

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
CanGro Foods Inc.		12/06/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Collateral Agent		
Street Address:	40 King Street West, Suite 2500		
City:	Toronto, Canada		
State/Country:	ONTARIO		
Postal Code:	M5H 3Y2		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0655310	AYLMER	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.119		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		
Date:	12/08/2010		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of December, 2010, among CanGro Foods Inc., a corporation incorporated pursuant to the Canada Business Corporations Act ("Grantor"), and WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, in its capacity as collateral agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, CanGro Vegetables Inc., CanGro Fruit Inc. and CanGro Tomato Inc. (collectively with Grantor, the "Borrowers"), Cangro Holding, S.à.r.l., Agent and the lenders party thereto as "Lenders" ("Lenders"), the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Borrowers shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain General Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those trademarks referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest 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.

4. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor, provided Agent shall provide notice to Grantor of any such amendment. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

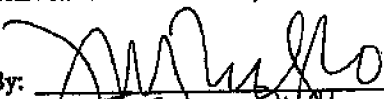
5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. **GOVERNING LAW.** This Trademark Security Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

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

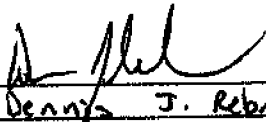
CANGRO FOODS INC., as Grantor

By: 
Name: Joseph R. Rina
Title: Chief Financial Officer

Signature page to U.S. Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA, as Collateral Agent**

By: 
Name: Dennis J. Reisman
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Application/ Registration No.
CanGro Foods Inc.	U.S.	AYLMER & Design	655310