANYTIME. ANYWHERE.

CORRESPONDENCE DATA

Fax Number: (513)977-8141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-977-

Email: lynda.roesch@dinslaw.com

Correspondent Name: Lynda E. Roesch

Address Line 1: 255 E. 5th St.

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Lynda E. Roesch
Signature:	/lynda e roesch/
Date:	07/22/2005

Total Attachments: 12

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

by

CHIQUITA BRANDS L.L.C.

AND EACH GRANTOR PARTY HERETO

in favor of

WACHOVIA BANK, NATIONAL ASSOCIATION,

as Collateral Agent

Dated as of June 28, 2005

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 28, 2005 among CHIQUITA BRANDS L.L.C., a Delaware limited liability company (the "Company"), each Person (as defined in the Security Agreement as defined below) other than the Company which is listed on Schedule I hereto as a grantor (hereinafter the Company and such other Persons are collectively referred to as the "Grantors" or individually referred to as a "Grantor") and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for itself and the Chiquita Secured Parties (as defined in the Credit Agreement as defined below).

RECITALS

A. The Company is party to an existing Credit Agreement, dated as of January 5, 2005 (as amended through the date hereof, the "Existing Credit Agreement"), with the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent for such lenders, as a co-lead arranger, as swing line lender and as letter of credit issuer, Wachovia Bank, National Association, as syndication agent and a co-lead arranger, and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., New York Branch, as documentation agent.

B. The Company is also party to that certain Trademark Security Agreement dated as of January 5, 2005 (as amended through the date hereof, the "Existing Trademark Security Agreement") among the Company, the obligors party thereto and Wells Fargo Bank, National Association, as administrative agent for the benefit of itself and the lenders from time to time party to the Existing Credit Agreement.

C. Pursuant to the Stock Purchase Agreement dated February 22, 2005 and entered into by and between Holdings (as defined in the Credit Agreement referred to below), as purchaser, and Performance Food Group Company, a Tennessee corporation, as seller (the "Seller"), Holdings has agreed to acquire, or has agreed to cause the Company to acquire (the "Acquisition") from the Seller all of the issued and outstanding shares of the capital stock of Fresh International Corp., a Delaware corporation, Fresh Advantage, Inc., a Virginia corporation, Redi-Cut Foods, Inc., an Illinois corporation, and K.C. Salad Holdings, Inc., a Missouri corporation (collectively, the "Fresh Express Companies").

D. The Company has requested that (1) simultaneously with the consummation of the Acquisition, the Lenders (as defined in the Credit Agreement referred to below) lend to the Company up to $600,000,000, the proceeds of which will be used to pay to the Seller a portion of the cash consideration for the shares of capital stock in the Fresh Express Companies, to pay certain transaction fees and expenses, and to refinance certain existing indebtedness of the Company, and (2) from time to time thereafter, the Lenders make Revolving Loans to the Company and the L/C Issuers issue Letters of Credit (as defined in the Credit Agreement referred to below) for the account of the Company to provide working capital for the Company and its subsidiaries (including, without limitation, to fund Permitted Acquisitions (as defined in the Credit Agreement referred to below)).

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E. In order to provide the credit facilities described in Paragraph D. above, the Company has requested that the Lenders amend and restate the Existing Credit Agreement (the Existing Credit Agreement, as so amended and restated as of the date hereof, and as the same may be further amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement").

F. The Lenders are willing to make the Loans and the L/C Issuers to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of itself and the Chiquita Secured Parties, that certain Amended and Restated Security Agreement dated as of the date hereof by and among the Company, the Collateral Agent, and the other parties thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

G. Pursuant to the Security Agreement, all parties hereto are required to amend and restate the Existing Trademark Security Agreement upon the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

ARTICLE I. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the Credit Agreement, as applicable.

ARTICLE II. GRANT OF SECURITY INTEREST AND LIEN IN TRADEMARK COLLATERAL.

2.01 Each Grantor, in order to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Chiquita Secured Obligations owed by such Grantor, hereby grants to the Collateral Agent, for the benefit of itself and the Chiquita Secured Parties, a continuing security interest and Lien in and right to set off against any and all right, title and interest of such Grantor in and to the following, whether now owned, acquired or arising hereafter (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, and all Trademark Licenses to which it is a party, including without limitation those referred to opposite such Grantor's name on Schedule I hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) to the extent not included in the definition of "Trademarks," all applications for registration, registrations, renewals, reissues or extensions of the foregoing or pertaining thereto;

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(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) to the extent not otherwise included, all Proceeds and products of and from the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License or (iii) Trademark License royalties.

2.02 Anything contained in this Trademark Security Agreement to the contrary notwithstanding, the term "Trademark Collateral" shall not include any Trademark or Trademark License that is held by any Grantor, as a licensee, to the extent that: (a) as a result of the grant of a security interest or Lien therein, such Grantor's rights in or with respect to such asset would be forfeited or such Grantor would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law, including, without limitation, after giving full effect to Section 9-408 of the UCC; provided, however, that the term "Trademark Collateral" shall include (1) any and all Proceeds of such Trademarks and Trademark Licenses, and (2) such Trademarks and Trademark Licenses at any time that the restrictions in the license or other agreement are no longer effective and enforceable (including as a result of the exercise of an option to purchase or the repayment of the secured financing) or at any time that the applicable licensor or other applicable party's consent is obtained to the grant of a security interest and Lien in and to such Trademark or Trademark License in favor of Collateral Agent, for the benefit of the Fresh Express Secured Parties.

