

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
DEL MONTE FRESH PRODUCE INTERNATIONAL INC.		07/17/2009	CORPORATION: LIBERIA
DEL MONTE EUROPE LIMITED		07/17/2009	COMPANY: UNITED KINGDOM
DEL MONTE INTERNATIONAL, INC.		07/17/2009	CORPORATION: PANAMA
DEL MONTE FRESH PRODUCE N.A., INC.		07/17/2009	CORPORATION: FLORIDA
DEL MONTE FRESH PRODUCE (TEXAS) INC.		07/17/2009	CORPORATION: TEXAS
DEL MONTE FRESH PRODUCE COMPANY		07/17/2009	COMPANY: DELAWARE
WAFER LIMITED		07/17/2009	CORPORATION: GIBRALTAR
DEL MONTE FRESH PRODUCE (WEST COAST), INC.		07/17/2009	CORPORATION: DELAWARE
DEL MONTE FRESH PRODUCE (CHILE) S.A.		07/17/2009	CORPORATION: CHILE

RECEIVING PARTY DATA

Name:	COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as Administrative Agent
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State License Branch of a Dutch Banking Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2682271	GOLDEN RIPE
Registration Number:	2682269	GOLDEN RIPE

CH \$490.00 2682271

Registration Number:	2682270	GOLDEN RIPE
Registration Number:	2700728	PURPLE MOUNTAIN
Registration Number:	2713812	PURPLE MOUNTAIN
Registration Number:	2971174	GOLDEN RIPE
Registration Number:	2921069	GOLDEN RIPE
Registration Number:	3211966	HIGHLAND HONEY
Registration Number:	3066445	ROSY
Registration Number:	1538360	BEST OF THE WEST
Registration Number:	1540747	BEST OF THE WEST
Registration Number:	3091783	COUNTRY BEST
Registration Number:	0825391	COUNTRY BEST
Serial Number:	77455081	CRT
Registration Number:	3173875	ROSY
Registration Number:	2269891	UTC
Registration Number:	2366533	UTC
Registration Number:	2750874	UTC GOLD
Serial Number:	77648944	EAT HEALTHY. LIVE HEALTHY.

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	07/21/2009

Total Attachments: 61
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of July 17, 2009, by each of the parties listed on the signature pages hereof as pledgors (collectively, the "Pledgors," and each, a "Pledgor") and **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH**, as administrative agent (in such capacity, the "Administrative Agent") on behalf of the Secured Parties (as defined in the Credit Agreement defined below).

WITNESSETH:

WHEREAS, Fresh Del Monte Produce Inc., a Cayman Islands exempted limited liability company ("Fresh Produce"), certain Subsidiaries of Fresh Produce party thereto as "Borrowers," the Administrative Agent, and the various banks and other financial institutions party thereto from time to time are parties to that certain Amended and Restated Credit Agreement dated as of March 21, 2003 (such agreement, as amended, modified or supplemented prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, certain of the Pledgors executed and delivered that certain Intellectual Property Security Agreement dated as of March 21, 2003, in favor of Administrative Agent, on behalf of the Issuing Bank (as defined in the Existing Credit Agreement) and the Lenders (as defined therein) and that certain Intellectual Property Security Agreement dated as of November 10, 2004, in favor of Administrative Agent, on behalf of the Issuing Bank (as defined in the Existing Credit Agreement) and the Lenders (as defined therein) (such agreements, as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Intellectual Property Security Agreements");

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement of even date herewith, by and among Fresh Produce, and certain Subsidiaries of Fresh Produce party thereto as "Borrowers" (Fresh Produce and such Subsidiaries are referred to herein collectively as the "Borrowers" and each individually as a "Borrower"), the various banks and other financial institutions party thereto from time to time (the "Lenders"), and the Administrative Agent (as amended, modified, restated or supplemented from time to time, the "Credit Agreement"), the parties thereto have agreed to amend and restate the Existing Credit Agreement in its entirety as set forth in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to continue to make certain loans and other financial accommodations to, and the Issuing Bank has agreed to issue and maintain Letters of Credit for the account of, the Borrowers;

WHEREAS, each Pledgor will realize substantial direct and indirect benefits as a result of the making of loans and the continuance of other financial accommodations to the Borrowers pursuant to the Credit Agreement;

WHEREAS, the Lenders are willing to make loans and other financial accommodations to, and the Issuing Bank is willing to issue Letters of Credit on behalf of, the

Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement, in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations of the Loan Parties (all of the foregoing hereinafter referred to as the "Secured Obligations"); and

WHEREAS, each of the Pledgors and the Administrative Agent, for the benefit of the Secured Parties, intend that (a) the provisions of such Pledgor's Existing Intellectual Property Security Agreement be hereby superseded and replaced by the provisions hereof; and (b) by entering into and performing their respective obligations hereunder, this transaction shall not constitute a novation.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor and the Administrative Agent, for the benefit of the Secured Parties, hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of the Security Agreements. The Security Agreements executed by any Pledgor and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Pledgor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests (subject to any security interest granted to the Administrative Agent in connection with the Existing Credit Agreement or the prior Existing Credit Agreement (as defined in the Existing Credit Agreement)), with power of sale to the extent permitted by Applicable Law, all of each Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, trade names, registered trademarks, trademark applications, registered service marks

and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 3(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); provided, however, that no security interest shall be granted in any Trademark to the extent such Trademark would be rendered invalid, abandoned, void or unenforceable by reason of a security interest being granted in it hereunder; and provided further, that upon the termination for any reason whatsoever of such restriction on the granting of a security interest on such Trademark, the provisions of this Paragraph 3(a) shall be deemed to apply thereto automatically; and (ii) all proceeds of any and all of the foregoing;

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 3(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing;

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 3(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing; and

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether any Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the Trademark Licenses and all other license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Administrative Agent's rights under the

Credit Agreement to the extent the foregoing permit such use, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by any Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 3(d), the Licenses shall not include any license agreement in effect as of the date hereof (including the Trademark Licenses) with any person that is not an Affiliate of any Pledgor that by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 3(d) shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. No Pledgor shall, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, that is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, that would in any material respect adversely affect the validity or enforcement of the rights transferred to the Secured Parties under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

