

**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
Mastronardi Produce Limited		06/16/2006	CORPORATION: ONTARIO

**RECEIVING PARTY DATA**

Name:	GE Canada Finance Holding Company, as Agent
Street Address:	11 King Street West, Suite 1500
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 4C7
Entity Type:	Unlimited Liability Company: NOVA SCOTIA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	78645798	TOMATO BITES
Serial Number:	78770912	THE TOMATO LOVER'S TOMATO
Serial Number:	78219219	SUNSET
Serial Number:	78219236	SUNSET
Serial Number:	78742968	GOODNESS GROWN NATURALLY
Serial Number:	78791695	CORNTAINER
Registration Number:	3084413	VIVALDI
Registration Number:	3037538	CAMPARI
Registration Number:	2813066	MASTRONARDI PRODUCE

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com

CH \$240.00 78645798

Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1634690

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

07/07/2006

Total Attachments: 5  
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**U.S. TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2006, by Mastronardi Produce Limited, an Ontario corporation ("*Grantor*"), in favor of GE Canada Finance Holding Company, in its capacity as Agent for Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain U.S. Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*U.S. Security Agreement*");

WHEREAS, pursuant to the U.S. Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Secured Parties, this U.S. Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. *Defined Terms.* All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. *Grant of Security Interest in Trademark Collateral.* Grantor hereby grants to Agent, on behalf of itself and Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including 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 or 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.

3. *Security Agreement.* The security interests granted pursuant to this U.S. Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Secured Parties, pursuant to the U.S. Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, as are the rights of the Grantor to obtain a release of the Lien on and security interest in the Trademark Collateral which has been granted hereunder. The terms and provisions of the U.S. Security Agreement are incorporated by reference herein as if fully set forth herein.

4. *Counterparts.* This U.S. Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

[signature page follows]

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

MASTRONARDI PRODUCE LIMITED

By: 

Name: Donald Mastronardi

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCING HOLDING COMPANY, as Agent

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

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

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


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

MASTRONARDI PRODUCE LIMITED

By: \_\_\_\_\_  
Name: Donald Mastronardi  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY, as Agent

By:   
Name: JACK F. MORRONE  
Title: Senior Vice President,  
GE Canada Finance Holding Company

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

A. U.S. TRADE-MARK REGISTRATIONS AND APPLICATIONS

OWNER	TRADE-MARK	SERIAL NO.	REG. NO.	STATUS
Mastronardi Produce, Ltd.	Tomato Bites	78/645,798	N/A	Pending
Mastronardi Produce, Ltd.	The Tomato Lover's Tomato	78/770,912	N/A	Pending
Mastronardi Produce Ltd.	Sunset	78/219,219	N/A	Pending
Mastronardi Produce Ltd.	Sunset	78/219,236	N/A	Pending
Mastronardi Produce Ltd.	Goodness Grown Naturally	78/742,968	N/A	Pending
Mastronardi Produce Ltd.	Corntainer	78/791,695	N/A	Pending
Mastronardi Produce Ltd.	Vivaldi	78/314,160	3,084,413	Registered
Mastronardi Produce Ltd.	Campari	78/314,145	3,037,538	Registered
Mastronardi Produce Ltd.	Mastronardi Produce	78/219,124	2,813,066	Registered