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
Ready Pac Produce, Inc.		04/06/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	California Commercial Financing LLC
Street Address:	1001 Brickell Bay Drive
Internal Address:	26th Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Serial Number:	78965851	SUMMER SPLASH
Serial Number:	77050966	MEDDLIN' MELONS
Serial Number:	77086354	GARDEN SUPREME
Serial Number:	78709267	GRAND ASIAN
Serial Number:	78722190	READY BISTRO
Serial Number:	73436476	READY PAC PRODUCE
Serial Number:	74381125	NO TEARS
Serial Number:	78562509	READY SNAX
Serial Number:	74711103	READY ZIP
Serial Number:	78543039	GREENER CLASSICS
Serial Number:	78543051	SIMPLY LETTUCE
Serial Number:	78543062	CRISP & HEARTY
Serial Number:	78543096	READY TO GO SALADS

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Serial Number:	78543851	AMERICAN BLUE CHEESE
Serial Number:	78549891	ENSALADA AL GUSTO
Serial Number:	78549900	SIMPLEMENTE LECHUGA
Serial Number:	78584399	FRUIT FAVORITES
Serial Number:	78584444	PINEAPPLE BLUES QUARTET
Serial Number:	75296981	READY SWEET
Serial Number:	75769704	LAFAYETTE
Serial Number:	75327681	NATURE'S SPECIALTIES
Serial Number:	75384720	ALL AMERICAN
Serial Number:	75885711	TOMATO TOSS
Serial Number:	75794317	TOMATO TOSS
Serial Number:	75261392	READY PAC
Serial Number:	75896159	TOMATO TOSS
Serial Number:	75794301	SALAD CONFETTI
Serial Number:	75023894	YOUR SALAD'S READY
Serial Number:	74511316	READY FIXIN'S
Serial Number:	74556310	READY PAC
Serial Number:	76180186	CLASSIC CRISP
Serial Number:	75023901	ALWAYS FRESH ALWAYS READY
Serial Number:	76302696	
Serial Number:	76069960	FRUIT FRENZY
Serial Number:	76123987	
Serial Number:	75880989	WHEEL O' FRUIT
Serial Number:	76180187	HEARTY GREEN
Serial Number:	74502412	AQUA PAC
Serial Number:	78384157	SEASONAL SENSATIONS
Serial Number:	76425072	BIG BABIES
Serial Number:	76322175	FRUIT-GO-ROUND
Serial Number:	76292049	PORTOFINO
Serial Number:	76185580	HARVEST CRISP
Serial Number:	78765407	SPINACH TEMPTATIONS
Serial Number:	78767620	SPINACH TEMPTATIONS
Serial Number:	78835729	GRAND PARISIAN
Serial Number:	78881749	READY PAC BISTRO

CORRESPONDENCE DATA

Fax Number: (312)782-8585

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

Phone: 312-269-4074

Email: kluchesi@jonesday.com

Correspondent Name: Kenneth Luchesi

Address Line 1: 77 W. Wacker Dr.

Address Line 2: Suite 3500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	195156-625001
NAME OF SUBMITTER:	Kenneth Luchesi
Signature:	/Kenneth Luchesi/
Date:	04/06/2007

Total Attachments: 10

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AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECURED PARTY PURSUANT TO THIS GRANT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECURED PARTY HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED SUBORDINATION AGREEMENT, DATED AS OF APRIL __, 2007 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**SUBORDINATION AGREEMENT**"), BY AND AMONG READY PAC FOODS, INC., CALIFORNIA COMMERCIAL FINANCING LLC AS COLLATERAL AGENT FOR THE HOLDERS (IN SUCH CAPACITY, THE "**JUNIOR CREDITOR**") AND WELLS FARGO FOOTHILL, INC., AS SENIOR CREDITOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS GRANT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

WHEREAS, Ready Pac Foods, Inc., a Delaware corporation (the "**Company**") entered into the Purchase Agreement dated as of August 3, 2005 (as amended by the First Amendment to Purchase Agreement dated as of August 8, 2006 and the Second Amendment to Purchase Agreement dated as of September 29, 2006, collectively, the "**Original Agreement**") among the Company, the Guarantors, Private Capital Partners LLC (the "**Original Purchaser**") and Black Canyon Capital LLC, as collateral agent (the "**Original Collateral Agent**"), pursuant to which the Company issued and sold to the Original Purchaser the Senior Secured Subordinated Notes due 2009 of the Company (the "**Original Notes**");

WHEREAS, pursuant to the terms of the Original Agreement, the Company executed and delivered a Security Agreement dated as of August 3, 2005 among the Company and each grantor party thereto in favor of the Original Collateral Agent (as amended, the "**Original Security Agreement**");