5. New Trademarks, Copyrights, Patents and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by any Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by any Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by any Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under that any Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by any Pledgor to any Person other than the Administrative Agent for the benefit of the Lenders and except as disclosed in the Credit Agreement. If, prior to the termination of this Agreement, any Pledgor shall obtain rights to or become entitled to the benefit of (i) any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) any new copyrights or copyright registrations, (iv) any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Paragraph 3 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses; provided; however, this Paragraph shall not apply to any right or benefit acquired after the date hereof that is subject to and encumbered by a pre-existing Lien, the terms of which preclude the pledging of any remaining interest, and provided further, that such Pledgor has used its reasonable best efforts to negotiate with such lienholder to allow the Secured Parties to receive a pledge of the remaining interest). Except in the case of new rights in unregistered copyrights, the Pledgors shall give to the Administrative Agent notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark

applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 3 above or under this Paragraph 5, (ii) by amending Schedule 2 to include any future patents and patent applications, that are Patents under Paragraph 3 above or under this Paragraph 5, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, that are Copyrights under Paragraph 3 above or under this Paragraph 5, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 3 above or under this Paragraph 5, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

6. Royalties. Each Pledgor hereby agrees that the use by the Administrative Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under Paragraph 14 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or any of the other Secured Parties to such Pledgor.

7. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Secured Obligations have been Paid In Full and the Commitments under the Credit Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Administrative Agent or the Lenders, or any of them, pursuant to this Agreement.

8. Duties of Each Pledgor.

(a) With respect to each trademark or service mark registration, trademark or service mark application and License relating to the right of any Pledgor to use the DEL MONTE name and the DEL MONTE shield design trademarks (including the Trademark Licenses), such Pledgor agrees to take all necessary steps, consistent with any obligation it may have under any Trademark License, including, with limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain such patent, trademark or service mark registration, License and Trademark License, and (ii) pursue each such trademark or service mark application now or hereafter included in the Collateral relating to the use of the DEL MONTE name and the DEL MONTE shield design trademarks, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of application for any permitted renewal or extension, the filing of affidavits under

Section 8 and 15 of the United States Trademark Act, and the participation in opposition, interference, reexamination, cancellation and infringement and misappropriation proceedings, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, and the payment of maintenance fees. Such Pledgor agrees to take corresponding steps with respect to each new or acquired trademark or service mark registration, trademark or service mark application or License relating to the use of the DEL MONTE name and the DEL MONTE shield design trademarks to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Pledgor. Such Pledgor shall not, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any trademark or service mark identified in Schedule 1 relating to the DEL MONTE name and the DEL MONTE shield design trademarks, or otherwise abandon any trademark or service mark identified in Schedule 1 relating to the DEL MONTE name and the DEL MONTE shield design trademarks. Further, such Pledgor shall not, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any other trademark or service mark, or abandon any pending application for any other trademark or service mark relating to the DEL MONTE name and the DEL MONTE shield design trademarks.

(b) Neither the Administrative Agent nor any other Lender shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Administrative Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgors and shall be added to the Secured Obligations secured hereby.

9. Indemnification by Each Pledgor. Each Pledgor hereby agrees to indemnify and hold harmless the Administrative Agent and the other Secured Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever that may be imposed on or asserted against the Administrative Agent or any of the other Secured Parties by a third party in connection with or relating to the Administrative Agent's or any of the other Secured Parties' exercise of rights of license, sale or transfer permitted hereunder with respect to any or all of the Trademarks, Patents, Copyrights or Licenses; unless with respect to any of the above, the Administrative Agent or any other Secured Party is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

10. The Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Administrative Agent shall commence any such suit, each Pledgor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Pledgors shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under

this Paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent, and directed to such Pledgor and specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or in a written instrument signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all officers and agents of the Administrative Agent designated by the Administrative Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in such Pledgor's or the Administrative Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey, license or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, in each case, other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained and then to the extent that such action would result in abandonment, invalidation or dedication to the public domain of the applicable Trademarks, Patents, Copyrights or Licenses. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or

any other Lender under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any relevant jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-610, Section 9-620 or other provisions of the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition.

15. Successors and Assigns. This Agreement shall be binding upon each Pledgor and their successors and assigns, and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of any Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed in New York.

17. Notices. All notices and other communications provided for hereunder shall be given in the form prescribed for notices in the Credit Agreement, and, if to the Administrative Agent or a Pledgor that is a Borrower, to such parties' address for notices set forth in the Credit Agreement, or, if to a Pledgor that is not a Borrower, to such parties' address for notice set forth in its Guaranty Agreement, and any notice so sent shall be deemed to be served as set forth in the Credit Agreement.

18. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of a counterpart hereof via facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

20. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Administrative Agent" shall be a reference to the Administrative Agent for the benefit of the Secured Parties, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Administrative Agent for the benefit of the Secured Parties.

21. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each Pledgor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between each Pledgor and the Administrative Agent.

22. Del Monte Europe License and Del Monte International Licenses. The Administrative Agent acknowledges that any rights under or interest in the Del Monte Europe License or the Del Monte International Licenses granted to the Administrative Agent under this Agreement are subject to the terms and conditions of such license agreements. Pledgors represent and warrant to the Administrative Agent that as of the date hereof the applicable Pledgors have provided written notice to Del Monte Corporation, as licensor under the Del Monte Europe License and the Del Monte International Licenses, of the grant of security interest in the Del Monte Europe License and the Del Monte International Licenses to the Administrative Agent under this Agreement as required under Section 2.5(a) of the Del Monte Europe License and Section 2.5(a) of the Del Monte International Licenses.


