TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ready Pac Produce, Inc.		09/30/2010	CORPORATION: CALIFORNIA
Salad Time, LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
OBIM Fresh-Cut Fruit Co., LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FSJC II, LLC
Street Address:	Two Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830-7153
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2321839	COOL CUTS
Registration Number:	2195954	ALL AMERICAN
Registration Number:	2035244	ALWAYS FRESH ALWAYS READY
Registration Number:	3175650	AMERICAN BLUE CHEESE
Registration Number:	1891239	AQUA PAC
Registration Number:	2664231	CLASSIC CRISP
Registration Number:	3074938	CRISP & HEARTY
Registration Number:	2556000	
Registration Number:	3102182	ENSALADA AL GUSTO
Registration Number:	3230991	FRUIT FAVORITES
Registration Number:	2636500	FRUIT FRENZY

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Registration Number:	2762496	FRUIT-GO-ROUND
Registration Number:	3412332	GARDEN SUPREME
Registration Number:	3132748	GRAND ASIAN
Registration Number:	3198746	GRAND PARISIAN
Registration Number:	3265840	GREENER CLASSICS
Registration Number:	2414764	LAFAYETTE
Registration Number:	3267626	MEDDLIN' MELONS
Registration Number:	2269616	NATURE'S SPECIALTIES
Registration Number:	1902211	NO TEARS
Registration Number:	2485183	
Registration Number:	3140430	PINEAPPLE BLUES QUARTET
Registration Number:	2718614	PORTOFINO
Registration Number:	1943229	READY FIXIN'S
Registration Number:	3636021	READY FOR YOU!
Registration Number:	2173981	READY PAC
Registration Number:	1925635	READY PAC
Registration Number:	3433202	READY PAC BISTRO
Registration Number:	1317157	READY PAC PRODUCE
Registration Number:	3146786	READY SNAX
Registration Number:	2362609	READY SWEET
Registration Number:	3262231	READY TO GO SALADS
Registration Number:	1987172	READY ZIP
Registration Number:	2480712	SALAD CONFETTI
Registration Number:	2986502	SEASONAL SENSATIONS
Registration Number:	3138032	SIMPLEMENTE LECHUGA
Registration Number:	3131086	SIMPLY LETTUCE
Registration Number:	3238384	SPINACH TEMPTATIONS
Registration Number:	3238386	SPINACH TEMPTATIONS
Serial Number:	78965851	SUMMER SPLASH
Registration Number:	2493482	WHEEL O' FRUIT
Registration Number:	2555313	FRUIT TRAY-BIEN

CORRESPONDENCE DATA

Fax Number: (212)294-4700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-294-4661

Email:	trademarkny@winston.com
Correspondent Name:	Sanjana Chopra, Esq.
Address Line 1:	200 Park Avenue
Address Line 2:	Winston & Strawn LLP
Address Line 4:	New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	086039.0003
NAME OF SUBMITTER:	Sanjana Chopra, Esq.
Signature:	/W&S/
Date:	07/08/2011

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 30th day of September, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **FSJC II, LLC**, in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Second Lien Term Loan Credit Agreement with Air-O Option℠ dated as of September 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Ready Pac Foods, Inc., a Delaware corporation ("Parent") and each of Parent's Subsidiaries signatory thereto (such Subsidiaries, together with any other Person at any time party thereto, as a Borrower, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, as a condition to the members of the Lender Group making the financial accommodations to Borrowers as provided for in the Credit Agreement, the Grantors executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of September 30, 2010 (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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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, each 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 Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such 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 FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. 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 pursuant to the Security Agreement. Each 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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.

6. 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations that, at such time, remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash

collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

GRANTORS:

READY PAC PRODUCE, INC.,
a California corporation

By: _____

Name: Michael Solomon
Title: President and CEO

SALAD TIME, LLC,
a Delaware limited liability company

By: _____

Name: Michael Solomon
Title: Chief Executive Officer

OBIM FRESH-CUT FRUIT CO., LLC,
a Delaware limited liability company

By: _____

Name: Michael Solomon
Title: President

IN WITNESS WHEREOF, each 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.

