

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
Sun World International, LLC		02/25/2005	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Black Diamond Commercial Finance, LLC
Street Address:	One Hibiscus Alley
City:	St Thomas
State/Country:	VIRGIN ISLANDS
Postal Code:	00802
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2931902	RED GIANT
Registration Number:	2858064	COACHELLA SEEDLESS
Registration Number:	2795567	SABLE SEEDLESS
Registration Number:	2782676	SOPHIA SEEDLESS
Registration Number:	3230069	RED DIAMOND
Registration Number:	2379492	BLACK GIANT
Registration Number:	2230903	SUPER STAR
Registration Number:	2251461	MIDNIGHT BEAUTY
Registration Number:	2259988	WHERE PRODUCE BEGINS
Registration Number:	2167719	SUPERIOR SEEDLESS
Registration Number:	2142639	BLACK DIAMOND
Registration Number:	1853223	SUN WORLD
Registration Number:	1850396	SUN WORLD
Registration Number:	1829951	

OP \$865.00 2931902

Registration Number:	1829926	
Registration Number:	1760153	AMBER CREST
Registration Number:	1803879	HONEYCOT
Registration Number:	1061802	SUN WORLD
Registration Number:	1531116	SUN WORLD
Registration Number:	1520340	
Registration Number:	1520339	
Registration Number:	1562458	PACIFIC STAR
Registration Number:	1531127	BECAUSE SEEDS ARE THE PITS
Registration Number:	1515681	LE VERT ROYALE
Registration Number:	1513803	LE JAUNE ROYALE
Registration Number:	1542787	PANORAMA
Registration Number:	3259333	SCARLOTTA SEEDLESS
Registration Number:	1492508	STAR SWEET
Registration Number:	1523046	
Registration Number:	1528517	FOR YOUR GOOD HEALTH...FROM SUN WORLD
Registration Number:	1522818	SUN WORLD SEEDLESS
Registration Number:	1138514	RANCHO BUENA VISTA
Registration Number:	1133787	SUN WORLD
Serial Number:	78534108	APPLUM

CORRESPONDENCE DATA

Fax Number: (212)508-1450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-705-7768
Email: brandi.sinkovich@bingham.com
Correspondent Name: Brandi Sinkovich
Address Line 1: 399 Park Avenue
Address Line 2: Bingham McCutchen LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Brandi Sinkovich
Signature:	/brandi sinkovich/
Date:	10/31/2007

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 25, 2005, is made by SUN WORLD INTERNATIONAL, LLC, a Delaware limited liability company located at 16359 Driver Road, Bakersfield, CA 93308 ("Grantor"), in favor of BLACK DIAMOND COMMERCIAL FINANCE, LLC, a U.S. Virgin Islands limited liability company, as collateral agent for the Secured Parties ("Collateral Agent"), located at One Hibiscus Alley, St. Thomas, VI 00802.

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof by and among Grantor, the lenders party thereto and Collateral Agent, as administrative agent and collateral agent (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make the Loans to Grantor; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent this Intellectual Property Security Agreement;

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, 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 Loan Agreement.
2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. As collateral security for the prompt and complete payment and performance of the Obligations, Grantor hereby grants to Collateral Agent for the ratable benefit of the Secured Parties a security interest in and Lien upon all of the following Intellectual Property owned by Grantor, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including the following: (collectively, the "Intellectual Property Collateral"):
 - (a) all of its Patents including those referred to on Schedules I and Schedule II hereto;
 - (b) all of its Trademarks including those referred to on Schedule III and Schedule IV hereto;
 - (c) all of its Copyrights including those referred to on Schedule V and Schedule VI hereto; and
 - (d) all Proceeds of the foregoing.

Notwithstanding the foregoing, in no event shall the term "Intellectual Property

Collateral" be deemed to include any lease, license, contract, property rights or agreement to which Grantor or any of its Subsidiaries is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), *provided however* that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in clause (A) or (B) above.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that, as of the date hereof, the schedules attached set forth a true, correct, and complete list of (i) issued patents and patent applications, (ii) trademark registrations and applications, and (iii) copyright registrations and applications, each of which are owned by Grantor or its Affiliates. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on the Intellectual Property Collateral.

4. COVENANTS. Grantor covenants and agrees with Collateral Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Collateral Agent promptly if it knows that any application or registration relating to any Patent, Trademark or Copyright owned by Grantor or its Subsidiaries (now or hereafter existing) and necessary to conduct its business is likely to become abandoned or dedicated, or of any material adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same, except for changes or proceedings that occur in the ordinary course of Grantor's business that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file, or cause its Subsidiaries to file, an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office without informing Collateral Agent of such action in advance or informing Collateral Agent thirty (30) Business Days after filing any such new U.S. patent, trademark or copyright applications. Upon the request of Collateral Agent, Grantor shall execute and deliver a supplement hereto (in

form and substance satisfactory to Collateral Agent) to evidence Collateral Agent's Lien on such Patent, Trademark or Copyright relating thereto or represented thereby.

(c) Grantor shall take all commercially reasonable actions necessary to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of each of the Patents or Trademarks that are necessary to conduct its business (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except for (i) such actions in the ordinary course of business that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (ii) except as permitted under the Loan Agreement.

