

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION 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.

**1. Name of conveying party(ies):**

Di Giorgio Corporation

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: LaSalle Business Credit, LLC

Internal Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60603

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_
- Other Company      Citizenship Delaware

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)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) October 3, 2005

- Assignment                       Merger
- Security Agreement               Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

**A. Trademark Application No.(s)**

76/497686 76/497687 76/497689 76/497690

**B. Trademark Registration No.(s)**

020942 023089 041762 091039 221648

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & 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: Illinois Zip: 60611

Phone Number: (312) 840-7860

Fax Number: (312) 840-7884

Email Address: mmurphy@jenner.com

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

44

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1115**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 10-0460

Authorized User Name Mariann R. Murphy

**9. Signature:**

*Mariann R. Murphy*  
Signature

October 5, 2005  
Date

Mariann R. Murphy  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1115.00 100460 76497686

## Box 4B (Continued)

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2,118,078  
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2,794,012  
2,817,677  
2,854,147  
2,878,523  
2,931,342

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 3, 2005, by DI GIORGIO CORPORATION, a Delaware corporation (the "Grantor"), in favor of LASALLE BUSINESS CREDIT, LLC, as agent (in such capacity, the "Agent") for itself, the Lenders and LaSalle Bank National Association (the "Issuing Bank").

### RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement) with the financial institutions that are or may from time to time become parties thereto (the "Lenders"), the Issuing Bank and the Agent, pursuant to which the Lenders and the Issuing Bank have agreed to make loans to, and, in certain cases, issue or participate in letters of credit for the account of, the Grantor.

B. The Grantor has entered into a License and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent, pursuant to which the Borrower has granted the Agent Liens on and security interest in certain of its now owned and hereafter acquired assets, including, without limitation, all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the full and prompt repayment of the Obligations under the Credit Agreement and the other Credit Documents.

C. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement to the Agent, for the benefit of the Agent, the Lenders and the Issuing Bank.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Agent, the Lenders and the Issuing Bank, a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license (except for Grantor's licenses to use the "Thriftway" and "Shop n Bag" trademarks), including, without limitation, each trademark license listed on Schedule 1 annexed hereto (which Schedule shall not, for disclosure purposes, include immaterial licenses), together with all goodwill associated therewith (but, to the extent Grantor is the licensee on such licenses, solely to the extent of Grantor's rights thereunder);

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

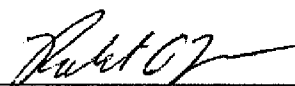
This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and is in all respects subject to the limitations set forth therein, including, without limitation, the definition of "Collateral" set forth in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in and are subject in all respects to the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all such counterparts taken together shall constitute one and the same agreement. Pursuant to New York General Obligation Law Section 5-1401, this Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

[Signature Page Follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

**DI GIORGIO CORPORATION**, a Delaware corporation, as Grantor

By:   
Name: ROBERT A. RYAN  
Title: EVP

Acknowledged:

**LASALLE BUSINESS CREDIT, LLC**,  
as Agent and Lender

By: \_\_\_\_\_  
Name: C. John Mostofi  
Title: Senior Vice President

STATE OF New Jersey )  
 ) ss  
 COUNTY OF Hudson

On this 30<sup>th</sup> day of September, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.

*Linda M. Calamusa*  
 \_\_\_\_\_  
 Notary Public

**LINDA M. CALAMUSA  
 A NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES 5/11/2010**

TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
 REEL: 003204 FRAME: 0158**

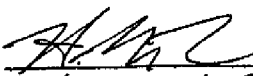
The Grantor has caused this Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

**DI GIORGIO CORPORATION**, a Delaware corporation, as Grantor

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

Acknowledged:

