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
READY PAC PRODUCE, INC.		07/29/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. TRIMBLE ROAD
Internal Address:	MC 4770
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	2538054	HARVEST CRISP
Registration Number:	2528740	HEARTY GREEN
Registration Number:	2726865	BIG BABIES
Registration Number:	2762496	FRUIT-GO-ROUND
Registration Number:	2556000	
Registration Number:	2718614	PORTOFINO
Registration Number:	2664231	CLASSIC CRISP
Registration Number:	2485183	
Registration Number:	2636500	FRUIT FRENZY
Registration Number:	2195954	ALL AMERICAN
Registration Number:	2414764	LAFAYETTE
Registration Number:	2493482	WHEEL O' FRUIT
Registration Number:	2445224	TOMATO TOSS

CH $1365.00 2538054

Registration Number:	2480712	SALAD CONFETTI
Registration Number:	2398697	AQUA PAC WRINKLES
Registration Number:	2398696	WRINKLES
Registration Number:	2204044	
Registration Number:	2223991	SALADE LAFAYETTE
Registration Number:	2289354	BABY STICKS
Registration Number:	2362609	READY SWEET
Registration Number:	2035244	ALWAYS FRESH ALWAYS READY
Registration Number:	1943229	READY FIXIN'S
Registration Number:	1925365	S&M
Registration Number:	1891239	AQUA PAC
Registration Number:	1902211	NO TEARS
Registration Number:	1985683	READY ZIP
Registration Number:	1987172	READY ZIP
Registration Number:	1897644	
Registration Number:	1945055	
Registration Number:	1881571	READY SNAX
Registration Number:	1317157	READY PAC PRODUCE
Registration Number:	1376569	READY SALAD
Registration Number:	2269616	NATURE'S SPECIALTIES
Registration Number:	2173981	READY PAC
Registration Number:	2145068	YOUR SALAD'S READY
Registration Number:	2472401	TOMATO TOSS
Registration Number:	2513363	TOMATO TOSS
Serial Number:	78384157	SEASONAL SENSATIONS
Serial Number:	78584399	FRUIT FAVORITES
Serial Number:	78584422	APPLE GRAPE HARMONY
Serial Number:	78584480	PINEAPPLE MELON DUET
Serial Number:	78584466	MANGO MAMBO
Serial Number:	78584444	PINEAPPLE BLUES QUARTET
Serial Number:	78563514	ZESTY SPRING MIX
Serial Number:	78562745	FLORENTINE ARUGULA BLEND
Serial Number:	78562735	SPICY SPRING MIX
Serial Number:	78562509	READY SNAX
Serial Number:	78549900	SIMPLEMENTE LECHUGA

Serial Number:	78549891	ENSALADA AL GUSTO
Serial Number:	78543851	AMERICAN BLUE CHEESE
Serial Number:	78543096	READY TO GO SALADS
Serial Number:	78543062	CRISP & HEARTY
Serial Number:	78543051	SIMPLY LETTUCE
Serial Number:	78543039	GREENER CLASSICS

CORRESPONDENCE DATA

Fax Number: (858)550-6420

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

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1129 READY PAC
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/29/2005

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 29, 2005 by and between **COMERICA BANK** ("**Bank**") and **READY PAC PRODUCE, INC.** and **SALAD TIME, LLC** (each a "**Grantor**" and collectively, the "**Grantors**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Revolving Credit Loan and Security Agreement by and among Bank and Grantors dated as of December 31, 2004, as amended from time to time including without limitation by that certain First Amendment to Amended and Restated Revolving Credit Loan and Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in Grantors' copyrights, patents and trademarks to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intangibles (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity.

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Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

4401 Foxdale Avenue
Irwindale, CA 91706

READY PAC PRODUCE, INC.
"GRANTOR"

By: _____

Name: _____

Title: _____

Address:

4401 Foxdale Avenue
Irwindale, CA 91706

SALAD TIME, LLC
"GRANTOR"

By: _____

Name: _____

Title: _____

Address:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

COMERICA BANK
"Bank"

By: _____

Name: _____

Title: _____

Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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Address:

4401 Foxdale Avenue
Irwindale, CA 91706

READY PAC PRODUCE, INC.
"GRANTOR"

By: _____

Name: _____

Title: _____

Address:

4401 Foxdale Avenue
Irwindale, CA 91706

SALAD TIME, LLC
"GRANTOR"

By: _____

Name: _____

Title: _____

Address:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

COMERICA BANK
"Bank"

By: Thomas W Hicks

Name: _____

Title: Vice President
- Western Division

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EXHIBIT A

Copyrights

U.S. Copyright Registrations: NONE.

Title	Registration No.	Date of Issue	Registered Owner

Foreign Copyright Registrations: NONE.

Country	Title	Registration No.	Date of Issue

Pending U.S. Copyright Registration Applications: NONE.

Title	Appl. No.	Date of Application	Copyright Claimant

Pending Foreign Copyright Registration Applications: NONE.

Country	Title	Appl. No.	Date of Application

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EXHIBIT B

Patents

U.S. Patents Issued:

Patent No.	Issue Date	Title	Inventor(s)
5279843	01/18/1994	Method For Packing Fresh Vegetable With Water	Brian Zomorodi

U.S. Patents Pending: NONE.