2.03 Each Grantor and the Collateral Agent, on behalf of itself and the Chiquita Secured Parties, hereby acknowledges and agrees that the security interest and Lien created hereby in the Trademark Collateral (i) constitutes continuing collateral security for all of the Chiquita Secured Obligations of such Grantor, whether now existing or hereafter arising and (ii) is not to be construed as an assignment or sale of any Trademarks or Trademark Licenses. Notwithstanding anything contained in this Trademark Security Agreement, no Subsidiary of Holdings shall be deemed to have granted by reason of this Trademark Security Agreement or any of the other Credit Documents any Lien on any of its property or assets to secure any liabilities or obligations of Holdings (including, without limitation, the liabilities and obligations of Holdings under any of the Credit Documents).

ARTICLE III. APPOINTMENT OF COLLATERAL AGENT AS ATTORNEY-IN-FACT.

3.01 Grantors hereby irrevocably constitute and appoint the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantors or in its name, from time to time, in the Collateral Agent's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors might take with respect to the Trademark Collateral and to execute any and all documents and

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instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

3.02 This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Chiquita Secured Obligations remain outstanding or any Credit Document in respect of the Chiquita Secured Obligations is in effect, and until all of the Commitments in respect of the Term B Facility shall have terminated. The Collateral Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Collateral Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Collateral Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Collateral Agent solely to protect, preserve and realize upon its security interest and Lien in the Trademark Collateral.

ARTICLE IV. AGREEMENT BY GRANTORS NOT TO ASSIGN OR ENCUMBER ANY OF THE TRADEMARK COLLATERAL.

Except to the extent not prohibited in the Security Agreement or the Credit Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

ARTICLE V. SECURITY AGREEMENT.

The rights, Liens and security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens and security interests granted to the Collateral Agent, on behalf of itself and the Chiquita Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of an irreconcilable conflict, the Security Agreement shall control.

ARTICLE VI. RECORDATION.

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, worldwide, record this Trademark Security Agreement.

ARTICLE VII. GOVERNING LAW; WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION; VENUE.

UNLESS OTHERWISE PROVIDED IN ANY CREDIT DOCUMENT, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PROVISIONS OF

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THE SECURITY AGREEMENT RELATING TO WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION, VENUE AND ARBITRATION ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[signature page follows]

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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CHIQUITA BRANDS L.L.C., as a Grantor

By: _____
Name: Jeffrey M. Zalla
Title: Senior Vice President and
Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 24th day of June, 2005 before me personally appeared Jeffrey M. Zalla, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Chiquita Brands L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by their Board of Directors or members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Bridget C. Hoffman
Notary Public

{seal}

BRIDGET CHRISTINE HOFFMAN
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name: L Richard DiDonato
Title: MD

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Chiquita Brands L.L.C.

See Schedule 4.01(n)(1)(i) attached hereto and incorporated herein for a list of trademarks as of June 15, 2005.

LICENSE AGREEMENTS

INCOMING

1. Certification Mark License Agreements between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and the American Heart Association, the Heart and Stroke Foundation of Canada, and the Produce for Better Health Foundation (both for Canada and the US). These are renewed annually.

OUTGOING

2. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Land O'Pines Products Company dated January 25, 2001.

3. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Citrus World, Inc. dated January 2, 1996 (as amended). Amended 1/30/2003; Amended 12/15/2002.

4. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Beech-Nut Nutrition Corp. dated January 1, 2000. Amended 8/12/02. Renewed 12/31/03. Amended 10/25/2004

5. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Josef Manner & Company A.G. dated April 7, 1999. Amended 5/3/2001. Amended 3/30/2003.

6. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Old Colony Baking Company, Inc. dated January 22, 1999. Renewed through 12/31/04. Amended 9/1/2001. Amended 4/30/2003. Two year renewal in process.

7. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Atlanta Aktiengesellschaft AG dated January 12, 1999.

8. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Laysun (Far East) Limited dated August 7, 1998.

9. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Chiquita-DeNadai Japan Limited dated August 7, 1998.

10. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and ZEUS Service, S.A. (currently named "Servicios Chiquita Chile Limitada") and Exportadora Chiquita Limitada (currently named Exportadora Chiquita Chile Limitada") dated September 15, 1998.

11. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Blueberry Farms of Australia Ltd. (currently named "Chiquita Brands South Pacific Ltd.") dated January 15, 1998. As the parties have continued to perform the agreement beyond the initial expiration date, the term of the agreement is indefinite, each party having the right to terminate it upon reasonable advance notice.

12. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Meneu Distribucion, S.A. dated January 1, 1995.

13. License Agreement between United Fruit Company B.V. (currently named Chiquita Banana Company B.V.) and Chiquita Packaged Goods Distributing S.R.L. dated August 30, 1993 (as amended). Agreement assumed by Chiquita Italia S.p.A. at the end of 2002 when CPGD was merged into Chiquita Italia S.p.A.

14. Grant of Rights between Chiquita Brands International, Inc. and Chiquita Italia S.p.A. dated October 1, 1990.

15. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Chiquita Brands International, Inc. dated February 14, 2001.

16. License Agreement between Chiquita Brands, Inc. (currently named Chiquita Brands L.L.C.) and Chiquita International Limited dated November 1, 2001.