23. Replacement of Existing Intellectual Property Security Agreement. This Agreement is hereby accepted in replacement of the Existing Intellectual Property Security Agreement of each of the Pledgors, and such Existing Intellectual Property Security Agreements are hereby superseded by this Agreement, but such replacement and superseding shall not constitute a novation.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGORS:


DEL MONTE FRESH PRODUCE
INTERNATIONAL INC., a Liberian
corporation

By: 
Name: RICHARD CONTRERAS
Title: DIRECTOR

DEL MONTE EUROPE LIMITED, a English
limited company

By: 
Name: RICHARD CONTRERAS
Title: DIRECTOR

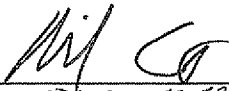
DEL MONTE INTERNATIONAL, INC., a
Panama corporation

By: 
Name: RICHARD CONTRERAS
Title: DIRECTOR


DEL MONTE FRESH PRODUCE N.A., INC., a
corporation organized under the laws of the
State of Florida

By: 
Name: RICHARD CONTRERAS
Title: SVP & CEO


DEL MONTE FRESH PRODUCE (TEXAS),
INC., a corporation organized under the laws
of the State of Texas

By: 
Name: RICHARD CONTRERAS
Title: SVP & CFO


DEL MONTE FRESH PRODUCE COMPANY,
a corporation organized under the laws of the
State of Delaware

By: 
Name: RICHARD CONTRERAS
Title: SVP & CFO

WAFER LIMITED, a corporation organized
under the laws of Gibraltar

By: 
Name: RICHARD COSTERAS
Title: ATTORNEY

DEL MONTE FRESH PRODUCE (WEST
COAST), INC., a corporation organized under the
laws of the State of Delaware


By: 
Name: RICHARD COSTELLO
Title: SVP & CFO

DEL MONTE FRESH PRODUCE (CHILE)
S.A., a corporation organized under the laws
of Chile

By: RM Co
Name: RICHARD CONTRERAS
Title: ATTORNEY

ADMINISTRATIVE AGENT:


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

By: 
Name: Brett Delfino
Title: Executive Director

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

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

By: 
Name: Brett Delfino
Title: Executive Director

By: 
Name: Betty H. Mills
Title: Executive Director

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE 1

DEL MONTE FRESH PRODUCE INTERNATIONAL INC.

Trademarks, Trade Names and Trademark Applications

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

	<u>Country</u>	<u>Trademark</u>	<u>Class #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Expiration</u>
5.	United States Of America	Goden Ripe (Stylized)	31	2682271	2/4/03	N/A
3.	United States Of America	Golden Ripe	31	2682269	2/4/03	N/A
4.	United States Of America	Golden Ripe	32	2682270	2/4/03	N/A
1.	United States Of America	Purple Mountain	31	2700728	3/25/03	N/A
2.	United States Of America	Purple Mountain	31	2713812	5/06/03	N/A
6.	United States Of America	Goden Ripe (Stylized)	29	2971174	7/19/05	N/A
7.	United States Of America	Golden Ripe (Stylized)	32	2921069	1/25/05	N/A
8.	United States Of America	Highland Honey	31	3211966	2/20/07	N/A
9.	United States Of America	Rosy	31	3066445	3/7/06	N/A
10.	Argentina	Fielder	31	1919183	3/21/03	N/A
11.	Argentina	Fielder	29	2036164	7/26/05	N/A
12.	Argentina	Fiedler And Design	29	2031794	6/16/05	N/A
13.	Argentina	Fiedler And Design	31	1919184	3/21/03	N/A
14.	Bulgaria	Highland Honey	31	58485	3/7/07	N/A
15.	Canada	Fielder	29, 31	490744	3/3/1998	N/A
16.	Canada	Fielder	29, 31	490745	3/3/1998	N/A
17.	Canada	Golden Ripe	29, 31, 32	575458	2/12/03	N/A
18.	Canada	Golden Ripe And Design	29, 31, 32	575482	2/12/03	N/A
19.	Canada	Mel-O-Vac	40	529543	6/20/00	N/A
20.	Canada	Purple Mountain And Design	31, 32	554278	11/22/01	N/A
21.	Canada	Purple Mountain And Design	29	554279	11/22/01	N/A
22.	China	Highland Honey Banana	31	4646598	5/21/08	N/A
23.	China	Tropical Sun	29	1474255	11/14/00	N/A
24.	China	Tropical Sun	32	1454712	10/7/00	N/A
25.	China	Tropical Sun	31	1506935	1/14/01	N/A
26.	Costa Rica	Purple Mountain And	32	121230	7/27/00	N/A

		Design				
27.	Costa Rica	Purple Mountain And Design	31	121229	7/27/00	N/A
28.	Costa Rica	Purple Mountain	29	121228	7/27/00	N/A
29.	European Community	Highland Honey	31	4255741	3/31/06	N/A
30.	European Community	Nature Made	29, 31, 32	6481022	9/17/08	N/A
31.	Guatemala	Fielder	32	131688	10/11/04	N/A
32.	Guatemala	Fielder	31	132158	10/1/04	N/A
33.	Guatemala	Fielder	29	128732	3/29/04	N/A
34.	Guatemala	Fielder And Design	29	128753	3/29/04	N/A
35.	Guatemala	Fielder And Design	32	133365	11/30/04	N/A
36.	Guatemala	Fielder And Design	31	128751	3/29/04	N/A
37.	Hong Kong	Highland Honey	31	300254358	7/21/14	N/A
38.	Hong Kong	Highland Honey (In Chinese Characters)	31	300531251	11/16/05	N/A
39.	Japan	Highland Honey	31	4843455	3/4/05	N/A
40.	Japan	Tropical Sun	29, 31, 32	4443365	1/5/01	N/A
41.	Norway	Fielder	31	198526	7/16/99	
42.	Norway	Fielder and design	31	198527	7/16/99	
43.	Philippines	Highland Honey	31	4-2004- 006816	10/1/05	N/A
44.	Republic Of Korea	Highland	31	40-0744135	4/18/08	N/A
45.	Republic Of Korea	Highland Honey	31	40-0730574	12/10/07	N/A
46.	Republic Of Korea	Highland Honey (In Korean Letters)	31	40-0679928	9/27/06	N/A
47.	Republic Of Korea	Tropical Sun	31, 32	484653	8/3/00	N/A
48.	Romania	Highland Honey	31	69344	5/5/05	N/A
49.	South Africa	Purple Mountain	31	2000/13875	2/18/05	N/A
50.	South Africa	Purple Mountain	29	2000/13874	2/18/05	N/A
51.	South Africa	Purple Mountain	32	2000/13876	2/18/05	N/A
52.	South Africa	Purple Mountain And Design	32	2000/13879	2/18/05	N/A
53.	South Africa	Purple Mountain And Design	31	2000/13878	2/18/05	N/A
54.	South Africa	Purple Mountain And Design	29	2000/13877	2/18/05	N/A
55.	Turkey	Highland Honey	31	17270/2005	5/5/05	N/A
56.	Australia	De L'Ora	29, 30,	1052693	1/30/06	N/A

