

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Point Finance, LLC		09/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Eurofresh, Inc.		
Street Address:	26050 South Eurofresh Avenue		
City:	Willcox		
State/Country:	ARIZONA		
Postal Code:	85643		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1679579	EUROFRESH	
Registration Number:	2969367	EUROFRESH FARMS	
Registration Number:	2969368	EURO FRESH FARMS	
Serial Number:	78409058	GARDEN FRESH FLAVOR	
Registration Number:	3027205	SWEET STAR	
Serial Number:	77009629	GARDEN FRESH SELECTIONS	
CORRESPONDENCE DATA			
Fax Number:	(213)629-5063		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	213-892-4653		
Email:	bharris@milbank.com		
Correspondent Name:	Benjamin Harris c/o Milbank		
Address Line 1:	601 S. Figueroa Street		
Address Line 2:	30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		

CH \$165.00 1679579

TRADEMARK

900170872

REEL: 004271 FRAME: 0353

ATTORNEY DOCKET NUMBER:	37754-04800
NAME OF SUBMITTER:	Benjamin Harris
Signature:	/Benjamin Harris/
Date:	09/02/2010
<p>Total Attachments: 6 source=Termination of Security Interest in Intellectual Property (2)#page1.tif source=Termination of Security Interest in Intellectual Property (2)#page2.tif source=Termination of Security Interest in Intellectual Property (2)#page3.tif source=Termination of Security Interest in Intellectual Property (2)#page4.tif source=Termination of Security Interest in Intellectual Property (2)#page5.tif source=Termination of Security Interest in Intellectual Property (2)#page6.tif</p>	

**TERMINATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS, under the terms of that certain Credit and Guaranty Agreement, dated as of November 18, 2009 (as amended, amended and restated, modified and supplemented and in effect on the date hereof, the "Credit Agreement"), among EUROFRESH, INC., a Delaware corporation (the "Borrower"), certain subsidiaries of the Borrower from time to time party thereto, as guarantors, the several lenders from time to time party thereto and SILVER POINT FINANCE, LLC, as collateral agent (in such capacity, the "Collateral Agent"), the Borrower entered into the Security Agreement dated as of even date therewith (the "Security Agreement") and the Intellectual Property Security Agreement dated as of even date therewith (the "IP Security Agreement"); and

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement the Collateral Agent, for itself and the lenders party to the Credit Agreement, holds security interests in the intellectual property of Borrower and all registrations and applications for registration of intellectual property, including the registrations and applications for registration identified in the attached Schedule A, incorporated herein by reference, together with all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and together with all of Assignee's rights to sue and recover for infringement thereof (collectively, the "IP Collateral"); and

WHEREAS, the Collateral Agent hereby acknowledges that the debt secured by the pledge of the IP Collateral under the terms and conditions set forth in the Security Agreement and IP Security Agreement has been paid in full, satisfied, released and discharged and the Collateral Agent hereby agrees to terminate its security interest in the IP Collateral.

[SIGNATURE PAGE FOLLOWS]

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release and terminate its security interest and lien in and to the IP Collateral, and reassigns any and all of its right, title, and interest in, to, and under the IP Collateral to Borrower.


Executed this 2nd day of September, 2010.

SILVER POINT FINANCE, LLC

By: 

Name:

Title:


Michael A. Gatto
Authorized Signatory

SCHEDULE A
TO
TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

COPYRIGHTS

A. REGISTERED COPYRIGHTS

None

B. COPYRIGHT APPLICATIONS

None

C. IP LICENSES

None.

PATENTS

A. REGISTERED PATENTS

None

B. PATENT APPLICATIONS

None

C. IP LICENSES

None.

TRADEMARKS

A. REGISTERED TRADEMARKS

Trademark Registrations and Applications:

The following trademarks are owned by Eurofresh, Inc.

Trademark	Country	App. No./ Reg. No.
EUROFRESH	U.S.	1,679,579
EUROFRESH FARMS	U.S.	2,969,367
EUROFRESH FARMS	U.S.	2,969,368
EUROFRESH FARMS and Design	Canada	TMA 662,766
EUROFRESH FARMS	Canada	TMA 642,120
EUROFRESH FARMS	Mexico	844102
EUROFRESH FARMS	Mexico	860138
GARDEN FRESH FLAVOR ¹	U.S.	S/N 78/409,058
SWEET STAR	U.S.	3027205
EUROFRESH FARMS ²	Canada	S/N 1215436
GARDEN FRESH FLAVOR and Design ³	Canada	S/N 1230954
EUROFRESH FARMS Design ⁴	Canada	S/N 1215439
GARDEN FRESH FLAVOR and Design	Mexico	S/N 684687
GARDEN FRESH SELECTIONS	U.S.	S/N 77/009,629

Material Unregistered Trademarks:

Brand Names: Vivaldi, Super Cherries, Sunrise Combo, and Sunset Combo.

Slogans and Taglines: Garden Fresh Flavor; America's Best Tasting Tomato.

Disclosure of a brand name, tagline or slogan herein shall not be construed as a representation with respect to materiality, or registrability or eligibility for protection under applicable trademark law, of such brand name, tagline or slogan.

Company Names:

Current names:

Eurofresh Holding Company, Inc.

Eurofresh Inc.

Eurofresh Produce Ltd.

Eurofresh Farms (trade name)

¹ Final refusal mailed by USPTO on 7/12/05. Abandoned.

² Abandoned.

³ Abandoned.

⁴ Abandoned.

Old names:

Eurofresh Ltd.

Bonita Nurseries Inc.

B. TRADEMARK APPLICATIONS

None

C. IP LICENSES

None