GRANTOR:

ACCEPTED AND ACKNOWLEDGED BY:

FSJC II, LLC,
a Delaware limited liability company,
as Agent

By: _____

Name: Stephen J. Czech

Title: Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. TRADEMARK REGISTRATIONS IN THE NAME OF SALAD TIME, LLC

Trademark	Class	Status	Application No.	Filing Date	Registration No.	Registration Date
COOL CUTS	29	Registered	75/677,800	8-Apr-1999	2,321,839	22-Feb-2000

CANADIAN TRADEMARK REGISTRATIONS IN THE NAME OF SALAD TIME, LLC

Trademark	Class	Status	Application No.	Filing Date	Registration No.	Registration Date
CAROTTES COOL CUT	29	Registered	801880	16-Jan-1996	TMA498964	20-Aug-1998
COOL CUT CARROTS	29	Registered	799978	15-Dec-1995	TMA500328	10-Sep-1998
COOL CUT CELERY	29	Registered	890468	16-Sep-1998	TMA533897	29-Sep-2000
COOL CUTS	29	Registered	1179195	27-May-2003	TMA623171	21-Oct-2004
CRIS P. SALADMANDER	29	Registered	894576	27-Oct-1998	TMA536800	07-Nov-2000
CRIS P. SALADMANDER & Design	29	Registered	897554	26-Nov-1998	TMA537816	28-Nov-2000

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS IN THE NAME OF READY PAC PRODUCE, INC.

Trademark	Class	Status	Application No.	Filing Date	Registration No.	Registration Date
ALL AMERICAN	29	Registered	75/384,720	04-Nov-1997	2195954	13-Oct-1998
ALWAYS FRESH ALWAYS READY	29	Registered	75/023,901	27-Nov-1995	2035244	04-Feb-1997
AMERICAN BLUE CHEESE	29	Registered	78/543,851	07-Jan-2005	3175650	21-Nov-2006
AQUA PAC	29	Registered	74/502,412	21-Mar-1994	1891239	25-Apr-1995

CLASSIC CRISP	29	Registered	76/180,186	13-Dec-2000	2664231	17-Dec-2002
CRISP & HEARTY	29	Registered	78/543,062	06-Jan-2005	3074938	28-Mar-2006
DIAMOND & BAND (logo only)	29	Registered	76/302,696	21-Aug-2001	2556000	02-Apr-2002
ENSALADA AL GUSTO	29	Registered	78/549,891	19-Jan-2005	3102182	06-Jun-2006
FRUIT FAVORITES	29	Registered	78/584,399	10-Mar-2005	3230991	17-Apr-2007
FRUIT FRENZY	31	Registered	76/069,960	14-Jun-2000	2636500	15-Oct-2002
FRUIT-GO-ROUND	29	Registered	76/322,175	05-Oct-2001	2762496	09-Sep-2003
GARDEN SUPREME & Design	29	Registered	77/086,354	19-Jan-2007	3412332	15-Apr-2008
GRAND ASIAN	29	Registered	78/709,267	08-Sep-2005	3132748	22-Aug-2006
GRAND PARISIAN	29	Registered	78/835,729	13-Mar-2006	3198746	16-Jan-2007
GREENER CLASSICS	29	Registered	78/543,039	06-Jan-2005	3265840	17-Jul-2007
LAFAYETTE	29	Registered	75/769,704	06-Aug-1999	2414764	19-Dec-2000
MEDDLIN' MELONS	29	Registered	77/050,966	27-Nov-2006	3267626	24-Jul-2007
NATURE'S SPECIALTIES	31	Registered	75/327,681	21-Jul-1997	2269616	10-Aug-1999
NO TEARS	29	Registered	74/381,125	19-Apr-1993	1902211	27-Jun-1995
ORGANIC WORLD LEAF (logo only)	29	Registered	76/123,987	07-Sep-2000	2485183	04-Sep-2001
PINEAPPLE BLUES QUARTET	29	Registered	78/584,444	10-Mar-2005	3140430	05-Sep-2006
PORTOFINO	29	Registered	76/292,049	30-Jul-2001	2718614	27-May-2003
READY FIXIN'S	29	Registered	74/511,316	11-Apr-1994	1943229	19-Dec-1995
READY FOR YOU!	29	Registered	77/275,394	10-Sep-2007	3636021	09-Jun-2009
READY PAC (& design)	29	Registered	75/261,392	21-Mar-1997	2173981	14-Jul-1998
READY PAC	29	Registered	74/556,310	02-Aug-1994	1925635	10-Oct-1995
READY PAC BISTRO	29	Registered	78/881,749	11-May-2006	3433202	20-May-2008
READY PAC PRODUCE	29	Registered	73/436,476	27-Jul-1983	1317157	29-Jan-1985
READY SNAX	29	Registered	78/562,509	08-Feb-2005	3146786	19-Sep-2006
READY SWEET	29	Registered	75/296,981	23-May-1997	2362609	27-Jun-2000
READY TO GO SALADS	29	Registered	78/543,096	06-Jan-2005	3262231	10-Jul-2007
READY ZIP	16	Registered	74/711,103	04-Aug-1995	1987172	16-Jul-1996

