

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Driscoll Strawberry Associates, Inc.		12/23/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	American AgCredit, PCA, as collateral agent
Street Address:	5560 South Broadway
City:	Eureka
State/Country:	CALIFORNIA
Postal Code:	95503
Entity Type:	an Association organized pursuant to Subchapter II of Chapter 23, United States Code Annotated: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2826322	BERRY VALLEY
Registration Number:	2123550	
Registration Number:	2165294	DRISCOLL'S
Registration Number:	2970613	DRISCOLL'S
Registration Number:	0822488	DRISCOLL'S
Registration Number:	1659992	DRISCOLL'S
Registration Number:	1412556	DRISCOLL'S
Registration Number:	1293128	DRISCOLL'S
Registration Number:	1174443	DSA
Registration Number:	2184150	SWEETBRIAR
Registration Number:	2961101	SWEETBRIAR BIO-SYSTEMS
Registration Number:	2116219	THE FINEST BERRIES IN THE WORLD
Registration Number:	3822554	PASADENA
Registration Number:	3819091	AMESTI

OP \$740.00 2826322

Serial Number:	85093254	
Serial Number:	85082405	DRISCOLL'S ONLY THE FINEST BERRIES
Serial Number:	85082387	ONLY THE FINEST BERRIES
Serial Number:	77766069	SUNSHINE RASPBERRIES
Serial Number:	85165096	DESOTO
Serial Number:	85165182	FORT BROOKE
Serial Number:	85165278	MONARCA
Serial Number:	85169076	MAGDALENA
Serial Number:	85169101	DEL REY
Serial Number:	85169121	ALAFIA
Serial Number:	85170443	TAKARA
Serial Number:	85173919	
Serial Number:	85173944	
Serial Number:	85173881	
Serial Number:	85173969	

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1448012-0011
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	12/23/2010

Total Attachments: 7
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, this Grant of Trademark Security Interest is executed and delivered by DRISCOLL STRAWBERRY ASSOCIATES, INC., a California corporation ("Grantor") as of December 23, 2010 pursuant to the Security Agreement, dated as of December 23, 2010 among Grantor, American AgCredit, PCA, as Collateral Agent, and the other grantors named therein (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"); and

WHEREAS, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral; and

WHEREAS, capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto)(collectively, the "Trademarks"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith. Notwithstanding the foregoing, any trademark applications filed in the U.S. Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark shall be excluded from the definition of Trademarks unless and until acceptable evidence of use of such trademark has been filed with the U.S. Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the

Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application. Such "intent-to-use" applications shall be automatically included within the definition of Trademarks, and subject to the Lien granted and deemed included in the Collateral pursuant to the Security Agreement, immediately upon the filing with the U.S. Patent and Trademark Office of a statement of use with respect to any such "intent-to-use" applications; and

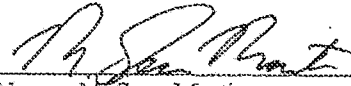
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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.

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

DRISCOLL STRAWBERRY ASSOCIATES,
INC., a California corporation

By: 
Name: M. Sean Martin
Title: Chief Financial Officer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademarks

UNITED STATES TRADEMARKS:

Registrations:

<u>Registered Owner</u>	<u>Trademark</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Driscoll Strawberry Associates, Inc.	BERRY VALLEY	cl. 31: fresh strawberries, raspberries, blueberries and blackberries	2,826,322	03/23/2004
Driscoll Strawberry Associates, Inc.	Half Strawberry Design	cl. 31: fresh strawberries	2,123,550	12/23/1997
Driscoll Strawberry Associates, Inc.	DRISCOLL'S	cl. 25: shirts, T-shirts, caps, hats, shorts, sweatshirts and pants	2,165,294	06/16/1998
Driscoll Strawberry Associates, Inc.	DRISCOLL'S	cl. 31: fresh strawberries, raspberries, blueberries, and blackberries	2,970,613	07/19/2005
Driscoll Strawberry Associates, Inc.	DRISCOLL'S	cl. 31: fresh strawberries	0,822,488	01/17/1967
Driscoll Strawberry Associates, Inc.	DRISCOLL'S & Triangle Strawberry Design	cl. 31: fresh strawberries	1,659,992	10/08/1991
Driscoll Strawberry Associates, Inc.	DRISCOLL'S (stylized)	cl. 31: fruits, namely fresh raspberries and fresh blackberries	1,412,556	10/07/1986
Driscoll Strawberry Associates,	DRISCOLL'S (stylized)	cl. 31: fresh fruit-namely, strawberries	1,293,128	09/04/1984

