

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CANGRO FOODS INC. | | 10/26/2007 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | CANGRO HOLDING, LLC | | |
| Street Address: | c/o Sun Capital Partners, Inc. | | |
| Internal Address: | 5200 Town Centre Circle, Suite 470 | | |
| City: | Boca Raton | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33486 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0655310 | AYLMER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)739-3001 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 202.739.5846 | | |
| Email: | trademarks@morganlewis.com | | |
| Correspondent Name: | Brett I. Miller | | |
| Address Line 1: | Morgan Lewis & Bockius LLP | | |
| Address Line 2: | 1111 Pennsylvania Avenue, NW, Attn.:TMSU | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20004 | | |
| ATTORNEY DOCKET NUMBER: | 065881.0002 | | |
| NAME OF SUBMITTER: | Zarui A. Kocharyan | | |
| Signature: | /Zarui A. Kocharyan/ | | |

CH \$40.00 0655310

Date:

10/29/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") is made this 26 day of October, 2007, among CANGRO FOODS INC. / ALIMENTS CANGRO INC., a corporation incorporated pursuant to the Canada Business Corporations Act ("Grantor"), and CANGRO HOLDING, LLC ("Secured Creditor").

WITNESSETH

WHEREAS, the Grantor has executed a guarantee in favour of the Secured Creditor, dated on or about the date hereof (as the same may be amended, supplemented or otherwise modified or restated from time to time, the "Guarantee") whereby the Grantor guarantees the obligations of CanGro Fruit Inc. / Fruits CanGro Inc. and CanGro Vegetables Inc. / Legumes CanGro Inc. to the Secured Creditor.

WHEREAS, the Grantor and the Secured Creditor are among the parties to a general security agreement, dated on or about the date hereof (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "General Security Agreement"), pursuant to which the Grantor has granted to the Secured Creditor a security interest in and to all Intellectual Property Rights (as defined in the General Security Agreement), including the trade-marks of the Grantor.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the General Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Creditor a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licences to which it is a party including those trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to

the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Creditor pursuant to the General Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Secured Creditor unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor, provided the Secured Creditor shall provide notice to Grantor of such amendment. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Creditor's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

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

CANGRO FOODS INC. / ALIMENTS
CANGRO INC.


By: _____
Name: _____
Title: _____

CANGRO HOLDING, LLC

By: Michael McConvery
Name: Michael McConvery
Title: Vice President

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

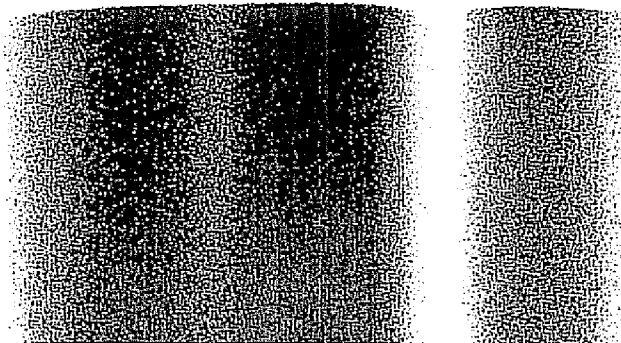
CANGRO FOODS INC. / ALIMENTS
CANGRO INC.

By: 
Name: Joe Ruffo
Title: C.F.O.

CANGRO HOLDING, LLC

By: _____
Name: _____
Title: _____

0210001



SCHEDULE I
to
TRADEMARKS SECURITY AGREEMENT

Trademark Registrations

| Grantor | Country | Mark | Application/Registration No. |
|-------------------|---------|-----------------|------------------------------|
| CanGro Foods Inc. | U.S. | AYLMER & Design | 655310 |

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