

## 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
FPI Holding Corporation		05/31/2006	CORPORATION: DELAWARE
Fruit Patch, Inc.		05/31/2006	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center, 14th Floor
Internal Address:	Attn: Brett Hyman
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3036711	READYNOW!
Registration Number:	2956108	JUICYSWEET
Registration Number:	1604883	FRUIT PATCH
Registration Number:	104060	

## CORRESPONDENCE DATA

Fax Number: (301)654-6714

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

Phone: 301 841-1359

Email: brett.hyman@americancapital.com

Correspondent Name: American Capital Strategies, Ltd

Address Line 1: 2 Bethesda Metro Center, 14th Floor

Address Line 2: Attn: Brett Hyman

Address Line 4: Bethesda, MARYLAND 20814

OP \$115.00 3036711

900051719

TRADEMARK  
REEL: 003335 FRAME: 0755

NAME OF SUBMITTER:	Brett Hyman
Signature:	/Brett Hyman/
Date:	06/22/2006
<b>Total Attachments: 7</b> source=Trademark Security Agreement (First Lien)#page1.tif source=Trademark Security Agreement (First Lien)#page2.tif source=Trademark Security Agreement (First Lien)#page3.tif source=Trademark Security Agreement (First Lien)#page4.tif source=Trademark Security Agreement (First Lien)#page5.tif source=Trademark Security Agreement (First Lien)#page6.tif source=Trademark Security Agreement (First Lien)#page7.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2006, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.14 of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc.. ("ACFS"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

### RECITALS:

A. FPI HOLDING CORPORATION, a Delaware corporation ("Holdings"), FRUIT PATCH, INC., a California corporation ("FPI"), FRUIT PATCH SALES LLC, a California limited liability company ("FPLLC"), the lenders from time to time party thereto and the Agent have entered into a Credit Agreement, dated as of May 31, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. Holdings has guaranteed the Obligations pursuant to the Holdings Guaranty, and the Subsidiary Guarantors have guaranteed the Obligations pursuant to the Subsidiary Guaranties; and

C. All the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

### SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its

right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3 SECURITY AGREEMENT


3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each 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 the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

FRUIT PATCH, INC,  
as Grantor

By:   
Name: Anthony D. Balakian  
Title: Vice President &  
Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

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

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

Very truly yours,

FRUIT PATCH, INC,  
as Grantor


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

By:  \_\_\_\_\_

Name: FRANK DO

Title: SENIOR VICE PRESIDENT

STATE OF CALIFORNIA

)

) ss.

COUNTY OF FRESNO

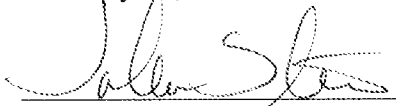
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On the 25th day of May, 2006, before me, JoAnn Stevens, a Notary Public, personally appeared Anthony D. Balakian, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

My commission expires:

February 13, 2007



JoAnn Stevens, Notary Public



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**United States Trademarks**

- |    |                    |                        |
|----|--------------------|------------------------|
| A. | Mark:              | READYNOW! (stylized)   |
|    | Registration No.:  | 3,036,711              |
|    | Filing Date:       | April 2, 2004          |
|    | Class:             | International Class 31 |
|    | Registration Date: | December 27, 2005      |
|    | Registrant:        | FPLLC                  |
|    |                    |                        |
| B. | Mark:              | JUICYSWEET! (stylized) |
|    | Registration No.:  | 2,956,108              |
|    | Filing Date:       | January 13, 2004       |
|    | Class:             | International Class 31 |
|    | Registration Date: | May 24, 2005           |
|    | Registrant:        | FPLLC                  |

**Registered California State Trademarks**

- |    |                    |  |
|----|--------------------|--|
| A. | Mark:              | FRUIT PATCH (stylized with fruit design) |
|    | Registration No.:  | 1,040,60                                 |
|    | Class:             | International Class 31                   |
|    | Registration Date: | July 28, 1998                            |
|    | Registrant:        | FPI                                      |

**Common Law Trademarks**

- |    |                    |   |
|----|--------------------|---|
| A. | Mark:              | FRUIT PATCH                               |
|    | Owner:             | FPI                                       |
|    | Date of First Use: | June 1, 1978                              |
|    | Goods/Services:    | Fresh Fruit                               |
|    |                    |   |
| B. | Mark:              | FRUIT PATCH* (stylized with fruit design) |
|    | Owner:             | FPI                                       |
|    | Date of First Use: | June 1, 1978                              |
|    | Goods/Services:    | Fresh Fruit                               |

\*The mark FRUIT PATCH is a registered mark for use in connection with fruit juice and is owned by Cherry Central Co-operative, Inc. (a Michigan corporation), 1771 North U.S. 31, South Traverse City, U.S. Registration No. 1604883. FPI and FPLLC use the mark FRUIT PATCH in a category separate from fruit juice.



**C. MARK:  
LAW TRADEMARK**

Owner:  
Date of First Usage:  
Goods/Services:  
Application Filing Date: N/A

**FRUIT PATCH LOGO COMMON**

FPLLC  
1996  
Fresh Fruit