Grant of Trademark Security Interest

<u>Registered Owner</u>	<u>Trademark</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Inc.				
Driscoll Strawberry Associates, Inc.	DSA	cl. 31: fresh fruits-namely, berries	1,174,443	10/20/1981
Driscoll Strawberry Associates, Inc.	SWEETBRIAR	cl. 31: live berry plants; live predatory mites	2,184,150	08/25/1998
Driscoll Strawberry Associates, Inc.	SWEETBRIAR BIO-SYSTEMS & Design	cl. 31: live plants, live predatory mites	2,961,101	06/07/2005
Driscoll Strawberry Associates, Inc.	THE FINEST BERRIES IN THE WORLD	cl. 31: fresh strawberries, raspberries, blueberries and blackberries	2,116,219	11/25/1997
Driscoll Strawberry Associates, Inc.	PASADENA	cl. 31: fresh fruits; living fruit plants; unprocessed fruits	3,822,554	07/20/2010
Driscoll Strawberry Associates, Inc.	AMESTI	cl. 31: fresh fruits; live plants; living fruit plants; living plants; raw fruits	3,819,091	07/13/2010

Applications/Common law:

<u>Owner</u>	<u>Trademark</u>	<u>Trademark Description</u>	<u>Ser. No. Number</u>	<u>Application Date</u>
Driscoll Strawberry Associates, Inc.	Farmer w/Berries Design	cl. 31: fresh strawberries, raspberries, blackberries and blueberries	85/093,254	07/26/2010
Driscoll Strawberry Associates, Inc.	DRISCOLL'S ONLY THE FINEST BERRIES	cl. 31: fresh strawberries, raspberries, blackberries, and blueberries	85/082,405	07/12/2010

Grant of Trademark Security Interest

<u>Owner</u>	<u>Trademark</u>	<u>Trademark Description</u>	<u>Ser. No. Number</u>	<u>Application Date</u>
Driscoll Strawberry Associates, Inc.	ONLY THE FINEST BERRIES	cl. 31: fresh strawberries, raspberries, blackberries, and blueberries	85/082,387	07/12/2010
Driscoll Strawberry Associates, Inc.	SUNSHINE RASPBERRIES	cl. 31: fresh raspberries	77/766,069	06/23/2009
Driscoll Strawberry Associates, Inc.	DESOTO	cl. 31: fresh fruit; fresh fruits; live plants; living fruit plants; living plants; raw fruits; unprocessed fruits	85/165,096	10/29/10
Driscoll Strawberry Associates, Inc.	FORT BROOKE	cl. 31: fresh fruit; fresh fruits; live plants; living fruit plants; living plants; raw fruits; unprocessed fruits	85/165,182	10/29/10
Driscoll Strawberry Associates, Inc.	MONARCA	cl. 31: fresh fruit; fresh fruits; live plants; living fruit plants; living plants; raw fruits; unprocessed fruits	85/165,278	10/29/10
Driscoll Strawberry Associates, Inc.	MAGDALENA	cl. 31: fresh fruit; fresh fruits; live plants; living fruit plants; living plants; raw fruits; unprocessed fruits	85/169,076	11/4/10
Driscoll Strawberry Associates, Inc.	DEL REY	cl. 31: fresh fruit; fresh fruits; live plants; living fruit plants; living plants; raw fruits; unprocessed fruits	85/169,101	11/4/10

Grant of Trademark Security Interest

<u>Owner</u>	<u>Trademark</u>	<u>Trademark Description</u>	<u>Ser. No. Number</u>	<u>Application Date</u>
Driscoll Strawberry Associates, Inc.	ALAFIA	cl. 31: fresh fruit; fresh fruits; live plants; living fruit plants; living plants; raw fruits; unprocessed fruits	85/169,121	11/4/10
Driscoll Strawberry Associates, Inc.	TAKARA	cl. 31: fresh fruit; fresh fruits; live plants; living fruit plants; living plants; raw fruits; unprocessed fruits	85/170,443	11/5/10
Driscoll Strawberry Associates, Inc.	Blueberry Design	cl. 31: blueberries	85/173,919	11/10/2010
Driscoll Strawberry Associates, Inc.	Raspberry Design	cl. 31: raspberries	85/173,944	11/10/2010
Driscoll Strawberry Associates, Inc.	Blackberry Design	cl. 31: blackberries	85/173,881	11/10/2010
Driscoll Strawberry Associates, Inc.	Half Strawberry Design	cl. 31: strawberries	85/173,969	11/10/2010

Grant of Trademark Security Interest

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