WHEREAS, in connection with the Original Security Agreement, Ready Pac Produce, Inc., a California corporation ("**RPP**"), executed and delivered a Grant of Trademark Security Interest dated as of August 3, 2005 (the "**Existing Agreement**") in favor of the Original Collateral Agent;

WHEREAS, prior to the execution hereof, the holders of the Original Notes (the "**Assigning Holders**") have entered into an assignment agreement (the "**Note Assignment**") with the Original Collateral Agent pursuant to which the Assigning Holders assigned all of the outstanding Original Notes to the Purchasers, following which the Original Collateral Agent resigned and the Collateral Agent was named as the successor thereto;

WHEREAS, in connection with the foregoing, the Original Collateral Agent shall have resigned and the Holders and the Collateral Agent shall have entered into an Amended and Restated Collateral Agency Agreement of even date herewith (the "**Collateral Agency Agreement**");

WHEREAS, the Company and each Guarantor listed on the signature pages thereto, have entered into an Amended and Restated Purchase Agreement dated as of April 6, 2007 (said Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Purchase Agreement**") by and among California Commercial Financing LLC as initial purchaser (in such capacity, the "**Purchaser**"), California Commercial Financing LLC as collateral agent (in such capacity, the "**Collateral Agent**"), pursuant to which Purchaser has made certain commitments, subject to the terms and conditions set forth in the Purchase Agreement, to purchase the Notes issued by Company; and

WHEREAS, RPP and Salad Time, LLC, a Delaware limited liability company ("**Salad Time**"; and together with RPP, the "**Grantors**" and each a "**Grantor**") each owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, each Grantor has executed and delivered that certain Amended and Restated Guaranty dated as of April 6, 2007 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of the Collateral Agnet pursuant to which such Grantor has guarantied the prompt payment and performance when due of all obligations of Company under the Purchase Agreement and the other Note Documents; and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of April 6, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among each Grantor, the Collateral Agent (the "**Secured Party**") and the other grantors named therein, each Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, (a) RPP hereby reaffirms its grant of security interest under the Existing Agreement; and (b) each Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or herafter adopted and used, in its business (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state

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thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annex hereto) in the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 6 day of April, 2007.

READY PAC PRODUCE, INC.

By: _____
Name: DENNIS GERTMENIAN
Title: PRESIDENT + CEO

SALAD TIME, LLC

By: _____
Name: DENNIS GERTMENIAN
Title: PRESIDENT + CEO

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SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

List of Trademarks

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owned by
United States	SUMMER SPLASH (word mark)	Pending	78/965,851	01-Sep-2006			Ready Pac Produce, Inc.
United States	MEDDLIN' MELONS (word mark)	Pending	77/050,966	27-Nov-2006			Ready Pac Produce, Inc.
United States	GARDEN SUPREME (& design)	Pending	77/086,354	19-Jan-2007			Ready Pac Produce, Inc.
United States	GRAND ASIAN (word mark)	Registered	78/709,267	08-Sep-2005	3,132,748	22-Aug-2006	Ready Pac Produce, Inc.
United States	READY BISTRO (word mark)	Pending	78/722,190	28-Sep-2005			Ready Pac Produce, Inc.
United States	READY PAC PRODUCE (word mark)	Registered	73/436,476	27-Jul-1983	1,317,157	29-Jan-1985	Ready Pac Produce, Inc.v
United States	NO TEARS (word mark)	Registered	74/381,125	19-Apr-1993	1,902,211	27-Jun-1995	Ready Pac Produce, Inc.
United States	READY SNAX (word mark)	Registered	78/562,509	08-Feb-2005	3,146,786	19-Sep-2006	Ready Pac Produce, Inc.
United States	READY ZIP (word mark)	Registered	74/711,103	04-Aug-1995	1,987,172	16-Jul-1996	Ready Pac Produce, Inc.
United States	GREENER CLASSICS (word mark)	Published	78/543,039	06-Jan-2005			Ready Pac Produce, Inc.
United States	SIMPLY LETTUCE (word mark)	Registered	78/543,051	06-Jan-2005	3,131,086	15-Aug-2006	Ready Pac Produce, Inc.
United States	CRISP & HEARTY (word mark)	Registered	78/543,062	06-Jan-2005	3,074,938	28-Mar-2006	Ready Pac Produce, Inc.
United States	READY TO GO SALADS (word mark)	Published	78/543,096	06-Jan-2005			Ready Pac Produce, Inc.
United States	AMERICAN BLUE CHEESE (word mark)	Registered	78/543,851	07-Jan-2005	3,175,650	21-Nov-2006	Ready Pac Produce, Inc.

