

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Re-record to change and correct the error in the cover sheet concerning the nature of conveyance from an ASSIGNMENT to SECURITY INTEREST previously recorded on Reel 002479 Frame 0007. Assignor(s) hereby confirms the SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
River Ranch Fresh Foods-Salinas, Inc.		02/19/2002	CORPORATION:

RECEIVING PARTY DATA

Name:	Banc of America Securities Limited
Street Address:	1 Alie Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E1 8DE
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	76313317	FIELD SELECT
Serial Number:	76323012	ASSURES FRESHNESS NATURALLY FRESHHOLD BREATHABLE SEAL
Serial Number:	76323013	FRESHHOLD
Registration Number:	1250628	RIVER RANCH
Registration Number:	1515386	FRESHHOLD
Registration Number:	1523718	BIG CHIEF
Registration Number:	1929976	RIVER RANCH ANGEL HAIR SLAW
Registration Number:	1954726	FRESH HOLD
Registration Number:	2031668	READY TO EAT NO PRESERVATIVES
Registration Number:	2031669	
Registration Number:	2047305	RIVER RANCH ANGEL HAIR SLAW

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Registration Number:	2084781	RIVER RANCH
Registration Number:	2092557	ANGEL HAIR SLAW
Registration Number:	2159002	GREEN DOT
Registration Number:	2182648	RIVER RANCH SALAD TO GO
Registration Number:	2211830	GREEN STAR
Registration Number:	2235585	SUN SLICES
Registration Number:	0533453	GREEN BARN

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dpung@mofo.com
 Correspondent Name: Jennifer Lee Taylor
 Address Line 1: Morrison & Foerster LLP, 425 Market St.
 Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	55681-11
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DOMESTIC REPRESENTATIVE

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

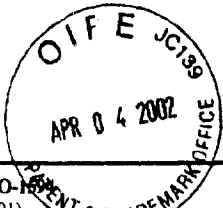
NAME OF SUBMITTER:	Jennifer Lee Taylor
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Signature:	/Jennifer Lee Taylor/
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Date:	11/14/2006
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Total Attachments: 25
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04-10-2002

Form PTO-159 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): H.H.02
 River Ranch Fresh Foods-Salinas, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Banc of America Securities Limited
 Internal
 Address: _____
 Street Address: 1 Alie Street
 City: London State: _____ Zip: E1 8DE
 England
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State England & Wales
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 19, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
See Attached

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nicole Sarubbi
 Internal Address: Bingham Dana LLP

 Street Address: One State Street

 City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Nicole Sarubbi
 Name of Person Signing

Nicole Sarubbi
 Signature

4/3/02
 Date

Total number of pages including cover sheet, attachments, and document: 24

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK
 REEL: 002470 FRAME: 0007
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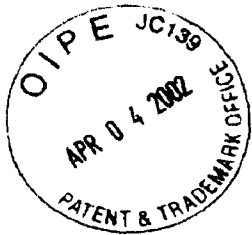
CONTINUATION OF ITEM #4

A. Trademark Application No.(s)

76/313,317
76/323,012
76/323,013

B. Trademark Registrations No.(s)

1,250,628
1,515,386
1,523,718
1,929,976
1,954,726
2,031,668
2,031,669
2,047,305
2,084,781
2,092,557
2,159,002
2,182,648
2,211,830
2,235,585
0,533,453



**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of February 19, 2002, between **RIVER RANCH FRESH FOODS-SALINAS, INC.**, a corporation having its principal place of business at 1156 Abbott Street, Salinas, California, (the "**Assignor**"), and **BANC OF AMERICA SECURITIES LIMITED**, in its capacity as security trustee ("**Security Trustee**") under a certain Intercreditor Agreement dated on or about the date hereof, among it, Assignor, the Parent (as hereinafter defined) certain affiliates of Assignor and the Parent, and certain lending institutions named therein (the "**Institutions**"). The Security Trustee is a company incorporated under the laws of England and Wales with registered number 1009248 and an address of 1 Alie Street, London E1 8DE, England.