Date Filed	Application Number	Title	Inventor(s)

Foreign Patents Issued: NONE.

Country	Patent No.	Issue Date	Title	Inventor(s)

Foreign Patents Pending: NONE.

Country	Applicant's Name	Date Filed	Application Number	Title	Inventor(s)

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EXHIBIT C

Trademarks

Registered Owner	Trademark Description	Registration Number	Registration Date
Ready Pac Produce, Inc.	Seasonal Sensations	78384157	03/15/04
Ready Pac Produce, Inc.	Fruit Favorite	78584399	03/10/05
Ready Pac Produce, Inc.	Apple Grape Harmony	78584422	03/10/05
Ready Pac Produce, Inc.	Pineapple Melon Duet	78584480	03/10/05
Ready Pac Produce, Inc.	Mango Mambo	78584466	03/10/05
Ready Pac Produce, Inc.	Pineapple Blues Quartet	78584444	03/10/05
Ready Pac Produce, Inc.	Zesty Spring Mix	78563514	02/09/05
Ready Pac Produce, Inc.	Florentine Arugula Blend	78562745	02/08/05
Ready Pac Produce, Inc.	Spicy Spring Mix	78562735	02/08/05
Ready Pac Produce, Inc.	Ready Snax	78562509	02/08/05
Ready Pac Produce, Inc.	Simplemente Lechuga	78549900	01/19/05
Ready Pac Produce, Inc.	Ensalada Al Gusto	78549891	01/19/05
Ready Pac Produce, Inc.	American Blue Cheese	78543851	01/07/05
Ready Pac Produce, Inc.	Ready To Go Salads	78543096	01/06/05
Ready Pac Produce, Inc.	Crisp & Hearty	78543062	01/06/05
Ready Pac Produce, Inc.	Simply Lettuce	78543051	01/06/05
Ready Pac Produce, Inc.	Greener Classics	78543039	01/06/05

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Ready Pac Produce, Inc.	Harvest Crisp	2538054	02/12/02
Ready Pac Produce, Inc.	Hearty Green	2528740	01/08/02
Ready Pac Produce, Inc.	Big Babies	2726865	06/17/03
Ready Pac Produce, Inc.	Fruit-Go-Round	2762496	09/09/03
Ready Pac Produce, Inc.	Ready Pac Diamond Design	2556000	04/02/02
Ready Pac Produce, Inc.	Portofino	2718614	05/27/03
Ready Pac Produce, Inc.	Classic Crisp	2664231	12/17/02
Ready Pac Produce, Inc.	Organic World Leaf Design	2485183	09/04/01
Ready Pac Produce, Inc.	Fruit Frenzy	2636500	10/15/02
Ready Pac Produce, Inc.	All American	2195954	10/13/98
Ready Pac Produce, Inc.	LaFayette	2414764	12/19/00
Ready Pac Produce, Inc.	Wheel O' Fruit	2493482	09/25/01
Ready Pac Produce, Inc.	Tomato Toss	2445224	04/17/01
Ready Pac Produce, Inc.	Salad Confetti	2480712	08/21/01
Ready Pac Produce, Inc.	Aqua Pac Wrinkles	2398697	10/24/00
Ready Pac Produce, Inc.	Wrinkles	2398696	10/24/00
Ready Pac Produce, Inc.	Design Only	2204044	11/17/98
Ready Pac Produce, Inc.	Salade LaFayette	2223991	02/16/99
Ready Pac Produce, Inc.	Baby Sticks	2289354	10/26/99
Ready Pac Produce,	Ready Sweet	2362609	06/27/00

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Inc.			
Ready Pac Produce, Inc.	Always Fresh Always Ready	2035244	02/04/97
Ready Pac Produce, Inc.	Ready Fixin's	1943229	12/19/95
Ready Pac Produce, Inc.	Ready Pac	1925365	10/10/95
Ready Pac Produce, Inc.	Aqua Pac	1891239	04/25/95
Ready Pac Produce, Inc.	No Tears	1902211	06/27/95
Ready Pac Produce, Inc.	Ready Zip	1985683	07/09/96
Ready Pac Produce, Inc.	Ready Zip	1987172	07/16/96
Ready Pac Produce, Inc.	Curved Bar Design	1897644	06/06/95
Ready Pac Produce, Inc.	Design Only	1945055	01/02/96
Ready Pac Produce, Inc.	Ready Snax	1881571	02/28/95
Ready Pac Produce, Inc.	Ready Pac Produce, Inc.	1317157	01/29/85
Ready Pac Produce, Inc.	Ready Salad	1376569	12/24/85
Ready Pac Produce, Inc.	Nature's Specialties	2269616	8/10/1999
Ready Pac Produce, Inc.	Ready Pac	2173981	7/14/1998
Ready Pac Produce, Inc.	Your Salad's Ready	2145068	3/17/1998
Ready Pac Produce, Inc.	Tomato Toss	2472401	7/24/2001
Ready Pac Produce, Inc.	Tomato Toss	2513363	11/27/2001

Foreign Trademarks: NONE

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RECORDED: 12/29/2005
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