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Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owned by
United States	ENSALADA AL GUSTO	Registered	78/549,891	19-Jan-2005	3,102,182	06-Jun-2006	Ready Pac Produce, Inc.
United States	SIMPLEMENTE LECHUGA (word mark)	Registered	78/549,900	19-Jan-2005	3,138,032	05-Sep-2006	Ready Pac Produce, Inc.
United States	FRUIT FAVORITES (word mark)	Published	78/584,399	10-Mar-2005			Ready Pac Produce, Inc.
United States	PINEAPPLE BLUES QUARTET (word mark)	Registered	78/584,444	10-Mar-2005	3,140,430	05-Sep-2006	Ready Pac Produce, Inc.
United States	READY SWEET (word mark)	Registered	75/296,981	23-May-1997	2,362,609	27-Jun-2000	Ready Pac Produce, Inc.
United States	LAFAYETTE (word mark)	Registered	75/769,704	06-Aug-1999	2,414,764	19-Dec-2000	Ready Pac Produce, Inc.
United States	NATURE'S SPECIALTIES (word mark)	Registered	75/327,681	21-Jul-1997	2,269,616	10-Aug-1999	Ready Pac Produce, Inc.
United States	ALL AMERICAN (word mark)	Registered	75/384,720	04-Nov-1997	2,195,954	13-Oct-1998	Ready Pac Produce, Inc.
United States	TOMATO TOSS (word mark)	Registered	75/885,711	03-Jan-2000	2,513,363	27-Nov-2001	Ready Pac Produce, Inc.
United States	TOMATO TOSS (word mark)	Registered	75/794,317	08-Sep-1999	2,445,224	17-Apr-2001	Ready Pac Produce, Inc.
United States	READY PAC (& design)	Registered	75/261,392	21-Mar-1997	2,173,981	14-Jul-1998	Ready Pac Produce, Inc.
United States	TOMATO TOSS (& design)	Registered	75/896,159	13-Jan-2000	2,472,401	24-Jul-2001	Ready Pac Produce, Inc.
United States	SALAD CONFETTI (word mark)	Registered	75/794,301	08-Sep-1999	2,480,712	21-Aug-2001	Ready Pac Produce, Inc.
United States	YOUR SALAD'S READY (word mark)	Registered	75/023,894	27-Nov-1995	2,145,068	17-Mar-1998	Ready Pac Produce, Inc.
United States	READY FIXIN'S (word mark)	Registered	74/511,316	11-Apr-1994	1,943,229	19-Dec-1995	Ready Pac Produce, Inc.
United States	READY PAC (word mark)	Registered	74/556,310	02-Aug-1994	1,925,635	10-Oct-1995	Ready Pac Produce, Inc.
United States	CLASSIC CRISP (word mark)	Registered	76/180,186	13-Dec-2000	2,644,231	17-Dec-2002	Ready Pac Produce, Inc.

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owned by
United States	ALWAYS FRESH ALWAYS READY (word mark)	Registered	75/023,901	27-Nov-1995	2,035,244	04-Feb-1997	Ready Pac Produce, Inc.
United States	DIAMOND & BAND (logo only)	Registered	76/302,696	21-Aug-2001	2,556,000	02-Apr-2002	Ready Pac Produce, Inc.
United States	FRUIT FRENZY (word mark)	Registered	76/069,960	14-Jun-2000	2,636,500	15-Oct-2002	Ready Pac Produce, Inc.
United States	ORGANIC WORLD LEAF (logo only)	Registered	76/123,987	07-Sep-2000	2,485,183	04-Sep-2001	Ready Pac Produce, Inc.
United States	WHEEL O' FRUIT (word mark)	Registered	75/880,989	27-Dec-1999	2,493,482	25-Sep-2001	Ready Pac Produce, Inc.
United States	HEARTY GREEN (word mark)	Registered	76/180,187	13-Dec-2000	2,528,740	08-Jan-2002	Ready Pac Produce, Inc.
United States	AQUA PAC (word mark)	Registered	74/502,412	21-Mar-1994	1,891,239	25-Apr-1995	Ready Pac Produce, Inc.
United States	SEASONAL SENSATIONS (word mark)	Registered	78/384,157	15-Mar-2004	2,986,502	16-Aug-2005	Ready Pac Produce, Inc.
United States	BIG BABIES (word mark)	Registered	76/425,072	25-Jun-2002	2,726,865	17-Jun-2003	Ready Pac Produce, Inc.
United States	FRUIT-GO-ROUND (word mark)	Registered	76/322,175	05-Oct-2001	2,762,496	09-Sep-2003	Ready Pac Produce, Inc.
United States	PORTOFINO (word mark)	Registered	76/292,049	30-Jul-2001	2,718,614	27-May-2003	Ready Pac Produce, Inc.
United States	HARVEST CRISP (word mark)	Registered	76/185,580	21-Dec-2000	2,538,054	12-Feb-2002	Ready Pac Produce, Inc.
United States	SPINACH TEMPTATIONS (word mark)	Published	78/765,407	02-Dec-2005			Ready Pac Produce, Inc.
United States	SPINACH TEMPTATIONS(& design)	Published	78/767,620	06-Dec-2005			Ready Pac Produce, Inc.
United States	GRAND PARISIAN (word mark)	Registered	78/835,729	13-Mar-2006	3,198,746	16-Jan-2007	Ready Pac Produce, Inc.
United States	READY PAC BISTRO (word mark)	Pending	78/881,749	11-May-2006			Ready Pac Produce, Inc.