**LASALLE BUSINESS CREDIT, LLC**,  
as Agent and Lender

By:   
Name: *Herbert M. Fowle*  
Title: *First Vice President*

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

<b>Trademark</b>	<b>Country</b>	<b>Trademark Application/ Registration Number</b>	<b>Filing Date/ Registration Date</b>
Brighton Falls	UNITED STATES	2,854,147	06/15/2004
Dollar \$mart and Design	UNITED STATES	2,931,342	03/08/2005
EasyGrocer	UNITED STATES	2,464,854	07/03/2001
Food Cart	UNITED STATES	1,893,774	05/09/1995
Food Village	UNITED STATES	2,817,677	02/24/2004
Grocer-Ease	UNITED STATES	1,891,461	04/25/1995
Met Food Stores	UNITED STATES	1,027,590	12/16/1975
Northeast Hispanic Expo and Design	UNITED STATES	2,878,523	08/31/2004
Pioneer	UNITED STATES	1,858,988	10/18/1994
Rosenet	UNITED STATES	2,062,160	05/13/1997
Seeman Bros. Famous White Rose Corn (Stylized Letters)	UNITED STATES	20,942	04/05/1892
Seeman Bros. Famous White Rose Pears (Stylized Letters)	UNITED STATES	23,089	05/23/1893
Snow Kist	UNITED STATES	1,593,190	04/24/1990
White Rose (Stylized Letters)	UNITED STATES	41,762	12/29/1903

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003204 FRAME: 0160**



<b>Trademark</b>	<b>Country</b>	<b>Trademark Application/ Registration Number</b>	<b>Filing Date/ Registration Date</b>
White Rose (Stylized Letters)	UNITED STATES	91,039	04/08/1913
White Rose (Stylized Letters)	UNITED STATES	221,648	12/07/1926
White Rose (Stylized Letters)	UNITED STATES	222,312	12/28/1926
White Rose (Stylized Letters)	UNITED STATES	223,068	01/18/1927
White Rose (Stylized Letters)	UNITED STATES	223,069	01/18/1927
White Rose (Stylized Letters)	UNITED STATES	223,290	02/01/1927
White Rose (Stylized Letters)	UNITED STATES	223,881	02/15/1927
White Rose (Stylized Letters)	UNITED STATES	224,227	02/22/1927
White Rose (Stylized Letters)	UNITED STATES	228,346	05/31/1927
White Rose (Stylized Letters)	UNITED STATES	332,079	02/04/1936
White Rose (Stylized Letters)	UNITED STATES	418,229	12/11/1945
White Rose (Stylized)	UNITED STATES	549,127	10/09/1951
White Rose	UNITED STATES	1,518,171	12/27/1988
White Rose	UNITED STATES	1,682,633	04/14/1992

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003204 FRAME: 0161**

<b>Trademark</b>	<b>Country</b>	<b>Trademark Application/Registration Number</b>	<b>Filing Date/Registration Date</b>
White Rose	UNITED STATES	1,694,310	06/16/1992
White Rose	UNITED STATES	1,708,101	08/18/1992
White Rose	UNITED STATES	1,740,801	12/22/1992
White Rose	UNITED STATES	1,741,357	12/22/1992
White Rose	UNITED STATES	1,748,553	01/26/1993
White Rose	UNITED STATES	1,844,618	07/12/1994
White Rose	UNITED STATES	1,861,929	11/08/1994
White Rose	UNITED STATES	1,862,470	11/15/1994
White Rose	UNITED STATES	1,869,165	12/27/1994
White Rose	UNITED STATES	1,907,515	07/25/1995
White Rose	UNITED STATES	2,118,078	12/02/1997
White Rose	UNITED STATES	2,794,012	12/16/2003
Dollar \$mart and Design	UNITED STATES	76/497,686	03/17/2003
Dollar \$mart and Design	UNITED STATES	76/497,687	03/17/2003
Dollar \$mart & Design	UNITED STATES	76/497,689	03/17/2003
Dollar \$mart and Design	UNITED STATES	76/497,690	03/17/2003

TRADEMARK SECURITY AGREEMENT

CHICAGO 1301725 7

RECORDED: 10/05/2005

**TRADEMARK**  
**REEL: 003204 FRAME: 0162**