(d) In the event that to Grantor's knowledge, any of the Intellectual Property Collateral is to any material effect infringed upon, or misappropriated or diluted by a third party and Grantor has determined to take legal action against such third party, Grantor shall notify Collateral Agent promptly after taking such action. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations or that the failure to take such action would not reasonably be expected to have a Material Adverse Effect, promptly take whatever action it deems necessary, and may but is not required to sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Intellectual Property.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Intellectual Property Security Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern and control.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

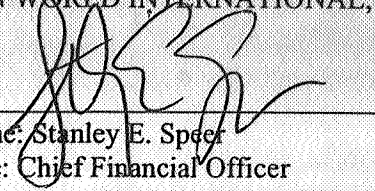
7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date and upon such termination Collateral Agent shall file such releases, instruments, and documents, and take such steps, as may be reasonably requested by Grantor (at Grantor's expense) to terminate Collateral Agent's rights hereunder and to terminate any public filings or other public records of the rights granted herein.

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

SUN WORLD INTERNATIONAL, LLC

By: 
Name: Stanley E. Speer
Title: Chief Financial Officer

IP Security Agreement

TRADEMARK
REEL: 003650 FRAME: 0892

ACCEPTED and ACKNOWLEDGED by:

BLACK DIAMOND COMMERCIAL FINANCE, LLC,
as Collateral Agent

By: 

Name: Dalia Al-Othman, Esq

Title: Managing Director

IP Security Agreement

TRADEMARK
REEL: 003650 FRAME: 0893

SCHEDULE I

PATENT REGISTRATIONS

	PATENT NO.	ISSUE DATE.
1	PP16507	05/09/2006
2	PP16177	01/03/2006
3	PP16006	09/27/2005
4	PP15999	09/27/2005
5	PP15976	09/20/2005
6	PP15897	07/26/2005
7	PP15888	07/19/2005
8	PP15468	01/04/2005
9	PP15229	10/12/2004
10	PP15110	08/24/2004
11	PP15068	08/03/2004
12	PP14938	06/22/2004
13	PP14881	06/08/2004
14	PP14880	06/08/2004
15	PP14088	08/26/2003
16	PP13448	01/07/2003
17	PP13444	12/31/2002
18	PP13395	12/24/2002
19	PP13198	11/12/2002
20	PP13177	11/05/2002
21	PP13171	11/05/2002
22	PP13167	11/05/2002
23	PP13164	11/05/2002
24	PP13142	10/29/2002
25	PP11820	03/27/2001
26	PP11749	01/23/2001
27	PP11727	12/26/2000
28	PP11631	11/14/2000
29	PP11296	03/21/2000
30	PP11288	03/14/2000
31	PP11245	02/29/2000
32	PP10434	06/09/1998
33	PP10233	02/10/1998
34	PP10232	02/10/1998
35	PP10165	12/30/1997
36	PP8298	07/13/1993
37	PP8363	09/07/1993
38	PP8336	08/10/1993
39	PP8184	03/23/1993
40	PP7574	07/02/1991
41	PP7550	06/11/1991
42	PP7443	02/12/1991
43	PP13199	11/12/2002
44	PP18114	10/09/2007

SCHEDULE II
PATENT APPLICATIONS

	APPLICATION NO.	FILING DATE
1	11/329258	01/10/2006
2	11/329331	01/10/2006
3	11/329262	01/10/2006
4	11/329195	01/10/2006
5	11/651838	1/9/2007
6	11/378499	3/17/06
7	11/586211	10/24/06

SCHEDULE III

TRADEMARK REGISTRATIONS

	MARK	REG. #	SERIAL #
1	RED GIANT	2931902	78276067
2	COACHELLA SEEDLESS	2858064	78270012
3	SABLE SEEDLESS	2795567	76335086
4	SOPHIA SEEDLESS	2782676	76334551
5	RED DIAMOND	3230069	75539250
6	BLACK GIANT	2379492	75807616
7	SUPER STAR	2230903	75492206
8	MIDNIGHT BEAUTY	2251461	75477551
9	WHERE PRODUCE BEGINS	2259988	75395578
10	SUPERIOR SEEDLESS	2167719	75331555
11	BLACK DIAMOND	2142639	75259666
12	SUN WORLD	1853223	74322211
13	SUN WORLD	1850396	74322209
14	[Design Only]	1829951	74322208
15	[Design Only]	1829926	74322206
16	AMBER CREST	1760153	74305317
17	HONEYCOT	1803879	74262596
18	SUN WORLD	1061802	73077275
19	SUN WORLD	1531116	73691778
20	[Design Only]	1520340	73691975
21	[Design Only]	1520339	73691779
22	PACIFIC STAR	1562458	73775851
23	BECAUSE SEEDS ARE THE PITS	1531127	73743985
24	LE VERT ROYALE	1515681	73725647
25	LE JUANE ROYALE	1513803	73716824
26	PANORAMA	1542787	73711102
27	SCARLOTTA SEEDLESS	3259333	78665801
28	STAR SWEET	1492508	73694210
29	[Design Only]	1523046	73692374
30	FOR YOUR GOOD HEALTH...FROM SUN WORLD	1528517	73691775
31	SUN WORLD SEEDLESS	1522818	73676815
32	RANCHO BUENA VISTA	1138514	73200529
33	SUN WORLD	1133787	73200420

SCHEDULE IV

TRADEMARK APPLICATIONS

	MARK	SERIAL #
1	APPLUM	78534108

SCHEDULE V

COPYRIGHT REGISTRATIONS

Copyright	Reg. No.	Grant Date	Expiration Date
The graphic design “Sun World Premium California Fresh Fruit with Nectarine Design” used on cartons	VA 519,051	May 18, 1992	May 18, 2087
The graphic design “Sun World and Fruit Design” used on the pinstripe cartons	VAu-237-711	September 21, 1992	September 21, 2067