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Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owned by
United States	COOL CUT CARROTS (dips)	Registered			2,113,379		Salad Time, LLC
United States	COOL CUT CARROTS (lapsed)	Registered			1,988,322		Salad Time, LLC
United States	COOL CUT CELERY	Registered			2,113,374		Salad Time, LLC
United States	COOL CUTS	Registered			2,321,839		Salad Time, LLC
United States	CRIS P. SALADMANDER	Registered			2,276,145		Salad Time, LLC
Mexico	CRIS P. SALADMANDER (word mark)	Registered	795,578	21-Jul-2006	947,285	31-Jul-2006	Ready Pac Produce, Inc.
Mexico	COOL CUTS (word mark)	Pending	795,577	21-Jul-2006			Ready Pac Produce, Inc.
Mexico	GARDEN SUPREME (& design)	Pending	831,806	24-Jan-2007			Ready Pac Produce, Inc.
Mexico	ALWAYS FRESH, ALWAYS READY. (word mark)	Pending	32,478	17-Oct-2005			Ready Pac Produce, Inc.
Mexico	SPINACH TEMPTATIONS (word mark)	Registered	754,686	06-Dec-2005	914,945	20-Dec-2005	Ready Pac Produce, Inc.
Mexico	SPINACH TEMPTATIONS (& design)	Registered	755,614	09-Dec-2005	923,136	28-Feb-2006	Ready Pac Produce, Inc.
Mexico	READY PAC (word mark)	Registered	762,166	25-Jan-2006	919,495	15-Feb-2006	Ready Pac Produce, Inc.
Mexico	READY SNAX (word mark)	Pending	789,191	16-Jun-2006			Ready Pac Produce, Inc.
Canada	SUMMER SPLASH (word mark)	Pending	1,314,768	29-Aug-2006			Ready Pac Produce, Inc.
Canada	FRUIT FRENZY (word mark)	Pending	1,323,482	08-Nov-2006			Ready Pac Produce, Inc.
Canada	GRAND ASIAN (word mark)	Pending	1,323,317	07-Nov-2006			Ready Pac Produce, Inc.

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Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owned by
Canada	MEDDLIN' MELONS (word mark)	Pending	1,324,258	15-Nov-2006			Ready Pac Produce, Inc.
Canada	GARDEN SUPREME (& design)	Awaiting filing - to be filed within priority date					Ready Pac Produce, Inc.
Canada	READY BISTRO	Pending	1,274,084	30-Sep-2005			Ready Pac Produce, Inc.
Canada	READY PAC (& design)	Registered	863,272	05-Dec-1997	TMA510,093	26-Mar-1999	Ready Pac Produce, Inc.
Canada	READY PAC (word mark)	Registered	863,271	05-Dec-1997	TMA510,198	29-Mar-1999	Ready Pac Produce, Inc.
Canada	READY ZIP (word mark)	Registered	878,636	19-May-1998	TMA614,448	08-Jul-2004	Ready Pac Produce, Inc.
Canada	READY ZIP (& design)	Registered	878,634	19-May-1998	TMA614,487	09-Jul-2004	Ready Pac Produce, Inc.
Canada	ALWAYS FRESH ALWAYS READY (word mark)	Registered	863,270	05-Dec-1997	TMA513,901	04-Aug-1999	Ready Pac Produce, Inc.
Canada	SPINACH TEMPTATIONS (word mark)	Pending	1,282,305	08-Dec-2005			Ready Pac Produce, Inc.
Canada	SPINACH TEMPTATIONS (& design)	Pending	1,282,647	12-Dec-2005			Ready Pac Produce, Inc.
Canada	GRAND PARISIAN (word mark)	Pending	1,299,596	28-Apr-2006			Ready Pac Produce, Inc.
Canada	READY PAC BISTRO (word mark)	Pending	1,302,613	24-May-2006			Ready Pac Produce, Inc.
Canada	READY SNAX (word mark)	Pending	1,304,762	08-Jun-2006			Ready Pac Produce, Inc.
Canada	CARROTTES COOL CUT	Registered			TMA498,964		Salad Time, LLC
Canada	COOL CUT CARROTS	Registered			TMA500,328		Salad Time, LLC
Canada	COOL CUT CELERY	Registered			TMA533,897		Salad Time, LLC
Canada	COOL CUTS	Registered			TMA623,171		Salad Time, LLC

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