			32			
57.	European Community	De L'Ora	29, 30, 32	4350864	3/21/05	N/A
58.	Hong Kong	De L'Ora	29, 30, 32	300410471	4/27/05	N/A
59.	New Zealand	De L'Ora	29, 30, 32	728738	4/27/05	N/A
60.	North Korea	De L'Ora	29, 30, 32	31335	3/23/05	N/A
61.	Singapore	De L'Ora	29	T05/04712C	3/31/05	N/A
62.	Singapore	De L'Ora	30	T05/04720D	3/31/05	N/A
63.	Singapore	De L'Ora	32	T05/04722J	3/31/05	N/A
64.	South Korea	De L'Ora	29, 30, 32	668170	6/28/06	N/A
65.	Thailand	De L'Ora	29	Kor243929	6/13/05	N/A
66.	Thailand	De L'Ora	30	Kor244965	6/13/05	N/A
67.	Thailand	De L'Ora	32	Kor244966	6/13/06	N/A
68.	United Kingdom	De L'Ora	29	1262726	3/18/1986	N/A
69.	United Kingdom	De L'Ora	29	1245894	7/11/1985	N/A
70.	United Kingdom	De L'Ora	29, 30, 32	2387558	3/21/05	N/A
71.	United Kingdom	De L'Ora	32	1108578	1/31/1979	N/A
72.	United Kingdom	De L'Ora Activ-8	32	1343355	5/4/1988	N/A
73.	Australia	De L'Ora Device	29, 30, 32	1080525	5/22/06	N/A
74.	North Korea	De L'Ora Device	29, 30, 32	32153	10/7/05	N/A
75.	South Korea	De L'Ora Device	29, 30, 32	682090	10/17/06	N/A
76.	Thailand	De L'Ora Device	29	Kor251331	10/14/05	N/A
77.	Hong Kong	De L'Ora Device (Series Of Two)	29, 30, 32	300511730	10/14/05	N/A
78.	New Zealand	De L'Ora Device (Series Of Two)	29, 30, 32	73691	10/10/05	N/A
79.	Singapore	De L'Ora Device (Series Of Two)	30	T05/21027Z	10/21/05	N/A
80.	Singapore	De L'Ora Device (Series Of Two)	32	T05/21031H	10/21/05	N/A
81.	Hong Kong	De L'Ora In Simple Chinese Script	29, 30, 32	300508086	10/8/05	N/A
82.	United Kingdom	Deuce	29	1221104	6/20/1984	N/A
83.	European Community	Energen	29, 30, 32	4850285	5/23/07	N/A
84.	United Kingdom	Energen	32	1043071	3/3/1975	N/A
85.	United Kingdom	Energen	32, 33	528632	1/16/1932	N/A

86.	United Kingdom	Energen 1-Cal	32	1041202	1/22/1975	N/A
87.	United Kingdom	Energenic	32	1114626	5/21/1979	N/A
88.	Community	Highland Honey [Also Appears In SCH 4.1, III.2.]	31	004255741	3/31/06	N/A
89.	United Kingdom	Just Juice	32	1374893	3/1/1989	N/A
90.	United Kingdom	Just Juice Logo	32	1374883	3/1/1989	N/A
91.	United Kingdom	Just Juice Logo And Device	32	1374885	3/1/1989	N/A
92.	United Kingdom	Love Fruit	29, 30, 31, 32	2456504	2/22/08	N/A
93.	United Kingdom	One Cal Logo And Device	32	1568383	4/13/1994	N/A
94.	United Kingdom	One Cal & Device	32	1175059	5/15/1982	N/A

II. Tradenames

None

III. Trademark Applications

	<u>Country</u>	<u>Trademark</u>	<u>Class #</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration Date</u>
1.	China	Highland Honey Banana (In Chinese Characters)	31	7375126	5/6/09	N/A
2.	United Kingdom	Love Fruit	29, 30, 31, 32	2506395	1/14/09	

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

SCHEDULE 1

DEL MONTE EUROPE LIMITED

Trademarks, Trade Names and Trademark Applications

(see attached)

I. Trademarks and registered trademarks are delineated by mark, country, and registration number as follows:

REGISTERED TRADEMARK SCHEDULE

<u>Registrant</u>	<u>Country</u>	<u>Trademark</u>	<u>International Class(es)</u>	<u>Registration N°</u>	<u>Registration Date</u>	<u>Renewal due</u>
Del Monte Europe Limited	Finland	Fruitburst	29, 30, 32	203943	31 Dec 1996	31 Dec 2016
Del Monte Europe Limited	Community	Finest Fruits Logo	29, 30, 32	3280054	16 Oct 2006	21 Jul 2013
Del Monte Europe Limited	Germany	Fruchten	29, 30	39625143	16 Oct 1996	30 Jun 2016
Del Monte Europe Limited	Community	Fruit Express	29, 30, 32	3265261	03 Jan 2005	10 Jul 2013
Del Monte Europe Limited	United Kingdom	Fruit Troop	29	1405354	24 Nov 1989	24 Nov 2016
Del Monte Europe Limited	United Kingdom	Fruit Troop	32	1375673	06 Mar 1989	06 Mar 2016
Del Monte Europe Limited	Denmark	Fruitburst	29, 30, 32	VR04988/1966	06 Sep 1996	06 Sep 2016
Del Monte Europe Limited	Ireland	Fruitburst	32	147642	12 Jul 1991	12 Jul 2018
Del Monte Europe Limited	Norway	Fruitburst	29, 30, 32	174030	06 Jun 1996	TBD
Del Monte Europe Limited	Sweden	Fruitburst	29, 30, 32	311132	04 Apr 1996	04 Apr 2016
Del Monte Europe Limited	United Kingdom	Fruitburst	29	1572803	20 May 1994	20 May 2011
Del Monte Europe Limited	United Kingdom	Fruitburst	30	1572804	20 May 1994	20 May 2011
Del Monte Europe Limited	United Kingdom	Fruitburst	32	1329873	16 Dec 1987	16 Dec 2014
Del Monte Europe Limited	Benelux	Fruitini	29	467545	10 Nov 1989	10 Nov 2009
Del Monte Europe Limited	Community	Fruitini	29, 30, 32	3262417	16 Oct 2007	10 Jul 2013
Del Monte Europe Limited	Denmark	Fruitini	29	01204/1991	22 Feb 1991	22 Feb 2011
Del Monte Europe Limited	France	Fruitini	29	1559975	14 Nov 1989	13 Nov 2009
Del Monte Europe Limited	Ireland	Fruitini	29	147641	12 Jul 1991	12 Jul 2018
Del Monte Europe Limited	Italy	Fruitini	29	890021	13 Aug 1991	16 Nov 2009

