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
Chiquita Brands L.L.C.		05/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
Fresh Express Incorporated		05/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent
Street Address:	245 Park Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State License Branch of a Dutch Banking Cooperatieve: NETHERLANDS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77608494	CHIQUITA CRUNCHY CARROT BITES
Serial Number:	77641493	CHIQUITA MINIS
Serial Number:	77641298	CHIQUITA MINIS
Registration Number:	3477665	CHIQUITA
Registration Number:	3455832	CHIQUITA GRAPE & APPLE BITES
Registration Number:	3446933	CHIQUITA GRAPE BITES
Registration Number:	3456905	CHIQUITA RED APPLE BITES
Registration Number:	3410222	CHIQUITA
Registration Number:	3428574	FRESH HEALTHY GOOD TO GO
Registration Number:	3557504	FRESH TASTES BEST
Registration Number:	3459734	FIND INSPIRATION IN EVERY BAG
Registration Number:	3406143	FORKSTICK

CH $465.00 77608494

Registration Number:	3482338	FRESH EXPRESS
Registration Number:	3482337	FRESH EXPRESS
Registration Number:	3428555	FRESH EXPRESS PROMISE
Registration Number:	3412236	GOURMET CAFE SALADS
Registration Number:	3451158	
Registration Number:	3406111	PACIFICA! VEGGIE SUPREME

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1903830
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/06/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of May 31, 2009 among CHIQUITA BRANDS L.L.C., a Delaware limited liability company (the "Company"), each other Person (as defined in the Security Agreement as defined below) which is listed on Schedule I as a grantor (hereinafter the Company and such other Persons are collectively referred to as the "Grantors" or individually referred to as a "Grantor") and COÖPERATIEVE CENTRALE RAIFFEISEN - BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as collateral agent (in such capacity, the "Collateral Agent") for itself and the other Secured Parties (as defined in the Credit Agreement as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, Chiquita Brands International, Inc., a New Jersey corporation ("CBII"), each of the Lenders party thereto from time to time, Rabobank, as Administrative Agent (in such capacity, the "Administrative Agent"), as Swing Line Lender, and as an L/C Issuer, and the other Persons party thereto, the Lenders are willing to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof.

B. The Administrative Agent has agreed to act as the Collateral Agent for the benefit of the Secured Parties in connection with the transactions contemplated by this Trademark Security Agreement.

C. In order to induce the Lenders to enter into the Credit Agreement and the other Credit Documents and to induce the Lenders to make financial accommodations to the Borrower as provided for in the Credit Agreement, the Obligors have agreed to execute and deliver this Trademark Security Agreement.

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, the Grantors hereby agree as follows:

ARTICLE I. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the Credit Agreement, as applicable.

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ARTICLE II. GRANT OF SECURITY INTEREST AND LIEN IN TRADEMARK COLLATERAL.

2.01 Each Grantor, in order to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations owed by such Grantor, hereby grants to the Collateral Agent, for the benefit of itself and the other Secured Parties, a continuing security interest and Lien in and right to set off against any and all right, title and interest of such Grantor in and to the following, whether now owned or owned, acquired or arising hereafter (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, and all Trademark Licenses to which it is a party, including those referred to opposite such Grantor's name on Schedule I hereto (provided that no security interest shall be granted in US 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);

(b) to the extent not included in the definition of "Trademarks" (as defined in the Security Agreement), all applications for registration, registrations, renewals, reissues or extensions of the foregoing or pertaining thereto;

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

(d) to the extent not otherwise included, all Proceeds and products of and from the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License or (iii) Trademark License royalties.

2.02 Anything contained in this Trademark Security Agreement to the contrary notwithstanding, the term "Trademark Collateral" shall not include any Trademark or Trademark License that is held by any Grantor, as a licensee, to the extent that: (a) as a result of the grant of a security interest or Lien therein, such Grantor's rights in or with respect to such asset would be forfeited or such Grantor would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law, including after giving full effect to Section 9-408 of the UCC; provided, however, that the term "Trademark Collateral" shall include (1) any and all Proceeds of such Trademarks and Trademark Licenses, and (2) such Trademarks and Trademark Licenses at any time that the restrictions in the license or other agreement are no longer effective or enforceable (including as a result of the exercise of an option to purchase or the repayment of the secured financing) or at any time that the applicable licensor or other applicable party's consent is obtained to the grant of a security interest and Lien in and to such Trademark or Trademark License in favor of Collateral Agent, for the benefit of the Secured Parties.

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2.03 Each Grantor and the Collateral Agent, on behalf of itself and the Secured Parties, hereby acknowledges and agrees that the security interest and Lien created hereby in the Trademark Collateral (i) constitutes continuing collateral security for all of the Secured Obligations of such Grantor, whether now existing or hereafter arising and (ii) is not to be construed as an assignment or sale of any Trademarks or Trademark Licenses. Notwithstanding anything contained in this Trademark Security Agreement, no Subsidiary of CBII shall be deemed to have granted by reason of this Trademark Security Agreement or any of the other Credit Documents any Lien on any of its property or assets to secure any liabilities or Secured Obligations of CBII.

ARTICLE III. APPOINTMENT OF COLLATERAL AGENT AS ATTORNEY-IN-FACT.

3.01 The Grantors hereby irrevocably constitute and appoint the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantors or in its name, from time to time, in the Collateral Agent's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

3.02 This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations remain outstanding or any Credit Document in respect of the Secured Obligations is in effect, and until all of the Commitments in respect of the Revolving Loan Facility, the Swing Line Sublimit, the Letter of Credit Sublimit and the Term Loan Facility shall have terminated. The Collateral Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Collateral Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Collateral Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct, as determined by a final non-appealable judgment of a court of competent jurisdiction. This power of attorney is conferred on the Collateral Agent solely to protect, preserve and realize upon its security interest and Lien in the Trademark Collateral.

ARTICLE IV. AGREEMENT BY GRANTORS NOT TO ASSIGN OR ENCUMBER ANY OF THE TRADEMARK COLLATERAL.

Except to the extent not prohibited in the Security Agreement or the Credit Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

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ARTICLE V. SECURITY AGREEMENT.

The rights, Liens and security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens and security interests granted to the Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark 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, the Security Agreement shall control.

ARTICLE VI. RECORDATION.

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, worldwide, record this Trademark Security Agreement.

ARTICLE VII. GOVERNING LAW; WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION; VENUE.

UNLESS OTHERWISE PROVIDED IN ANY CREDIT DOCUMENT, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PROVISIONS OF THE SECURITY AGREEMENT RELATING TO WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION, VENUE AND ARBITRATION ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[signature page follows]

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IN WITNESS WHEREOF, the Grantors have caused a counterpart of this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

CHIQUITA BRANDS L.L.C., as a Grantor

By: Michael B. Sims
Name: Michael B. Sims
Its: Vice President, Corporate Development and Treasurer

FRESH EXPRESS INCORPORATED, as a Grantor

By: Jeffrey M. Zalla
Name: Jeffrey M. Zalla
Its: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

COÖPERATIEVE CENTRALE RAIFFEISEN - BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as Collateral Agent

By: _____
Name: Brett Delfino
Title: Executive Director

By: _____
Name: Michael L. Laurie
Title: Executive Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Chiquita Brands L.L.C.	77/608494
	77/641493
	77/641298
	3,477,665
	3,455,832
	3,446,933
	3,456,905
	3,410,222
	3,428,574
	3,557,504
Fresh Express Incorporated	3,459,734
	3,406,143
	3,482,338
	3,482,337
	3,428,555
	3,412,236
	3,451,158
	3,406,111