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
Lone Star Growers, L.P.		10/15/1998	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78392073	LONE STAR GROWERS

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2759.094
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/

OP $40.00 78392073

Date:	06/04/2008

Total Attachments: 7
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FIRST AMENDMENT TO PATENT, TRADEMARK AND LICENSE MORTGAGE

This First Amendment to Patent, Trademark and License Mortgage ("Amendment"), is made and entered into by and between Lone Star Growers, L.P., a Delaware limited partnership, with its chief executive office and principal place of business at 2575 Olive Hill Road, Fallbrook, California 92028 ("Mortgagor") and Bank of America, N.A., as a Lender and as Agent for the Lenders, with an office at 231 South LaSalle Street, Chicago, Illinois 60604 ("Mortgagee ").

RECITALS

A. Mortgagor and Mortgagee are parties to that certain Patent, Trademark and License Mortgage dated as of October 15, 1998 (the "Mortgage") pursuant to which Mortgagor granted security interests in certain patent, trademark and license assets to Mortgagee.

B. The parties desire to clarify the Mortgage as set forth in this Amendment.

AGREEMENT

1. **Section 2.** Section 2 of the Mortgage is hereby deleted and replaced with the following (any reference herein to "Unchanged" shall mean that the original language in the Mortgage is retained without any changes):

> 2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Obligations and all obligations under the Guaranty (the "Guaranty Obligations"), Mortgagor hereby grants a security interest in and pledges to Mortgagee, for its benefit and the ratable benefit of the Lenders, as and by way of a mortgage and security interest having priority over all other security interests, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:
>
> (i) [Unchanged.]
>
> (ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations and service mark registration applications, together with the goodwill symbolized thereby, including, without limitation, the trademarks, trade names, service marks, registrations and applications for registration listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, service marks and applications and

registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), together with the goodwill symbolized thereby, are sometimes hereinafter referred to individually as a "Trademark", and, collectively, as the "Trademarks"), provided however, no security interest shall be granted or enforced in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(iii) [Unchanged.]

(iv) [Unchanged.]

2. **Section 7.** Section 7 of the Mortgage is hereby deleted and replaced with the following:

7. Grant of License to Mortgagor. [RESERVED].

3. This Amendment is effective as of October 15,1998. All other terms and conditions in the Mortgage remain unchanged and in full force and effect until otherwise terminated or amended.

IN WITNESS WHEREOF, the parties have entered into this agreement effective as of the date first set forth above.

Lone Star Growers, L.P., a Delaware limited partnership:
By: _____
Title: Vice President & Chief Financial Officer
Date: _____

Bank of America, N.A.
By: _____
Title: Sandra J. Evans
Date: 9/14/07 Sr. Vice President

IN WITNESS WHEREOF, the parties have entered into this agreement effective as of the date first set forth above.

Lone Star Growers, L.P., a Delaware limited partnership:	Bank of America, N.A.
By: _____	By: _____
Title: Vice President & Chief Financial Officer	Title: _____
Date: 9/14/07	Date: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CA)

County of Riverside)

On Sept. , 2007 before me, Inez P. Diaz , Notary Public
(here insert name and title of the officer)

personally appeared Rodney Omps

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity , and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

INEZ P. DIAZ
COMM. # 1566047
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. APR. 1, 2009

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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STATE OF Illinois)
) SS
COUNTY OF Cook)

"OFFICIAL SEAL"
SHANNA S STREETER
COMMISSION EXPIRES 04/19/10

First Amendment to Patent, Trademark and License Mortgage was executed and acknowledged before me this 12th Day of September, 2007, by Sandra J. Evans, personally known to me to be the Senior Vice President of Bank of America, N.A., a national banking association, on behalf of such national banking association.

Shanna S. Streeter
Notary Public

My Commission expires:
4/19/2010

Signature Page to Acknowledgment Page re First Amendment to Patent, Trademark and License Mortgage (BOA)

EXHIBIT B

Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION/FILING DATE
Monarch Beauty	75/192,326	11/04/96
Lone Star Growers	78/392073	3/28/04