Del Monte Europe Limited	Norway	Fruitini	29	151896	27 Aug 1992	27 Aug 2012
Del Monte Europe Limited	Sweden	Fruitini	29	226948	04 Oct 1991	04 Oct 2011
Del Monte Europe Limited	Switzerland	Fruitini	29	382434	03 Jun 1991	13 Nov 2009
Del Monte Europe Limited	United Kingdom	Fruitini	29	1380181	18 Apr 1989	18 Apr 2016
Del Monte Europe Limited	United Kingdom	Fruitini	30	2053874	24 Jan 1996	24 Jan 2016
Del Monte Europe Limited	Community	Juice Bar	29, 30, 31, 32	5086863	06 Jun 2007	19 May 2016
Del Monte Europe Limited	United Kingdom	Juice Bar	32	2206407	20 Aug 1999	20 Aug 2009
Del Monte Europe Limited	United Kingdom	Juice Bar	32	2410615	09 Jan 2006	09 Jan 2016
Del Monte Europe Limited	Community	Just Fruits Device	29, 31, 32	1350966	01 Dec 2000	19 Oct 2009
Del Monte Europe Ltd	Norway	Just Juice Device	32	227547	14 Jul 2005	14 Jul 2015
Del Monte Europe Limited	Switzerland	Just Juice Device	32	531867	01 Jul 2004	01 Jul 2014
Del Monte Europe Limited	Community	Just Juice Logo	32	1158013	12 Feb 2002	30 Apr 2019
Del Monte Europe Limited	United Kingdom	Lin-Can	29	510530	20 Feb 1930	20 Feb 2010
Del Monte Europe Limited	United Kingdom	Lin-Can	29	533037	30 Jun 1932	30 Jun 2012
Del Monte Europe Limited	Italy	Bottle Mangiaebevi Barman	32	RM2008C0074 13	25 Oct 1989	TBD
Del Monte Europe Limited	Italy	Mangiaebevi	29, 31, 32	976814	03 Oct 2005	23 Aug 2011
Del Monte Europe Limited	Italy	Mangiaebevi Succo Vivo	32	977354	04 Oct 2005	14 Sep 2011
Del Monte Europe Limited	Community	Mangiaebevi Logo	30, 35, 42	002144897	24 May 2002	16 Mar 2011
Del Monte Europe Limited	Community	Mangiaebevi	30, 35, 42	001764281	29 Nov 2001	19 Jul 2010
Del Monte Europe Limited	International (Austria, Benelux, Germany, Spain, France, Portugal)	Bottle Mangiaebevi Barman	32	545694	25 Oct 1989	25 Oct 2009
Del Monte Europe Limited	United Kingdom	The Man From Says Yes	29, 30, 31, 32	2015175	22 Mar 1995	22 Mar 2015
Del Monte Europe Limited	United Kingdom	The Man From Says Yes To The Best	29, 30, 31, 32	2015165	22 Mar 1995	22 Mar 2015

II. Tradenames

None

III. Trademark Applications are delineated by mark, country class and application number as follows:

PENDING APPLICATIONS SCHEDULE

<u>Applicant</u>	<u>Mark</u>	<u>Country</u>	<u>International Class(es)</u>	<u>Application N°</u>	<u>Application Date</u>	<u>Renewal due</u>
Del Monte Europe Limited	Juice Bar	UAE	32	82641	09 Jul 2006	N/A

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications

None

SCHEDULE 1

DEL MONTE INTERNATIONAL, INC.

Trademarks, Trade Names and Trademark Applications

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

None

II. Tradenames

None

III. Trademark Applications

None

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

SCHEDULE 1

DEL MONTE FRESH PRODUCE N.A., INC.

Trademarks, Trade Names and Trademark Applications

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

	<u>Country</u>	<u>Trademark</u>	<u>Class #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Expiration</u>
1.	United States Of America	Best Of The West	31	1538360	5/9/89	n/a
2.	United States Of America	Best Of The West (And Design)	31	1540747	5/23/89	n/a
3.	United States Of America	Country Best	29	3091783	5/16/06	n/a
4.	United States Of America	Country Best	29	0825391	3/7/67	n/a
5.	Canada	Country Best	n/a	571660	12/4/02	n/a
6.	Canada	Country Best	n/a	152407	8/4/67	n/a
7.	Canada	Eat Healthy. Live Healthy.	31	1423548	12/19/08	n/a
8.	Canada	Mangez Sainement. Vivez Sainement.	31	1423045	12/24/08	n/a
9.	Canada	Purple Mountain	29	548266	7/17/01	n/a
10.	Canada	Purple Mountain	29, 31	490747	3/3/98	n/a
11.	Costa Rica	Purple Mountain	29	121227	7/27/00	n/a

II. Tradenames

None

III. Trademark Applications

	<u>Country</u>	<u>Trademark</u>	<u>Class #</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration Date</u>
1.	United States Of America	CRT	16, 22	77/455081	4/22/08	n/a
2.	United States Of America	Eat Healthy. Live Healthy.	29, 31	77/648944	1/14/09	n/a

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

SCHEDULE 1

DEL MONTE FRESH PRODUCE (TEXAS), INC.

Trademarks, Trade Names and Trademark Applications

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

None

II. Tradenames

None

III. Trademark Applications

None

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

SCHEDULE 1

DEL MONTE FRESH PRODUCE COMPANY

Trademarks, Trade Names and Trademark Applications

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

None

II. Tradenames

None

III. Trademark Applications

None

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

SCHEDULE 1

WAFER LIMITED

Trademarks, Trade Names and Trademark Applications

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

None

II. Tradenames

None

III. Trademark Applications

None

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

SCHEDULE 1

DEL MONTE FRESH PRODUCE (WEST COAST), INC.

