

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
GERAWAN FARMING INC.		06/30/2006	CORPORATION: CALIFORNIA
GERAWAN FARMING PARTNERS INC.		06/30/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF THE WEST		
Street Address:	2035 Fresno Street, 2nd Floor		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93721		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1441378	PRIMA	
Registration Number:	1585993	PRIMA SWEET PERSONALLY SELECTED	
CORRESPONDENCE DATA			
Fax Number:	(310)203-0567		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310.203.8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Kenneth C. Bovard		
Address Line 1:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4308		
NAME OF SUBMITTER:	Kenneth C. Bovard		
Signature:	/Kenneth C. Bovard/		

CH \$65.00 1441378

Date:

07/20/2006

Total Attachments: 2

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TRADEMARK SECURITY AGREEMENT

On this 30th day of June, 2006, GERAWAN FARMING INC., a California corporation, and GERAWAN FARMING PARTNERS INC., a California corporation (together with their successors and assigns, individually and collectively, "Debtor"), with its principal place of business and mailing address at 15749 East Ventura, Sanger, California 93657, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to BANK OF THE WEST (together with its successors and assigns, "Secured Party"), having a mailing address of 2035 Fresno Street, 2nd Floor, Fresno, California 93721, a continuing security interest in the following property:

(i) Each Trademark, Trademark registration and Trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any Trademark or Trademark registration listed in Schedule A hereto or by reason of injury to the goodwill associated with any such Trademark or Trademark registration or Trademark license, in each case together with the right to sue for and collect said damages:

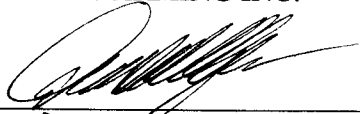
to secure performance of all Obligations of Debtor as described or referred to in that certain Credit Agreement dated as of June 30, 2006, by and among Debtor, Secured Party and others (the "Agreement").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks, Trademark registrations and Trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

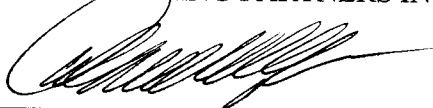
All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise. This Trademark Security Agreement may be executed and delivered in counterparts, including by facsimile transmission.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

GERAWAN FARMING INC.

By: 
Name: DANIEL J GERAWAN
Title: PRESIDENT

GERAWAN FARMING PARTNERS INC.

By: 
Name: DANIEL J GERAWAN
Title: PRESIDENT

Schedule A

MARK	SERIAL NO/ REG. NO.	COUNTRY/ JURISDICTION	STATUS
"Prima"	1441378	U.S. Federal	Registered
"Prima Sweet Personally Selected"	1585993	U.S. Federal	Registered
"Marks and Brand"			Not Registered
"LorAnn"			Not registered