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
Dole Food Company, Inc.		09/25/2009	CORPORATION: DELAWARE

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: 10

Property Type	Number	Word Mark
Serial Number:	77746007	DOLE
Serial Number:	77780056	GELICIOUS
Serial Number:	77778796	SALAD GUIDE
Serial Number:	77775074	DOLE
Serial Number:	77690978	
Serial Number:	77773442	DOLE
Serial Number:	77773377	DOLE
Serial Number:	77772880	DOLE
Serial Number:	77770690	DOLE
Serial Number:	77707964	READY FRUIT

CH $265.00 77746007

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

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	09/25/2009

Total Attachments: 5
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Form **PTO-1594** (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Dole Food Company, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware corporation
☐ Other

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Deutsche Bank AG New York Branch, as
Internal Address: Collateral Agent
Street Address: 60 Wall Street
City: New York
State: NY
Country: USA Zip: 10005

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship German
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 09/25/2009

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE SCHEDULE A

B. Trademark Registration No.(s)
SEE SCHEDULE A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant
Internal Address:
Cahill Gordon & Reindel
Street Address: 80 Pine Street
City: New York
State: NY Zip: 10013
Phone Number: 212-701-3345
Fax Number: 212-378-2610
Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature:

James P. Murphy
Signature

09/25/2009
Date

JAMES P. MURPHY
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE RELATIVE RIGHTS AND REMEDIES OF THE COLLATERAL AGENT AND THE SECURED PARTIES HEREUNDER SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THE INTERCREDITOR AGREEMENT AT ANY TIME THE INTERCREDITOR AGREEMENT IS IN EFFECT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS HEREOF AND THE TERMS OF THE INTERCREDITOR AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL AT ANY TIME THE INTERCREDITOR AGREEMENT IS IN EFFECT.

SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dole Food Company, Inc., a Delaware corporation with principal offices at One Dole Drive, Westlake Village, California, (the "Grantor") hereby grants to U.S Bank National Association as Collateral Agent, with principal offices at 60 Livingston Avenue, St. Paul, Minnesota and to Deutsche Bank Trust Company Americas as Additional Pari Passu Agent, with principal offices at 60 Wall Street, 27th Floor - MS 2710, New York, New York (collectively, the "Grantees"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the Issue Date for infringement of any of the Marks or unfair competition regarding the same.

THIS SUPPLEMENTAL GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantees, dated as of March 18, 2009 (as further amended, modified, restated and/or supplemented from

time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantees shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Supplemental Grant.

This Supplemental Grant has been granted in conjunction with the security interest granted to the Grantees under the Security Agreement. The rights and remedies of the Grantees with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Grant as of the 25th day of September, 2009.

Very truly yours,
DOLE FOOD COMPANY, INC.
as Grantor

By: _____
Name: Beth Potillo
Title: Vice President and Treasurer

[Signature page to Supplemental Grant of Security Interests]

SCHEDULE A

Trademark Registrations:

None

Trademark Applications:

APPLICATION NUMBER	TRADEMARK
77/746007	DOLE
77/780056	GELICIOUS
77/778796	SALAD GUIDE
77/775074	DOLE
77/690978	Miscellaneous Design
77/773442	DOLE
77/773377	DOLE
77/772880	DOLE
77/770690	DOLE
77/746007	DOLE
77/707964	READY FRUIT