SALAD CONFETTI	29	Registered	75/794,301	08-Sep-1999	2480712	21-Aug-2001
SEASONAL SENSATIONS	31	Registered	78/384,157	15-Mar-2004	2986502	16-Aug-2005
SIMPLEMENTE LECHUGA	29	Registered	78/549,900	19-Jan-2005	3138032	05-Sep-2006
SIMPLY LETTUCE	29	Registered	78/543,051	06-Jan-2005	3131086	15-Aug-2006
SPINACH TEMPTATIONS	29	Registered	78/765,407	02-Dec-2005	3238384	01-May-2007
SPINACH TEMPTATIONS & Design	29	Registered	78/767,620	06-Dec-2005	3238386	01-May-2007
SUMMER SPLASH	29	Pending	78/965,851	01-Sep-2006		
WHEEL O' FRUIT	29	Registered	75/880,989	27-Dec-1999	2493482	25-Sep-2001

CANADIAN TRADEMARK REGISTRATIONS IN THE NAME OF READY PAC PRODUCE, INC.

Trademark	Class	Status	Application No.	Filing Date	Registration No.	Registration Date
ALWAYS FRESH ALWAYS READY	29	Registered	863270	05-Dec-1997	TMA513,901	04-Aug-1999
FRUIT FRENZY	31	Registered	1323482	08-Nov-2006	710321	27-Mar-2008
GARDEN SUPREME & Design	29	Registered	1349070	28-May-2007	TMA729,133	21-Nov-2008
GRAND ASIAN	29	Registered	1323317	07-Nov-2006	TMA702,643	07-Dec-2007
GRAND PARISIAN	29	Registered	1299596	28-Apr-2006	TMA697,964	05-Oct-2007
MEDDLIN' MELONS	29	Registered	1324258	15-Nov-2006	TMA704,134	08-Jan-2008
READY FOR YOU!	29	Pending	1363851	17-Sep-2007		
READY PAC & Design	29	Registered	863272	05-Dec-1997	TMA510,093	26-Mar-1999
READY PAC	29	Registered	863271	05-Dec-1997	TMA510,198	29-Mar-1999
READY PAC BISTRO	29	Registered	1302613	24-May-2006	746535	31-Aug-2009
READY SNAX	29	Registered	1304762	08-Jun-2006	692730	24-Jul-2007
READY ZIP & Design	16	Registered	878634	19-May-1998	TMA614,487	09-Jul-2004
READY ZIP	16	Registered	878636	19-May-1998	TMA614,448	08-Jul-2004
SPINACH TEMPTATIONS & Design	29	Registered	1282647	12-Dec-2005	TMA703,425	18-Dec-2007

SPINACH TEMPTATIONS	29	Registered	1282305	08-Dec-2005	TMA703,598	19-Dec-2007
SUMMER SPLASH	29	Registered	1314768	29-Aug-2006	723251	09-Sep-2008

MEXICAN TRADEMARK REGISTRATIONS AND APPLICATIONS IN THE NAME OF READY PAC PRODUCE, INC.

