

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement pursuant to Capital Lease Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eurofresh, Inc.		03/25/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silver Point Finance, LLC, as collateral agent		
Street Address:	2 Greenwich Plaza		
Internal Address:	1st Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1679579	EUROFRESH	
Registration Number:	2969367	EUROFRESH FARMS	
Registration Number:	2969368	EURO FRESH FARMS	
Serial Number:	78423994	SWEET STAR	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5000		
Email:	jnici@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Rm. 4640		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	37754-04800		

CH \$115.00 1679579

NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	04/04/2008
Total Attachments: 8 source=IP Security Agreement under Capital Lease#page1.tif source=IP Security Agreement under Capital Lease#page2.tif source=IP Security Agreement under Capital Lease#page3.tif source=IP Security Agreement under Capital Lease#page4.tif source=IP Security Agreement under Capital Lease#page5.tif source=IP Security Agreement under Capital Lease#page6.tif source=IP Security Agreement under Capital Lease#page7.tif source=IP Security Agreement under Capital Lease#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 25, 2008 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of SILVER POINT FINANCE, LLC, a Delaware limited liability company, as collateral agent ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Lease Agreement (SP Eurofresh LLC), dated as of March 25, 2008 (the "Capital Lease"), between SP Eurofresh LLC, a Delaware limited liability company, as Lessor ("Secured Party"), and Eurofresh, Inc., a corporation organized under the laws of Delaware (the "Company"), as Lessee, Secured Party has agreed to lease the Facility to Company upon the terms and subject to the conditions set forth therein, and each Grantor has agreed to guarantee the Lessee's Obligations (as defined in the Capital Lease); and

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement, dated as of March 25, 2008, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Capital Lease, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Capital Lease, as applicable.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Party and grants to the Collateral Agent, for the benefit of the Secured Party, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, the registered Copyrights listed on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement,

misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those issued Patents and pending applications listed on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those registered Trademarks and applications for registration of Trademarks listed on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and 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. In the event of a conflict between this Intellectual Property Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Assignment. The Collateral Agent may from time to time assign the Secured Obligations, and its rights and remedies hereunder (i) to a successor Lessor under the Capital Lease, and (ii) as security for the obligations of the Collateral Agent (and its successors and assigns) to such Person's lenders, and any such successor shall be entitled to all of the rights and remedies of the Collateral Agent under this Agreement in relation thereto.

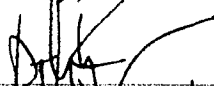
Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

EUROFRESH INC.

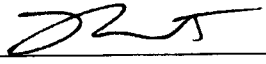
By: 
Name: Dwight Ferguson
Title: CEO

EUROFRESH PRODUCE LTD.

By: 
Name: Dwight Ferguson
Title: President

SIGNATURE PAGE TO CAPITAL LEASE INTELLECTUAL PROPERTY SECURITY AGREEMENT

SILVER POINT FINANCE, LLC,
as Collateral Agent

By: 
Name:
Title: Richard Petrilli
Authorized Signatory

SIGNATURE PAGE TO CAPITAL LEASE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 003752 FRAME: 0986

Schedule 1A
to
Intellectual Property Security Agreement

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. IP LICENSES

None.

Schedule 1B
to
Intellectual Property Security Agreement

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.

C. IP LICENSES

None.

Schedule 1C
to
Intellectual Property Security Agreement

A. REGISTERED TRADEMARKS

Trademark	Country	App. No./ Reg. No.
EUROFRESH	U.S.	1,679,579
EUROFRESH FARMS	U.S.	2,969,367
EUROFRESH FARMS	U.S.	2,969,368
SWEET STAR	U.S.	78/423,994
EUROFRESH FARMS and Design	Canada	121836500
EUROFRESH FARMS	Canada	TMA 642,120
EUROFRESH FARMS	Mexico	844102
EUROFRESH FARMS	Mexico	860138

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.