

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunrise Growers, Inc.		08/29/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sun SGF Produce Reserves, LLC		
Street Address:	5200 Town Center		
Internal Address:	Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2647976	SUNRISE GROWERS	
Registration Number:	3244050	SUNRISE GROWERS	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-2000		
Email:	ccasey@kirkland.com, csun@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive, Suite 5300		
Address Line 2:	c/o Chuan Sun		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	38233-359		
NAME OF SUBMITTER:	Chuan Sun		

CH \$65.00 2647976

Signature:	/Chuan Sun/
Date:	08/29/2008
Total Attachments: 5 source=Frozsun- Trademark Security Agreement (Sunrise Growers, Inc)#page1.tif source=Frozsun- Trademark Security Agreement (Sunrise Growers, Inc)#page2.tif source=Frozsun- Trademark Security Agreement (Sunrise Growers, Inc)#page3.tif source=Frozsun- Trademark Security Agreement (Sunrise Growers, Inc)#page4.tif source=Frozsun- Trademark Security Agreement (Sunrise Growers, Inc)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 29, 2008 ("Effective Date"), is made by SUNRISE GROWERS, INC. ("Grantor"), in favor of SUN SGF PRODUCE RESERVES, LLC, as Secured Party under the Security Agreement described below ("Secured Party").

WHEREAS, pursuant to that Senior Subordinated Secured Promissory Note dated as of August 29, 2008 by and among Grantor, Secured Party and certain other parties (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Senior Subordinated Note"), certain loans and credit facilities are to be made available to Grantor;

WHEREAS, in connection with the Senior Subordinated Note, Grantor and certain other parties have executed and delivered to Secured Party an Amended and Restated Security Agreement of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted a continuing security interest in the Collateral to the Secured Party;

WHEREAS, the Security Agreement is subordinate in the manner and to the extent set forth in that certain Subordination Agreement dated as of August 29, 2008 between the Secured Party and HARRIS BANK, N.A.

WHEREAS, as a condition precedent to the making of the loans and the establishment of the credit facilities under the Senior Subordinated Note, and in conjunction with the Security Agreement, Grantor is required to execute and deliver this Agreement;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Senior Subordinated Note (collectively, the "Finance Documents").

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Finance Documents, Grantor hereby pledges and assigns to the Secured Party (and its agents and designees), and hereby grants to the Secured Party (and its agents and designees), a continuing security interest in, all of Grantor's right, title and interest in the Trademarks (whether now or hereafter existing and whether now owned or hereafter acquired, including, without limitation, those items listed on Schedule A attached hereto).

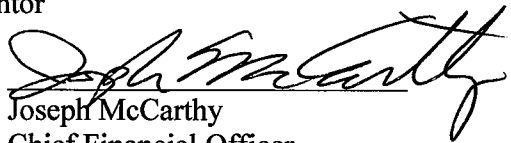
Section 3. Purpose and Acknowledgment. This Agreement has been executed and delivered by Grantor for the purpose of registering with the United States Patent and Trademark Office the grant of a security interest in the Finance Documents. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Finance Documents, the Finance Documents shall prevail.

Section 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the Effective Date.

SUNRISE GROWERS, INC.
as Grantor

By: 
Name: Joseph McCarthy
Title: Chief Financial Officer

SUN SGF PRODUCE RESERVES, LLC
as Security Party


By: _____
Name: Melissa Klafter
Title: Vice President

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the Effective Date.

SUNRISE GROWERS, INC.
as Grantor

By: _____
Name: Joseph McCarthy
Title: Chief Financial Officer

SUN SGF PRODUCE RESERVES, LLC
as Security Party

By: 
Name: Michael J. McConvery
Title: Vice President & Assistant Secretary

SCHEDULE A

TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
SUNRISE GROWERS and design	2,647,976	November 12, 2002
SUNRISE GROWERS	3,244,050	May 22, 2007