Trademarks, Trade Names and Trademark Applications

(see attached)

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

	<u>Country</u>	<u>Trademark</u>	<u>Class #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Expiration</u>
1.	United States of America	Rosy	31	3066445	3/7/06	n/a
2.	United States of America	Rosy and design	29	3173875	11/21/06	n/a
3.	Brazil	Rosy	31	821926284	10/28/03	n/a
4.	Brazil	Rosy and design	31	821926292	1/27/09	n/a
5.	Brazil	Rosy and leaf design	31	826001173	6/2/09	n/a
6.	Chile	Rosy	31	617620	1/16/02	n/a
7.	Chile	Rosy and design	31	617621	1/16/02	n/a
8.	Ecuador	Rosy and design	31	3258-07	6/08/07	n/a
9.	Japan	Highland Honey (in Japanese characters)	31	4867779	5/27/05	n/a
10.	Japan	Rosy	31	4589327	7/26/02	n/a
11.	Japan	Rosy and design	31	4589328	7/26/02	n/a
12.	Republic of Korea	Rosy	31	477190	9/19/00	n/a
13.	Republic of Korea	Rosy and design	31	477189	9/19/00	n/a
14.	Singapore	Rosy	31	T99/07642D	7/21/99	n/a
15.	Singapore	Rosy and design	31	T99/07641F	6/6/00	n/a
16.	Uruguay	Rosy	31	314653	3/20/00	n/a
17.	Uruguay	Rosy and design	31	314654	2/16/00	n/a

II. Tradenames

None

III. Trademark Applications

None

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

SCHEDULE 1

DEL MONTE FRESH PRODUCE (CHILE) S.A.

Trademarks, Trade Names and Trademark Applications

I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:

	<u>Country</u>	<u>Trademark</u>	<u>Class #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Expiration</u>
1.	United States of America	UTC and design	31	2269891	8/10/99	n/a
2.	United States of America	UTC and design	29	2366533	7/11/00	n/a
3.	United States of America	UTC Gold	31	2750874	8/12/03	n/a
4.	Argentina	UTC	31	1868191	4/22/02	n/a
5.	Argentina	UTC	29	1868189	4/22/02	n/a
6.	Argentina	UTC and design	29	1868190	4/22/02	n/a
7.	Argentina	UTC and design	31	1868192	4/22/02	n/a
8.	Argentina	UTC	29, 31	842651	6/13/01	n/a
9.	Brazil	UTC	n/a	822027020	1/27/09	n/a
10.	Brazil	UTC	29	822027011	1/27/09	n/a
11.	Brazil	UTC and design	29	822027046	1/27/09	n/a
12.	Brazil	UTC and design	n/a	822027038	1/27/09	n/a
13.	Brazil	UTC Gold	31	826013406	10/30/03	n/a
14.	Canada	UTC	29, 31	589069	9/8/03	n/a
15.	Canada	UTC and design	29, 31	588789	9/4/03	n/a
16.	Chile	Design (apple)	35	693756	12/5/1983	n/a
17.	Chile	United Trade Company	31	693757	1/24/1984	n/a
18.	Chile	UTC	29, 31	624387	3/12/02	n/a
19.	Chile	UTC and design	29, 31	624386	3/12/02	n/a
20.	Chile	UTC United Trading Company and design	35	695257	12/5/1983	n/a
21.	China	UTC	31	1519206	2/7/01	n/a
22.	China	UTC	29	1522678	2/14/01	n/a
23.	China	UTC and design	n/a	1506925	1/14/01	n/a
24.	China	UTC and design	29	1510407	1/21/01	n/a
25.	Colombia	UTC	31	245359	8/17/01	n/a
26.	Colombia	UTC	29	257975	12/31/021	n/a
27.	Colombia	UTC and design	29	245360	8/17/01	n/a

28.	Colombia	UTC and design	31	246185	9/27/01	n/a
29.	Costa Rica	UTC	29	850/7978	3/14/01	n/a
30.	Costa Rica	UTC	31	852/7978	3/14/01	n/a
31.	Costa Rica	UTC and design	31	853/7978	3/14/01	n/a
32.	Costa Rica	UTC and design	29	851/7978	3/14/01	n/a
33.	Ecuador	UTC	31	10262/01	1/3/01	n/a
34.	Ecuador	UTC	29	10261/01	1/3/01	n/a
35.	Ecuador	UTC and design	31	10264/01	1/3/01	n/a
36.	Ecuador	UTC and design	29	10263/01	1/3/01	n/a
37.	European Community	UTC	29	1358399	11/24/00	n/a
38.	European Community	UTC and design	29	1360668	11/23/00	n/a
39.	European Community	UTC Gold	31	1939685	1/23/02	n/a
40.	Hong Kong	UTC	29, 31	2000B08886AA	6/28/00	n/a
41.	Hong Kong	UTC and design	31	2001B01660	2/14/01	n/a
42.	India	UTC and design	29	945852	10/26/05	n/a
43.	Japan	UTC	29, 31	4404403	7/28/00	n/a
44.	Japan	UTC and design	29	4411701	8/25/00	n/a
45.	Japan	UTC and design	31	4398277	7/7/00	n/a
46.	Malaysia	UTC		99/10992	3/30/02	n/a
47.	Malaysia	UTC	31	99/10993	3/30/02	n/a
48.	Malaysia	UTC and design	29	99/10990	11/3/1999	n/a
49.	Malaysia	UTC and design	31	99/10991	4/5/02	n/a
50.	Mexico	UTC	29	719329	10/29/01	n/a
51.	Mexico	UTC	31	762814	9/27/02	n/a
52.	Mexico	UTC and design	29	697320	4/30/01	n/a
53.	Mexico	UTC and design	31	872113	3/15/05	n/a
54.	Peru	UTC	29	68738	1/18/01	n/a
55.	Peru	UTC	31	68739	1/18/01	n/a
56.	Peru	UTC and design	29	65463	8/16/00	n/a
57.	Peru	UTC and design	31	69566	2/27/01	n/a
58.	Republic of Korea	UTC	29, 31	476486	9/4/00	n/a
59.	Republic of Korea	UTC and design	31	1727	9/19/00	n/a
60.	Republic of Korea	UTC and design	29	477192	9/19/00	n/a
61.	Singapore	UTC	31	T99/12396A	11/1/1999	n/a
62.	Singapore	UTC and design	31	T99/12398H	1/8/01	n/a
63.	Thailand	UTC and design	31	148226	11/22/01	n/a
64.	Thailand	UTC and design	31	148219	11/22/01	n/a

65.	Thailand	UTC and design	29	148959	12/3/01	n/a
66.	Uruguay	UTC	29, 31	315982	11/12/01	n/a
67.	Uruguay	UTC and design	31	315608	10/22/01	n/a
68.	Uruguay	UTC and design	29	315609	7/17/00	n/a
69.	Uruguay	UTC (MIXTA)	31, 32	326489	11/7/1990	n/a
70.	Venezuela	UTC	29	234696	11/19/00	n/a
71.	Venezuela	UTC	31	234695	11/19/01	n/a
72.	Venezuela	UTC and design	31	250554	4/12/04	n/a
73.	Venezuela	UTC and design	29	250555	4/12/04	n/a
74.	Singapore	UTC & Design	29	T99/12397Z	6/20/2001	n/a

II. Tradenames

None

III. Trademark Applications

None

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

SCHEDULE 2

DEL MONTE FRESH PRODUCE INTERNATIONAL INC.

