TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dole Packaged Foods, LLC		03/18/2009	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1093909	BIG VALLEY
Registration Number:	1120142	BIG VALLEY
Registration Number:	1093910	BIG VALLEY
Registration Number:	2508753	CUP-A-FRUIT
Registration Number:	0736515	FLAVORLAND
Registration Number:	0868465	FLAVOR LAND
Registration Number:	1595602	GLACIER BRAND

CH $190.00 1093909

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2:	Attn: Jean Paterson
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	932140
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	03/20/2009

Total Attachments: 6
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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of March 16, 2009, by Dole Packaged Foods, LLC (the "Pledgor") in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of March 28, 2003, amended and restated as of April 18, 2005 and further amended and restated as of April 12, 2006 (the "Term Credit Agreement") among DHM Holding Company, Inc., a Delaware corporation ("Holdings"), Dole Holding Company, LLC, a Delaware limited liability company ("Intermediate Holdco"), Dole Food Company, Inc., a Delaware corporation (the "U.S. Borrower"), Solvest, Ltd., a company organized under the laws of Bermuda (the "Bermuda Borrower" and, together with the U.S. Borrower, the "Borrowers"), the Lenders from time to time party thereto, Deutsche Bank AG New York Branch ("DBAG"), as Administrative Agent (in such capacity, the "Term Administrative Agent"), as Collateral Agent (in such capacity, the "Term Collateral Agent"), and (ii) that certain Credit Agreement dated as of April 12, 2006 (the "ABL Credit Agreement" and collectively with the Term Credit Agreement, the "Credit Agreements") among Holdings, Intermediate Holdco, the U.S. Borrower, the Lenders from time to time party thereto, DBAG, as Administrative Agent (in such capacity, the "ABL Administrative Agent" and collectively with the Term Administrative Agent, the "Administrative Agents"), as Collateral Agent (in such capacity, the "ABL Collateral Agent" and collectively with the Term Collateral Agent, the "Collateral Agents").

WHEREAS, the Pledgor is party to (i) that certain Security Agreement executed in connection with the Term Credit Agreement dated as of March 28, 2003, amended and restated as of April 12, 2006(the "Term Security Agreement") and (ii) that certain Security Agreement executed in connection with the ABL Credit Agreement dated as of April 12, 2006 (the "ABL Security Agreement" and collectively with the Term Security Agreement, the "Security Agreements"), each in favor of the Collateral Agents pursuant to which the Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, the Pledgor has acquired the additional Trademarks set forth on Schedule I attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and to the Trademark Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement and in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement or the Trademark Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

DOLE PACKAGED FOODS, LLC
as Pledgor

By: _____
Name: E. MICHAEL CARTER
Title: VP

[Signature Page to Supplemental Trademark Security Agreement—Dole Packaged Foods]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____
Name: William Frauen
Title: Managing Director

By: _____
Name: Eric Brook
Title: Managing Director

[Signature Page to Supplemental Trademark Security Agreement—Dole Packaged Foods]

SCHEDULE 1
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

REGISTRATION NUMBER	TRADEMARK
1093909	BIG VALLEY
1120142	BIG VALLEY
1093910	BIG VALLEY & DESIGN
2508753	CUP-A-FRUIT
0736515	FLAVORLAND
0868465	FLAVORLAND & DESIGN
1595602	GLACIER BRAND

Trademark Applications:

None.