

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sun World International, LLC		12/28/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Rabobank, N.A.
<b>Street Address:</b>	6715 North Palm Avenue, Suite 208
<b>City:</b>	Fresno
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93704
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**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: (402)344-0588  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (402) 344-0500  
Email: gderrick@bairdholm.com  
Correspondent Name: Grayson J. Derrick  
Address Line 1: 1500 WOODMEN TOWER  
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Grayson J. Derrick
Signature:	/Grayson J. Derrick/
Date:	01/09/2008

Total Attachments: 11  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 28, 2007 (the "**Agreement**"), is made by SUN WORLD INTERNATIONAL, LLC, a Delaware limited liability company located at c/o David Hostetter, Senior Vice President, CFO, 16350 Driver Road, Bakersfield, CA 93308 ("**Debtor**"), in favor of RABOBANK, N.A. (the "**Bank**"), located at 6715 North Palm Avenue, Suite 208, Fresno, California 93704.

### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of the date hereof by and between Debtor and the Bank (as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Bank has agreed to make the Term Loan to Debtor; and

WHEREAS, the Bank is willing to make the Term Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to the Bank this 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, Debtor hereby agrees as follows:

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

2. SECURED OBLIGATIONS. The Debtor grants the security interest to secure the following obligations (collectively, the "**Secured Obligations**") in any order of priority that the Bank may choose:

(a) payment and performance of all Obligations (as defined in the Credit Agreement);

(b) payment and performance of all obligations of the Debtor arising under this Agreement;

(c) payment and performance of all future advances and other obligations of the Debtor to the Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by the Bank by assignment or otherwise, and including any obligation or liability arising pursuant to any derivative or hedge transaction of any kind entered into with the Bank and/or any Affiliate of the Bank; and

(d) payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the matters described in this Section 2.

3. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. As collateral security for the prompt and complete payment and performance of the Secured Obligations, Debtor hereby grants to the Bank a security interest in and Lien upon all of the

following intellectual property owned by Debtor, 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 (collectively, the "**Intellectual Property Collateral**"):

- (a) all of its U.S. federal patents including those referred to on Schedules I and Schedule II hereto;
- (b) all of its U.S. federal trademarks including those referred to on Schedule III and Schedule IV hereto;
- (c) all of its U.S. federal 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 Debtor 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 Debtor 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 California 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.

4. **REPRESENTATIONS AND WARRANTIES.** Debtor represents and warrants that, as of the date hereof, the schedules attached set forth a true, correct, and complete list in all material respects of (i) issued U.S. federal patents and U.S. federal patent applications, (ii) U.S. federal trademark registrations and applications, and (iii) U.S. federal copyright registrations and applications, each of which are owned by Debtor or its Subsidiaries. This Agreement is effective to create a valid and continuing Lien on the Intellectual Property Collateral.

5. **COVENANTS.** Debtor covenants and agrees with the Bank that from and after the date of this Agreement and until the earlier of (i) the Term Loan Termination Date and (ii) the date the Secured Obligations (excluding contingent indemnification obligations) are paid in full:

- (a) Within thirty (30) days of the end of each fiscal quarter of Debtor, Debtor shall promptly provide the Bank with a list that is true and correct in all material respects of (i) any patent, trademark or copyright application or registration that is Intellectual Property Collateral (now or hereafter existing) and is known to Debtor to have been abandoned or dedicated during such fiscal quarter, or (ii) 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 Debtor's ownership of any such patent, trademark or copyright, its right to register the same, or to keep and maintain the

same during such fiscal quarter, except for (x) changes, (y) proceedings or (z) any other events affecting any U.S. federal patent, trademark or copyright application or registration that, in each case occur in the ordinary course of Debtor's business that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) In no event shall Debtor, 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 or the United States Copyright Office without informing the Bank of such action in advance or, within thirty (30) days of the end of each fiscal quarter of Debtor, providing the Bank with a report that is true and correct in all material respects, listing any such new U.S. federal patent, trademark or copyright applications filed during such fiscal quarter. Upon the request of the Bank, Debtor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Bank) to evidence the Bank's Lien on such patent, trademark or copyright relating thereto or represented thereby.

(c) Debtor 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 U.S. federal 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 in each case 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 Credit Agreement.

(d) In the event that to Debtor's knowledge, any of the Intellectual Property Collateral is to any material effect infringed upon, or misappropriated or diluted by a third party and Debtor has determined to take legal action against such third party, Debtor shall notify the Bank promptly after taking such action. Debtor 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 Collateral.

6. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement and the Loan Documents. Debtor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Loan Documents, 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 Agreement and the Credit Agreement, the provisions of the Credit Agreement shall govern and control.

7. EVENTS OF DEFAULT; REMEDIES.

(a) An Event of Default under the Credit Agreement shall be a default

hereunder.

(b) If an Event of Default exists, the Bank may pursue any or all of the Bank's remedies as set forth in the Credit Agreement.

8. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Debtor for liquidation or reorganization, should Debtor 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 Debtor'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 Secured 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 Secured 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 Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

9. 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 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 Credit Agreement.

10. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Debtor shall, at the request of the Bank, execute such other agreements, documents, or instruments in connection with this Agreement as the Bank may reasonably deem necessary. The Debtor hereby authorizes the Bank to file one or more financing statements and such other documents as the Bank may from time to time require to perfect or continue the perfection of the Bank's security interest in any of the Intellectual Property Collateral. The Debtor shall pay all fees and costs that the Bank may incur in preparing and filing such documents in public offices and in obtaining such record searches as the Bank may reasonably require.

(c) This Agreement shall be governed by and construed according to the laws of the State of California, without giving effect to conflicts of law principals.

(d) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by the applicable law in the State of California. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(e) All terms not defined herein or in the Credit Agreement are used as set forth in the Uniform Commercial Code enacted in the State of California.

(f) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Intellectual Property Collateral, or to preserve, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Intellectual Property Collateral, the Debtor agrees to pay immediately the costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services.

(g) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Debtor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

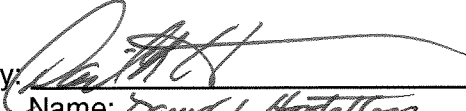
(h) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Secured Obligations or the Intellectual Property Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Intellectual Property Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Secured Obligations or the Intellectual Property Collateral not so assigned or transferred. All representations, warranties and agreements of the Debtor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Debtor.

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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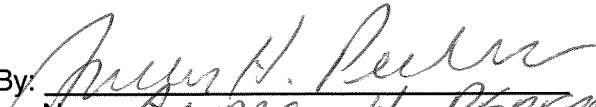


**SUN WORLD INTERNATIONAL LLC**, a Delaware  
limited liability company

By:   
Name: David G. Hesterton  
Title: CFO

ACCEPTED and ACKNOWLEDGED by:

**RABOBANK, N.A.**

By:   
Name: Andrew H. Peterson  
Title: VICE PRESIDENT

**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**

	<b>MARK</b>	<b>SERIAL #</b>
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

**SCHEDULE "VI"**  
**(Copyright Applications)**

None.