Patents and Patent Applications

I. Patents

	<u>Description</u>	<u>Country</u>	<u>Patent #</u>	<u>Reg/Exp</u>	<u>Inventor</u>
1.	Pineapple Plant Named 'Honey Gold'	U.S.	PP16,328 P3	3/14/06 - 7/7/2023	Juan Luis Morales, Hans Sauter, & Thomas R. Young
2.	Pineapple Variety Protection For 'Honey Gold'	Mexico	0252	8/23/05 - 8/23/2023	Thomas R. Young, Hans Sauter & Juan Luis Morales

II. Patent Applications

	<u>Description</u>	<u>Country</u>	<u>Patent Application #</u>	<u>Filing Date</u>	<u>Inventor</u>
1.	Method For Maintaining Freshness Of Fruits And Vegetables	U.S.	11/919,449	04/25/2006	John Xiangrong Liu, Virginia Fraga, and Thomas R. Young
2.	Pineapple Variety 'Honey Gold'	Kenya	04-634 Provisional Protection Approved	05/05/2004	Juan Luis Morales, Hans Sauter, and Thomas R. Young
3.	Pineapple Variety 'Honey Gold'	Brazil	21806.000423/2005-47	06/09/2005	Juan Luis Morales, Hans Sauter, and Thomas R. Young
4.	Variedad Vegetal : 'HONEY GOLD' (Oro Dulce)	Guatemala	Pending PI-2004-003	02/26/2004	Juan Luis Morales, Hans Sauter, and Thomas R. Young
5.	Variedad De Pina Denominada 'Honey Gold'	Panama	Pending		Juan Luis Morales, Hans Sauter, and Thomas R. Young
6.	Pineapple Variety 'Honey Gold'	European Community	Pending 2004/1097	06/16/2004	Juan Luis Morales, Hans Sauter, and Thomas R. Young

SCHEDULE 2

DEL MONTE EUROPE LIMITED

Patents and Patent Applications

I. Patents

None

II. Patent Applications

None

SCHEDULE 2

DEL MONTE INTERNATIONAL, INC.

Patents and Patent Applications

I. Patents

None

II. Patent Applications

None

SCHEDULE 2

DEL MONTE FRESH PRODUCE N.A., INC.

Patents and Patent Applications

I. Patents

	<u>Description</u>	<u>Country</u>	<u>Patent #</u>	<u>Reg/Exp</u>	<u>Inventor</u>
1.	Pineapple Plant named "CO-2" Assigned by Oda & Williams to DMFPNA 8/23/93	U.S.	Plant 8,863	8/16/94 – 8/15/11	Calvin H. Oda & David D.F. Williams
2.	Method and Apparatus for Controlling the Ripening of Fresh Produce	Canada	1,311,648	12/22/92 – 12/22/09	William Wade
3.	Method and Apparatus for Controlling the Ripening of Fresh Produce	Canada	1,311,390	12/15/92 – 12/15/09	Michael Bianco

II. Patent Applications

None.

SCHEDULE 2

DEL MONTE FRESH PRODUCE (TEXAS), INC.

Patents and Patent Applications

I. Patents

None

II. Patent Applications

None

SCHEDULE 2

DEL MONTE FRESH PRODUCE COMPANY

Patents and Patent Applications

I. Patents

None

II. Patent Applications

	<u>Description</u>	<u>Country</u>	<u>Patent Application #</u>	<u>Filing Date</u>	<u>Inventor</u>
1.	Organogenic Transformation And Regeneration	U.S.	10536885	5/31/2005	Ebrahim Firoozabady
2.	Organogenic Transformation And Regeneration	PCT	PCT/U.S. 2003/038912	12/8/2003	Ebrahim Firoozabady
3.	Transgenic Pineapple Plants With Modified Carotenoid Levels And Methods Of Their Production	U.S.	10536888	5/31/2005	Thomas R. Young and Ebrahim Firoozabady
4.	Transgenic Pineapple Plants With Modified Carotenoid Levels And Methods Of Their Production	PCT	Pending	12/5/2003	Thomas R. Young and Ebrahim Firoozabady
5.	Plant Promoters, Terminators, Genes, Vectors and Related Transformed Plants	US	11918032	11/19/2007	Hsu-Ching Chen Wintz and Ebrahim Firoozabady

SCHEDULE 2

WAFER LIMITED

Patents and Patent Applications

I. Patents

None

II. Patent Applications

None

SCHEDULE 2

DEL MONTE FRESH PRODUCE (WEST COAST), INC.

Patents and Patent Applications

I. Patents

None

II. Patent Applications

None

SCHEDULE 2

DEL MONTE FRESH PRODUCE (CHILE) S.A.

Patents and Patent Applications

I. Patents

None

II. Patent Applications

None.

SCHEDULE 3

DEL MONTE FRESH PRODUCE INTERNATIONAL INC.

Copyrights

I. Copyrights

None

II. Copyrights Registrations

None

SCHEDULE 3

DEL MONTE EUROPE LIMITED

Copyrights

I. Copyrights

None

II. Copyrights Registrations

None

SCHEDULE 3

DEL MONTE INTERNATIONAL, INC.

Copyrights

I. Copyrights

None

II. Copyrights Registrations

None

SCHEDULE 3

DEL MONTE FRESH PRODUCE N.A., INC.

Copyrights

I. Copyrights

None

II. Copyrights Registrations

None

SCHEDULE 3

DEL MONTE FRESH PRODUCE (TEXAS), INC.