WHEREAS, the Albert Fisher Group PLC (the "**Parent**") has entered into certain financing facilities with the Institutions pursuant to which the Parent is justly indebted to the Institutions in an aggregate principal amount in excess of Two Hundred Twenty-Five Million Dollars. The aggregate amount outstanding from time to time under such facilities is hereinafter referred to as (the "**Financial Indebtedness**"). The Financial Indebtedness is evidenced by promissory notes and other evidence of indebtedness which, as amended, extended, renewed, consolidated or otherwise modified from time to time, are hereinafter referred to, collectively, as (the "**Loan Documents**"). The Loan Documents, the Restructuring Documents (as hereinafter defined) and each other document evidencing, guaranteeing or securing same or otherwise executed in connection therewith are hereinafter referred to, collectively, as (the "**Financing Documents**");

WHEREAS, the Assignor and certain other subsidiaries of the Parent have guaranteed the obligations of the Parent under or in respect of the Financing Documents (each, a "**Guaranty**");

WHEREAS, it is a condition precedent to the Institutions entering into certain Restructuring Documents, dated on or about the date hereof (the "**Restructuring Documents**") that the Assignor execute and deliver to the Security Trustee, for the benefit of the Institutions and the Security Trustee, a trademark assignment in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Security Trustee, for the benefit of the Institutions and the Security Trustee, a Security Agreement dated on or about the date hereof (the "**Security Agreement**"), pursuant to which the Assignor has granted to the Security Trustee, for the benefit of the Institutions and the Security Trustee, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined below); and

WHEREAS, this Trademark Assignment is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Noteholder Restructuring Agreement dated on or about the date hereof (the "Noteholder Agreement"). In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Assignment as set out below:

Assignment of Marks. Section §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Default. Any "Restructuring Default" as defined in any of the Restructuring Documents or any "Default" or "default" as defined in any of the Financing Documents.

Event of Default. Any "Restructuring Event of Default" as defined in any of the Restructuring Documents or any "Event of Default" or "event of default" as defined in any of the Financing Documents.

Obligations. The Financial Indebtedness and all other obligations and liabilities of the Parent and the Assignor to the Security Trustee and the Institutions, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Guaranty or any of the other Financing Documents.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing; *provided, however*, that Assignor's rights in and to any Agreement set out in Annex B shall not constitute Pledged Trademarks if (a) the encumbrance of such rights would violate the terms of such Agreement, and (b) such restriction on encumbrance is not overridden by the Uniform Commercial Code.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Assignment. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Security Trustee to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Security Trustee, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Security Trustee for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Uniform Commercial Code. Means, at any time, the Uniform Commercial Code as in effect in the State of New York at such time.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the

Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in the Restructuring Documents shall be applicable to this Trademark Assignment.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Security Trustee, for the benefit of the Institutions and the Security Trustee, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Security Trustee for the benefit of the Institutions and the Security Trustee. In addition, the Assignor has executed in blank and delivered to the Security Trustee an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Marks**"). The Assignor hereby authorizes the Security Trustee to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Security Trustee's remedies under this Trademark Assignment and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Security Trustee, for the benefit of the Institutions and the Security Trustee, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Security Trustee at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Security Trustee) upon an Event of Default for which acceleration of the Obligations is automatic or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Security Trustee or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Security Trustee, for the benefit of the Institutions and the Security Trustee, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Security Trustee in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Assignment, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Assignment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Security Trustee in the

Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Assignment, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Security Trustee in and to the Collateral under or in connection with the Security Agreement, this Trademark Assignment or the Uniform Commercial Code. Any and all rights and interests of the Security Trustee in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Security Trustee (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the liens created by the Security Agreement and this Trademark Assignment and possible restrictions upon encumbrance of the Assignor's rights and interests in the agreements set out on Annex B; (vii) the Assignor has the unqualified right to enter into this Trademark Assignment and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Assignment, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Assignment, together with the Security Agreement, will create in favor of the Security Trustee a valid and perfected first priority security interest in the Pledged

Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State of the State of Delaware under the Uniform Commercial Code and the recording of this Trademark Assignment with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Assignment by the Assignor, or (B) for the perfection of or the exercise by the Security Trustee of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Security Trustee and the Institutions and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours upon reasonable notice.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Security Trustee's prior written consent, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Assignment or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Assignment shall automatically apply thereto and the Assignor shall promptly provide to the Security Trustee notice thereof in writing and execute and deliver to the Security Trustee such documents or instruments as the Security Trustee may reasonably request further to implement, preserve or evidence the Security Trustee's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Security Trustee to modify this Trademark Assignment and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or

