

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest and Collateral Assignment in Trademarks - re: Credit Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/21/2005	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	EUROFRESH, INC.
<b>Street Address:</b>	26050 South Eurofresh Avenue
<b>City:</b>	Wilcox
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85643
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1679579	EUROFRESH
Registration Number:	2969367	EUROFRESH FARMS
Registration Number:	2969368	EURO FRESH FARMS

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2027216405  
 Email: christine.wilson@thomson.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1133 Avenue of the Americas  
 Address Line 2: Suite 3100  
 Address Line 4: New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Christine Wilson
<b>Signature:</b>	/CHRISTINE WILSON/

CH \$90.00 1679579

Date:

12/27/2005

**Total Attachments: 3**

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**RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT IN TRADEMARKS** (this "Release") is made as of December 21, 2005 ("Effective Date") by and between EuroFresh Inc., a Delaware corporation, with its principal office at 13355 W. Ash Creek Road, Wilcox, Arizona 85643 ("Grantor"), and Bank of America, N.A., a national association, with its principal office at 101 N. First Avenue, Suite 2700, Phoenix, Arizona 85003 ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Notice of Grant of Security Interest in Trademarks by and between Grantor and Grantee (the "Collateral Assignment"), Grantor granted to Grantee a continuing security interest in and to and lien upon all of Grantor's right, title and interest in and to the marks owned by Grantor (collectively the "Trademarks"), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill associated therewith;

**WHEREAS**, Grantor and Grantee entered into the Collateral Assignment pursuant to the terms and conditions of that certain Credit Agreement by and between Grantor and Grantee dated May 14, 2004 and that certain Security and Pledge Agreement by and between Grantor and Grantee dated May 14, 2004 (which is erroneously referenced as having a date of May 13, 2004 in the Collateral Assignment due to a clerical error);

**WHEREAS**, the Collateral Assignment was recorded with the United States Patent and Trademark Office ("PTO") on June 21, 2004, at Reel 2876, Frame 0418;

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Collateral Assignment, and hereby terminates, reassigns, cancels and releases any and all security interests and liens it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest or lien it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest or lien with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of December 21, 2005.

BANK OF AMERICA, N.A.

Name: Robert Rittelmeyer  
Title: ROBERT RITTELMAYER  
VICE PRESIDENT

Release of Security Interest and Collateral Assignment in Trademarks (Revolver)

Schedule A

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
1679579	EUROFRESH	3/17/92
2969367 (Was app. no. 76/562756)	EUROFRESH FARMS (Styl- ized)	7/19/05
2969368 (Was app. no. 76/562757)	EURO FRESH FARMS (Styl- ized)	7/19/05

TRADEMARK APPLICATIONS

None