

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wholesale Produce Supply, LLC		11/03/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4037770	HARVEST CRISP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)340-8856		
<b>Phone:</b>	612-492-6842		
<b>Email:</b>	cadwell.jeffrey@dorsey.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Jeffrey R. Cadwell		
<b>Address Line 1:</b>	Dorsey & Whitney, LLP		
<b>Address Line 2:</b>	50 South Sixth Street, Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	M230254		
<b>NAME OF SUBMITTER:</b>	Jeffrey R. Cadwell		
<b>Signature:</b>	/Jeffrey R. Cadwell/		

CH \$40.00 4037770

900206983

**TRADEMARK**  
 REEL: 004660 FRAME: 0179

Date:

11/11/2011

**Total Attachments: 3**

source=Confirmatory Grant of Security Interest in Trademarks Executed-v1#page1.tif

source=Confirmatory Grant of Security Interest in Trademarks Executed-v1#page2.tif

source=Confirmatory Grant of Security Interest in Trademarks Executed-v1#page3.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 3, 2011, by and from WHOLESAL PRODUCE SUPPLY, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders, and the Grantee have entered into a Credit Agreement dated concurrently herewith (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor, certain affiliates of the Grantor, the Lenders, and the Grantee have entered into a Pledge and Security Agreement and Irrevocable Proxy, dated as of November 3, 2011, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

WHOLESALE PRODUCE SUPPLY, LLC

By: CPlutowski  
Name: Christine Plutowski  
Title: Secretary and Treasurer

---

Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 004660 FRAME: 0182**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

---

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>
<b>HARVEST CRISP</b>	4,037,770	October 11, 2011	United States

*Exhibit A*