

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release by Secured Party against Security Interest in Trademarks recorded on Reel 3844 Frame 0620 and on Reel 3844 Frame 0563

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun SGF Produce Reserves, LLC		06/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Frozsun, Inc.
Doing Business As:	DBA Frozsun Foods, Inc.
Street Address:	166 East La Jolla Street
City:	Placentia
State/Country:	CALIFORNIA
Postal Code:	92870
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2577313	FROZSUN FOODS INCORPORATED
Registration Number:	3005050	FROZSUN
Registration Number:	2647976	SUNRISE GROWERS
Registration Number:	3244050	SUNRISE GROWERS
Serial Number:	77257544	SUNRISE GROWERS PURE FRUIT SMOOTHIES
Serial Number:	77257475	STRAWBERRY BANANA SPLASH

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-862-2000
 Email: dgasiorowski@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 300 North LaSalle Street

900193275

**TRADEMARK
 REEL: 004552 FRAME: 0108**

CH \$165.00 2577313

Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	23131-2 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	06/01/2011

Total Attachments: 3
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release"), dated as of June 1, 2011, is made by Sun SGF Produce Reserves, LLC., a Delaware limited liability company, located at 5100 Town Center, Boca Raton, Florida 33486 (the "Secured Party"), in favor of Frozsun, Inc., d/b/a Frozsun Foods, Inc., a California corporation, located at 166 East La Jolla Street, Placentia, California 92870 (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Senior Subordinated Secured Promissory Note dated as of August 29, 2008 between Grantor and Secured Party (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Senior Subordinated Note"), and (ii) in connection with the Senior Subordinated Note, that certain Amended and Restated Security Agreement of August 29, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") between Grantor and Secured Party, granted to Secured Party continuing security interests in and continuing liens upon, all of Grantor's right, title and interest in, to and under certain assets of Obligor, including those trademark registrations and trademark applications set forth on Schedule A attached hereto (such trademark registrations and trademark applications and any ancillary rights and assets relating thereto, the "Trademark Collateral"), as collateral security for the payment and performance of certain obligations of Grantor to the Secured Party;

WHEREAS, pursuant to the Senior Subordinated Note, and the Security Agreement, Grantor was required to execute and deliver to the Secured Party that certain Notice of Grant of Security Interest in Trademarks dated August 29, 2008 ("First Trademark Agreement") and dated August 29, 2008 ("Second Trademark Agreement");

WHEREAS, the First Trademark Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office on August 29, 2008 at Reel 3844, Frame 0620 and the Second Trademark Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office on August 29, 2008 at Reel 3844 Frame 0563;

WHEREAS, Grantor has paid all of its outstanding obligations to the Secured Party; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its security interests in and liens upon all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Agent hereby terminates, releases and discharges any and all security interests and liens it has against the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A attached hereto, without representation, warranty or recourse of any kind or nature.

The Secured Party shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination and Release.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release as of the date first above written.

SUN SGF PRODUCE RESERVES, LLC

By: 
Name: Clarence Terry
Title: Vice President

SCHEDULE A

Trademark Registrations and Trademark Applications

TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
FROZSUN FOODS INCORPORATED	2577313	June 11, 2002
FROZSUN AND DESIGN	3005050	October 4, 2005
SUNRISE GROWERS AND DESIGN	2647976	November 12, 2002
SUNRISE GROWERS	3244050	May 22, 2007

TRADEMARK APPLICATIONS

TRADEMARK	APP. NO.	FILING DATE
SUNRISE GROWERS PURE FRUIT SMOOTHIES	77/257544	August 16, 2007
STRAWBERRY BANANA SPLASH	77/257475	August 16, 2007