

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
Camerican International, Inc.		02/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	702675	DEEP BLUE
Registration Number:	1190144	DEEP BLUE
Registration Number:	650186	GREAT OCEAN
Registration Number:	1150565	GREAT OCEAN
Registration Number:	1152575	ROYALTY
Registration Number:	1698456	ROYALTY
Registration Number:	2865105	ROYALTY
Registration Number:	570147	SWEET TREAT
Registration Number:	720079	TREASURE ISLE
Registration Number:	1152553	TREASURE ISLE
Serial Number:	78260092	BRIARBROOK
Serial Number:	78580389	BRIARBROOK

CORRESPONDENCE DATA

900043112

**TRADEMARK
 REEL: 003255 FRAME: 0659**

CH \$315.00 702675

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2148554775
Email: awalker@jenkens.com
Correspondent Name: Andrea Walker
Address Line 1: 1445 Ross Avenue
Address Line 2: Suite 3700
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	14399-54 RABOBANK/CAMERIC
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	02/28/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Camerican International, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, as agent for itself and certain other parties (in its capacity as agent, together with its successors in such capacity, the "Secured Party") are parties to a Credit Agreement dated as of February 15, 2006 (as same may be amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 15, 2006 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, certain other parties and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

CAMERICAN INTERNATIONAL, INC.

By: 
Jay Breslow, Chief Financial Officer

Schedule 1
to Trademark
Security Agreement

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Camerician	United States	BRIARBROOK	78/260,092	6/9/2003		Frozen Fruits and Frozen Vegetables
Camerician	United States	BRIARBROOK	78/580,389	3/4/2005		Canned Fruits and Vegetables; Canned Meats and Fish; and Cheese
Camerician	United States	DEEP BLUE	702,675	10/9/1959	8/9/2010	Canned Lobster, Canned Crabmeat, Canned Tuna Fish and Canned Oysters
Camerician	United States	DEEP BLUE	1,190,144	5/27/1980	2/16/2012	Canned Fish and Canned Shellfish
Camerician	United States	GREAT OCEAN	650,186	5/10/1956	5/8/2007	Canned crabmeat, canned sardines and canned mackerel
Camerician	United States	GREAT OCEAN	1,150,565	9/27/1979	5/22/2011	Canned fish and canned crabmeat
Camerician	United States	ROYALTY	1,152,575	10/1/1979	5/22/2011	Canned Fruits and Vegetables, namely, carrots, tomatoes, artichokes, hearts of palm pimentos, apples, asparagus, bamboo shoots, water chestnuts, pineapples, mushrooms, mandarin oranges, orange sections, grapefruit sections, fruit salad and canned ham
Camerician	United States	ROYALTY	1,698,456	5/7/1990	8/15/2012	Canned Fish
Camerician	United States	ROYALTY	2,865,105	6/9/2003	7/20/2014	Frozen Fruits and Frozen Vegetables

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Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Camerican	United States	SWEET TREAT	570,147	10/17/1950	3/30/2013	Canned Fruits and Canned Pineapple Juice
Camerican	United States	TREASURE ISLE	720,079	5/18/1960	9/7/2011	Canned Pineapple
Camerican	United States	TREASURE ISLE	1,152,553	6/22/1977	7/22/2011	Fruits and Vegetables

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
	NONE	