desirable actions in connection with the Pledged Trademarks, and shall hold each of the Security Trustee and the Institutions harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Security Trustee or any Institution in connection with the Security Trustee's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Assignment or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Security Trustee.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel acceptable to the Security Trustee, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Assignment or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Security Trustee, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Security Trustee to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Security Trustee is completely satisfied that such joinder will not subject the Security Trustee or any Institution to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Security Trustee for all damages, costs and expenses, including legal fees, incurred by the Security Trustee pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Security Trustee in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could

materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Security Trustee to dispose of any of the Pledged Trademarks or the rights and remedies of the Security Trustee in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Security Trustee shall have, in addition to all other rights and remedies given it by this Trademark Assignment (including, without limitation, those set forth in §2.2), the Security Agreement and any other Financing Document, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and without limiting the generality of the foregoing, the Security Trustee may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Security Trustee in enforcing or attempting to enforce this Trademark Assignment (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Security Trustee may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Security Trustee, in its own name or that of the Assignor (in the sole discretion of the Security Trustee), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Security Trustee for any cost or expense incurred by the Security Trustee in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Security Trustee (and any officer or agent of the Security Trustee as the Security Trustee may select in its exclusive discretion) as the

Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Security Trustee to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Security Trustee to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Security Trustee and the Institutions from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Security Trustee under this power of attorney (except for the Security Trustee's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Assignment.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Security Trustee may reasonably request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, or to assure and confirm to the Security Trustee the grant, perfection and priority of the Security Trustee's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full and all commitments to lend or otherwise extend credit under any of the Financing Documents shall have been cancelled or terminated in full, this Trademark Assignment shall terminate and the Security Trustee shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Security Trustee by the Assignor pursuant to this Trademark Assignment, as fully as if this Trademark Assignment had not been made, subject to any disposition of all or any part thereof that may have been made by the Security Trustee pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Security Trustee, nor any failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any

right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Security Trustee in connection with the preparation of this Trademark Assignment and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the highest rate of interest for overdue principal set forth in the Note Agreements.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE SECURITY TRUSTEE NOR ANY INSTITUTION ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE SECURITY TRUSTEE AND THE INSTITUTIONS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURITY TRUSTEE OR ANY INSTITUTION WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Assignment shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by

telegraph or telecopier and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, at 1156 Abbott Street, Salinas, California 93901, Attention: James I. Lucas, President, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice; and

(b) if to the Security Trustee, at 1 Alie Street, London E1 8DE, England, Attention: Mr. Graham Radford, or at such other address for notice as the Security Trustee shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph or telecopier, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Assignment is subject to modification only in accordance with the terms of the Intercreditor Agreement, except as provided in §6.2. The Security Trustee shall not be deemed to have waived any right hereunder unless such waiver is in writing and has been granted in accordance with the terms of the Intercreditor Agreement. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK ASSIGNMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Assignor agrees that any suit for the enforcement of this Trademark Assignment may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS

OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Security Trustee or any Institution nor any representative, agent or attorney of the Security Trustee or any Institution has represented, expressly or otherwise, that the Security Trustee or any Institution would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Restructuring Documents, the Security Trustee and the Institutions are relying upon, among other things, the waivers and certifications contained in this §20.

21. CURRENCY.

21.1. Payments made by the Assignor under this Agreement shall be made in the currency in which the Obligations (or part thereof) were due, owing or incurred. All payments made or monies received or held by the Security Trustee under this Agreement may be converted from time to time into such other currency as the Security Trustee considers necessary or desirable to cover the Obligations in that other currency at the then-prevailing spot rate of exchange of the Security Trustee (taking into account any costs associated with the exchange) for purchasing that other currency with the existing currency.

21.2. No payment to the Security Trustee or any Institution (whether under any judgment or court order or pursuant to any sale of collateral or otherwise) shall discharge any obligation or liability of the Assignor unless and until the Security Trustee or the Institution, as the case may be, shall have received payment in full in the currency in which such obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Assignor shall remain liable for the amount of the shortfall.

21.3. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due in respect of the Obligations in one currency (the "first currency") into any other currency (the "second currency"), the conversion shall be made at the spot rate of exchange of Security Trustee (taking into account any costs associated with the exchange) on the Business Day preceding the day on which the final judgment is given. If, however, on the Business Day following receipt by the Security Trustee or any Institution, the Security Trustee or such Institution purchases the first currency with the amount of the second currency received and the amount of the first currency so purchased falls short of the amount originally due in the first currency (or portion thereof), the Assignor shall and agrees as a separate obligation and notwithstanding any judgment to pay to the Security Trustee or the Institution (as the case may be), in the first currency, an amount equal to such shortfall.

