

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/24/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Emerald Farms, Inc.		10/24/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division
Street Address:	400 Northridge Road
Internal Address:	Suite 600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30350
Entity Type:	National banking association:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2753801	EMERALD PRIME
Registration Number:	1593293	EMERALD FARMS INC.

**CORRESPONDENCE DATA**

Fax Number: (404)522-8409  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-420-5574  
 Email: ovs@phrd.com  
 Correspondent Name: Oksana V. Sepich  
 Address Line 1: Peachtree Center Avenue  
 Address Line 2: Suite 1500  
 Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1141.106
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NAME OF SUBMITTER:	Harrison J. Roberts
Signature:	/Harrison J. Roberts/
Date:	10/26/2007

**Total Attachments: 10**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 24<sup>th</sup>, 2007, is made by and among **AGRIFLORA CORPORATION**, a Florida corporation, **EMERALD FARMS, INC.**, a Florida corporation, and **EMERALD BOUQUET, INC.**, a Florida corporation, (each individually, a "Debtor," and collectively, the "Debtors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (the "Secured Party") acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

### Recitals:

The Debtors and the Secured Party are parties to a Credit and Security Agreement dated on or about the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtors.

As a condition to extending credit to or for the account of the Debtors, the Secured Party has required the execution and delivery of this Agreement by the Debtors.

### Agreement:

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Indebtedness" is used herein in its most comprehensive sense and means any and all advances, debts, obligations and liabilities of any Debtor to the Lender, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement at any time entered into by the Debtors with the Lender, and whether the Debtors may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable, and includes, without limitation, all "Indebtedness" under (and as such term is defined in) the Credit Agreement.

"Patents" means all of each Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks, to secure payment of the Indebtedness and the prompt performance of all other obligations under the Credit Agreement and all other Loan Documents. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees as follows:

(a) **Authority**. This Agreement has been duly and validly authorized by all necessary corporate action on the part of each Debtor.

(b) **Patents**. Exhibit A accurately lists all Patents owned or controlled by each Debtor as of the date hereof, or to which any Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtors shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks**. Exhibit B accurately lists all Trademarks owned or controlled by any Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtors’ or any Affiliate’s business(es). If after the date hereof, any Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtors’ or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to

the Trademarks, then the Debtors shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, to the best knowledge and belief of each Debtor, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtors, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtors shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtors; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Each Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B and applicable to such Debtor, free and clear of all Liens except Permitted Liens. Each Debtor (i) will have, at the time such Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, no Debtor will assign, transfer, encumber or otherwise dispose of any of such Debtor's Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** Each Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Each Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Debtor covenants that it will not abandon or fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If any Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtors written notice thereof (or, in the case of the agreements contained in subsection (h),

immediately upon the occurrence of such failure, without notice or lapse of time), or if any Debtor notifies the Secured Party that they intend to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the applicable Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtors jointly and severally agree to pay the Secured Party **on demand** the amount of all moneys reasonably expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of such Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtors' Use of the Patents and Trademarks. The Debtors shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) any Debtor shall fail promptly to observe or perform any material covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any

material respect when made, subject in all events to any applicable notice or cure periods set forth in the Credit Agreement (if any).

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement or any of the other Loan Documents.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, each Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtors under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights that any Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Debtor, the Secured Party and their respective successors and assigns and shall take effect when signed by the Debtors and delivered to the Secured Party, and the Debtors waive notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtors shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Remainder of page intentionally left blank;  
signatures begin on following page.]



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTORS:

Agriflora Corporation  
9475 N.W. 13th Street  
Miami, Florida 33172  
Facsimile: (305) 793-7042  
Attention: Alvaro Varela, President

**AGRIFLORA CORPORATION**

By:   
Alvaro Varela, President

Emerald Farms, Inc.  
9800 N.W. 17th Street, Suite 1  
Miami, Florida 33172  
Facsimile: (305) 477-7042  
Attention: Alvaro Varela, President

**EMERALD FARMS, INC.**

By:   
Alvaro Varela, President

Emerald Bouquet, Inc.  
9800 N.W. 17th Street, Suite 2  
Miami, Florida 33172  
Facsimile: (305) 477-7042  
Attention: Alvaro Varela, President

**EMERALD BOUQUET, INC.**

By:   
Alvaro Varela, President

SECURED PARTY:

Wells Fargo Bank, National Association  
400 Northridge Rd., Suite 600  
Atlanta, Georgia 30350  
Attention: Agriflora Loan Administration  
Facsimile: (770) 992-4720

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Timothy W. Velzy, Vice President

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTORS:

Agriflora Corporation  
9475 N.W. 13th Street  
Miami, Florida 33172  
Facsimile: (305) 793-7042  
Attention: Alvaro Varela, President

**AGRIFLORA CORPORATION**

By: \_\_\_\_\_  
Alvaro Varela, President

Emerald Farms, Inc.  
9800 N.W. 17th Street, Suite 1  
Miami, Florida 33172  
Facsimile: (305) 477-7042  
Attention: Alvaro Varela, President

**EMERALD FARMS, INC.**

By: \_\_\_\_\_  
Alvaro Varela, President

Emerald Bouquet, Inc.  
9800 N.W. 17th Street, Suite 2  
Miami, Florida 33172  
Facsimile: (305) 477-7042  
Attention: Alvaro Varela, President

**EMERALD BOUQUET, INC.**

By: \_\_\_\_\_  
Alvaro Varela, President

SECURED PARTY:

Wells Fargo Bank, National Association  
400 Northridge Rd., Suite 600  
Atlanta, Georgia 30350  
Attention: Agriflora Loan Administration  
Facsimile: (770) 992-4720

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By:  \_\_\_\_\_  
Timothy W. Velzy, Vice President

**EXHIBIT A**

U.S. and Foreign Issued Patents and Patent Applications

None.

**EXHIBIT B**

Trademarks

United States Issued Trademarks:

<u>Debtor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Agriflora Corporation	Agrifresh	3257425	July 3, 2007
Agriflora Corporation	Agriwest	3235607	May 1, 2007
Agriflora Corporation	Agrifresh	3155893	October 17, 2006
Agriflora Corporation	Agriflora	1396209	June 3, 1986
Emerald Bouquet, Inc.	Emerald Bouquet, Inc.	2762470	September 9, 2003
Emerald Farms, Inc.	Emerald Prime	2753801	August 19, 2003
Emerald Farms, Inc.	Emerald Farms Inc.	1593293	April 24, 1990

United States Trademark and Service Mark Applications:

None.

Collective Membership Marks, Unregistered Marks and Foreign Issued Trademarks and Trademark Applications:

None.