Trademark	Class	Status	Application No.	Filing Date	Registration No.	Registration Date
ALWAYS FRESH, ALWAYS READY.	29	Registered	32478	17-Oct-2005	41676	16-Mar-2007
COOL CUTS	29	Registered	795577	21-Jul-2006	1009755	31-Oct-2007
CRIS P. SALADMANDER	29	Registered	795578	21-Jul-2006	947285	31-Jul-2006
GARDEN SUPREME & Design	29	Registered	831806	24-Jan-2007	981840	24-Apr-2007
READY BISTRO	29	Registered	742522	30-Sep-2005	961593	17-Nov-2006
READY PAC	30	Registered	762166	25-Jan-2006	919495	15-Feb-2006
READY PAC	29	Pending	745287	17-Oct-2005		
READY PAC BISTRO	29	Registered	780077	28-Apr-2006	957564	13-Oct-2006
READY PAC ORGANIC	29	Pending	1080003	08-Apr-2010		
SPINACH TEMPTATIONS & Design	29	Registered	755614	09-Dec-2005	923136	28-Feb-2006
SPINACH TEMPTATIONS	29	Registered	754686	06-Dec-2005	914945	20-Dec-2005

U.S. TRADEMARK REGISTRATIONS IN THE NAME OF OBIM FRESH-CUT FRUIT CO., LLC

Trademark	Class	Status	Application No.	Filing Date	Registration No.	Registration Date
FRUIT TRAY-BIEN	29	Registered	76/126,838	11-Sep-2000	2555313	02-Apr-2002

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

1. Trademark License Agreement by and between OBIM Fresh Cut Fruit Co. LLC and Ready Pac Produce, Inc. licensing Ready Pac Produce, Inc.'s name, logo and other trademarks.

2. Trademark License Agreement made as of November 2, 1996, by and between Ready Pac Florence Partnership and Ready Pac Produce, Inc. licensing Ready Pac Produce, Inc.'s name and logo.[1]

3. Agreement between Ready Pac Foods, Inc. and Ready Pac Produce, Inc. allowing use of Ready Pac Produce, Inc's name and logo. [2]

4. Technology License Agreement by and among Ready Pac Produce, Inc., Ready Pac Florence Partnership, Salad Time, LLC and OBIM Fresh-Cut Fruit Co., LLC dated as of March 9, 2000 licensing the OBIM fruit technology.

5. Amended Technology License Agreement by and among Ready Pac Produce, Inc., Ready Pac Florence Partnership, Salad Time, LLC and OBIM Fresh-cut Fruit Co., LLC dated as of 22nd day of June, 2005 licensing the OBIM fruit technology.

6. Technology Sublicense Agreement No. 1 by and among Ready Pac Produce, Inc., Ready Pac Florence partnership and Missa Bay Citrus Company dated May 18, 2001 and Amendment, dated May 17, 2004 sublicensing the OBIM fruit technology to Missa Bay.

7. Technology License Agreement by and between Missa Bay, LLC and Ready Pac Produce, Inc. and Ready Pac Florence Partnership, licensing Missa Bay technology.

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[1] The Credit Parties were unable to locate these agreements.

8. Agreement, effective as of the 31st day of March 2004, between Valu Media Ventures, LLC and Ready Pac Produce, Inc. and Ready Pac Florence Partnership, licensing Valu Media's banner licensing patent.

9. License Agreement effective as of 5th of April, 2008, between O Organics LLC and Ready Pac Produce, Inc., authorizing Ready Pac to sell certain products, as amended by Amendment No. 1 to License Agreement effective June 18, 2009.

10. License Agreement dated as of July 18, 2008, between Eating Right LLC and Ready Pac Produce, Inc., authorizing Ready Pac to sell certain products, as amended by Amendment No. 1 to License Agreement effective June 18, 2009.

11. License Agreement effective as of 21st of May, 2009, between B. Smith Group Licensing Corp. and Ready Pac Foods Inc., authorizing Missa Bay, LLC, to license certain products.

12. There are other trademark, technology and other license arrangements that exist between and among certain of the Credit Parties.