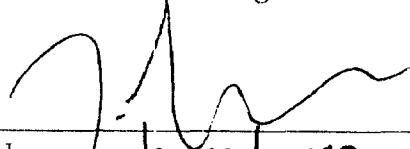
22. MISCELLANEOUS.

The headings of each section of this Trademark Assignment are for convenience only and shall not define or limit the provisions thereof. This Trademark Assignment and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Security Trustee, the Institutions and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Assignment and the Restructuring Documents, or between this Trademark Assignment and the Security Agreement, the provisions of the Restructuring Documents or the Security Agreement, as the case may be, shall control. If any term of this Trademark Assignment shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Assignment shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the day and year first above written.

**RIVER RANCH FRESH FOODS-
SALINAS, INC.,** as Assignor

By: 
Name: JAMES LUCAS
Title: President

**BANC OF AMERICA SECURITIES
LIMITED,** as Security Trustee

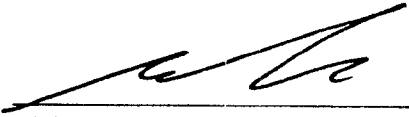
By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the day and year first above written.

**RIVER RANCH FRESH FOODS-
SALINAS, INC., as Assignor**

By: _____
Name:
Title:

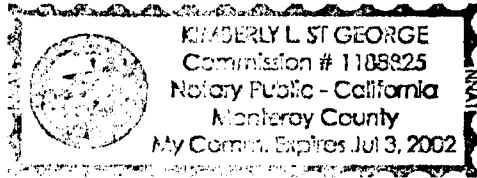
**BANC OF AMERICA SECURITIES
LIMITED, as Security Trustee**

By:  _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF California)
COUNTY OF Monterey) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14 day of February, 2002, personally appeared James Lucas to me known personally, and who, being by me duly sworn, deposes and says that he is the President of River Ranch Fresh Foods-Salinas, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.



Kimberly L. St. George
Notary Public
My commission expires: July 3 2002



SCHEDULE A

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
RIVER RANCH	1,250,628	06SE1983
FreshHold	1,515,386	06DE1988
BIG CHIEF (stylized)	1,523,718	07FE1989
RIVER RANCH ANGEL HAIR SLAW & DESIGN	1,929,976	24OC1995
FreshHold	1,954,726	06FE1996
MISC. DESIGN - READY TO EAT-NO PRESERVATIVES	2,031,668	21JA1997
MISC. DESIGN (FORK)	2,031,669	21JA1997
RIVER RANCH ANGEL HAIR SLAW	2,047,305	25MR1997
RIVER RANCH	2,084,781	29JL1997
ANGEL HAIR SLAW	2,092,557	02SE1997
GREEN DOT	2,159,002	19MY1998
RIVER RANCH SALAD TO GO	2,182,648	18AU1998
GREEN STAR	2,211,830	15DE1998
SUN SLICES	2,235,585	30MR1999
GREEN BARN	0,533,453	16NO2000

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
FIELD SELECT	76/313,317	11SE2001
FRESHHOLD and Design (3) (ASSURES FRESHNESS)	76/323,012	05OC2001
FRESHHOLD and Design (2)	76/323,013	05OC2001

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, RIVER RANCH FRESH FOODS-SALINAS, INC., a corporation organized and existing under the laws of Delaware, having a place of business at 1156 Abbott Street, Salinas, California (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, BANC OF AMERICA SECURITIES LIMITED, a corporation organized and existing under the laws of England and Wales, having a place of business at 1 Alie Street London E1 8DE, England (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of February, 2002.

**RIVER RANCH FRESH FOODS-
SALINAS, INC., as Assignor**

By: _____

Name:

Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ___ day of February, 2002.

**BANC OF AMERICA SECURITIES
LIMITED, as Assignee**

By: _____

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)
) ss.
COUNTY OF _____)

On this the ___ day of February, 2002, before me appeared _____, the person who signed this instrument, who acknowledged that he is the _____ of River Ranch Fresh Foods-Salinas, Inc., and that being duly authorized he signed such instrument as a free act and deed of said corporation.

Notary Public
My commission expires:

ANNEX A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	<u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
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