Copyrights

I. Copyrights

None

II. Copyrights Registrations

None

SCHEDULE 3

DEL MONTE FRESH PRODUCE COMPANY

Copyrights

I. Copyrights

1. www.freshdelmonte.com copyrighted by Del Monte Fresh Produce Company [not registered]
2. www.delmonteworld.com [not registered]
3. www.fruits.com [not registered]

II. Copyrights Registrations

None

SCHEDULE 3

WAFER LIMITED

Copyrights

I. Copyrights

None

II. Copyrights Registrations

None

SCHEDULE 3

DEL MONTE FRESH PRODUCE (WEST COAST), INC.

Copyrights

I. Copyrights

None

II. Copyrights Registrations

None

SCHEDULE 3

DEL MONTE FRESH PRODUCE (CHILE) S.A.

Copyrights

I. Copyrights

None

II. Copyrights Registrations

None

SCHEDULE 4

DEL MONTE FRESH PRODUCE INTERNATIONAL INC.

Licenses

I. Patent Licenses

None

II. Trademark Licenses

1. Amendment No. 1 to Direct Del Monte Corporation - DMFPI License Agreement effective as of October 12, 1992.
2. Agreement dated December 5, 1989 between Del Monte Corporation and Del Monte Fresh Fruit International, Inc. (DIRECT DMC - DMFFI LICENSE).
3. Sublicense Agreement dated December 5, 1989 between Wafer Limited and Del Monte Fresh Fruit International, Inc.
4. Assignment Agreement, dated December 1, 2004 between Del Monte International, Inc. and Del Monte Fresh Produce International Inc.
5. Assignment Agreement, dated December 1, 2004 between Del Monte Foods Limited n/k/a Del Monte Europe Limited and Del Monte Fresh Produce International Inc.

III. Copyright Licenses

None

SCHEDULE 4

DEL MONTE EUROPE LIMITED

Licenses

I. Patent Licenses

None

II. Trademark Licenses

1. Agreement, dated May 9, 1990 between Del Monte Corporation and Del Monte Foods Limited, n/k/a Del Monte Europe Limited.
2. Assignment Agreement, dated December 1, 2004 between Del Monte Foods Limited n/k/a Del Monte Europe Limited and Del Monte Fresh Produce International Inc.

3. Copyright Licenses

None

SCHEDULE 4

DEL MONTE INTERNATIONAL, INC.

Licenses

I. Patent Licenses

None

II. Trademark Licenses

1. Agreement, dated May 4, 1990 between Del Monte Corporation and Del Monte International, Inc.

2. License Agreement, dated May 9, 1990 between Del Monte Corporation and Del Monte International, Inc.

III. Copyright Licenses

None

SCHEDULE 4

DEL MONTE FRESH PRODUCE N.A., INC.

Licenses

I. Patent Licenses

None

II. Trademark Licenses

1. Agreement Sublicensing Use of Trademark dated December 20, 1996 between Del Monte Fresh Produce N.A., Inc and Del Monte Fresh Produce (Florida) Inc.

2. Assignment and Assumption Agreement dated December 20, 1996 between Del Monte Fresh Produce N.A., Inc and Del Monte Fresh Produce (Florida) Inc.

3. Amendment No. 1 to NAJ License Agreement effective as of October 12, 1992 between Del Monte Corporation and Del Monte Tropical Fruit Company, North America.

4. NAJ License Agreement dated December 5, 1989 between Del Monte Corporation and Del Monte Tropical Fruit Company, North America.

5. Assignment and Assumption Agreement dated 13th July 2009 between Del Monte Fresh Produce N.A., Inc. f/k/a Del Monte Tropical Fruit Company, North America and Del Monte Fresh Produce (Florida) Inc.

III. Copyright Licenses

None

SCHEDULE 4

DEL MONTE FRESH PRODUCE (TEXAS), INC.

Licenses

I. Patent Licenses

None

II. Trademark Licenses

None

III. Copyright Licenses

None

SCHEDULE 4

DEL MONTE FRESH PRODUCE COMPANY

Licenses

I. Patent Licenses

1.	Method For Controlling Banana Quality By Packing	PCT/U.S. 2007/019277	National Filings Due On 3/04/10	9/04/2007	Elizabeth Varriano-Marston
2.	Method For Controlling Banana And Plantain Quality By Packing	PCT/U.S. 2008/010209	National Filings Due On 2/28/11	8/28/2008	Elizabeth Varriano-Marston
3.	Metod Para Controlar La Calidad De Los Platanos A Traves Del Empaque	Chile	2614-2008	9/03/2008	Elizabeth Varriano-Marston
4.	Metod Para Controlar La Calidad De Los Platanos A Través Del Empaque	Chile	Pending	N/A	Elizabeth Varriano-Marston

II. Trademark Licenses

None

III. Copyright Licenses

None

SCHEDULE 4
WAFER LIMITED

Licenses

I. Patent Licenses

None

II. Trademark Licenses

1. *Del Monte Corporation v. Del Monte Fresh Produce*, Case No. 98 Civ. 4060 JSR, United States District Court Southern District of New York. .

2. Amendment No. 1 to Del Monte Corporation - Wafer License Agreement effective as of October 12, 1992 between Del Monte Corporation and Wafer Limited.

3. Agreement dated December 5, 1989 between Del Monte Corporation and Wafer Limited (DMC-WAFER LICENSE).

4. Amendment No. 1 to Del Monte Corporation - Wafer License Agreement in South Africa and Homelands effective as of October 12, 1992 between Del Monte Corporation and Wafer Limited.

5. Agreement dated December 5, 1989 between Del Monte Corporation and Wafer Limited (DMC-WAFER LICENSE IN SOUTH AFRICA AND HOMELANDS).

6. Amendment No. 1 to Wafer - DMFPI Sublicense Agreement effective as of October 12, 1992.

7. Sublicense Agreement dated December 5, 1989 between Wafer Limited and Del Monte Fresh Fruit International, Inc.

8. Amendment No. 2 To License Agreement, dated May 6, 2003 between Del Monte Corporation and Wafer Limited.

III. Copyright Licenses

None

SCHEDULE 4

DEL MONTE FRESH PRODUCE (WEST COAST), INC.

Licenses

I. Patent Licenses

None

II. Trademark Licenses

None

III. Copyright Licenses

None

SCHEDULE 4

DEL MONTE FRESH PRODUCE (CHILE) S.A.

Licenses

I. Patent Licenses

None

II. Trademark Licenses

None

III. Copyright Licenses

None