

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sunshine Raisin Corporation		01/12/2012	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Fresno-Madera Production Credit Association
<b>Street Address:</b>	4635 W. Spruce
<b>City:</b>	Fresno
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93722
<b>Entity Type:</b>	corporation under Farm Credit Act of 1971: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	0914094	CHAMPION
Registration Number:	0996879	CHAMPION
Registration Number:	1190845	CHAMPION
Registration Number:	1615050	TASTE THE BEST
Registration Number:	1792766	CHAMPION
Registration Number:	1990303	CHAMPION
Registration Number:	2904279	BONNER
Registration Number:	3807964	MEXI MOLÉ
Registration Number:	3848590	SOUR-LICIOUS
Registration Number:	3865779	RAISELS
Registration Number:	4013364	SUNSHINE VINEYARDS
Registration Number:	4013365	CHAMPION VINEYARDS
Serial Number:	77465939	CHAMPION ANTIOXIDANT BOOSTER PACK
Serial Number:	77508101	CHAMPION ANTIOXIDANT BOOSTER PACK

OP \$440.00 0914094

Serial Number:	85132365	SAFARI RAISINS
Serial Number:	85385271	CHAMPION
Serial Number:	85385276	CHAMPION DRIED FRUIT

**CORRESPONDENCE DATA**

Fax Number: (559)228-6727

Phone: 559-228-6700

Email: vjs@lrplaw.net

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Victoria Salisch, Lang Richert & Patch

Address Line 1: 5200 N. Palm Avenue, Suite 401

Address Line 4: Fresno, CALIFORNIA 93704

NAME OF SUBMITTER:	Victoria J. Salisch
Signature:	/Victoria J. Salisch/
Date:	01/23/2012

**Total Attachments: 11**

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## SUPPLEMENTAL AND RESTATED TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12<sup>th</sup> day of January, 2012, by and among the Grantor listed on the signature pages hereof ("Grantor") (\*further defined below), and Fresno-Madera Production Credit Association, a corporation existing and operating under the Farm Credit Act of 1971, As Amended ("Lender").

### WITNESSETH:

A. On April 13, 2010, Sunshine Raisin Corporation ("Borrower", "Grantor" or "Sunshine") and Lender entered into a Master Loan Agreement and Supplemental Loan Agreement. These Agreements established a Revolving Line of Credit Operating Loan in the principal amount of \$40,000,000.00 ("2010 RLOC"). A Variable Reference Revolving Line of Credit Promissory Note was entered into as part of that transaction on April 13, 2010 ("2010 RLOC Note"). The 2010 RLOC and RLOC Note provided, among other things, that the balance would be due and payable February 1, 2012. (This loan as subsequently modified, restated, amended and revised is the "Secured Obligation").

B. Among the agreements between Sunshine and Lender is a written Security Agreement dated April 13, 2010 ("Original Security Agreement"). Under the original Security Agreement, Sunshine granted to Lender a continuing Security Interest in personal property described in the original Security Agreement ("Collateral") to secure payment and performance of the Indebtedness defined in the original Security Agreement. The Collateral includes without limitation (as well as all proceeds or products and all attachments, accessions, replacements or additions to or from the Collateral); capital stock and other certificated and uncertificated securities of and claims against any corporation, limited liability company, joint venture or partnership, licenses, trademarks, franchises, trade names, trade styles, labels, copyrights, patent rights, contract rights, payment and tangibles and intangibles. Lenders security interest was perfected by filing a Financing Statement with the Secretary of State as document number 107229542072.

C. Sunshine has requested additional financial accommodations from Lender including, without limitation, a forbearance of Lender's exercise of its rights and remedies under the Secured Obligation. Lender has agreed to forbear for a limited period of time provided Sunshine perform certain conditions. Among those conditions is the execution of this and delivery of this Supplemental and Restated Trademark Security Agreement to restate and re-affirm Sunshine's previous grant of a Security Interest in Trademarks and to Supplement the previous grant of Security Interest;

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Documents and this Supplemental and Restated Trademark Security Agreement shall be subject to the rules of construction set forth in the Loan Documents.

"LOAN DOCUMENTS." This Supplemental and Restated Trademark Security Agreement, the Forbearance and Modification Agreement made as of January 12, 2012 by and between Lender and Sunshine Raisin Corporation, the Master Loan Agreement and Supplemental Loan Agreement dated April 13, 2010 and accompanying Security Agreement and all documents executed in connection with the Master Loan Agreement (as subsequently modified, restated, amended and revised.)

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally reaffirms and grants, assigns, and pledges to Lender for the benefit of Lender to secure the Secured Obligation, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Supplemental and Restated Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligation, 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 Secured Obligation and would be owed by Grantor to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor or any Guarantor under Lenders Loan Documents.

4. SECURITY AGREEMENT. Grantor hereby acknowledges and affirms the grant of the security interest in the Original Security Agreement and that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted and reaffirmed hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Supplemental and Restated Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Supplemental and Restated Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. REPRESENTATION OF GRANTOR. In order to induce Lender to enter into a contemporaneous forbearance of Grantor's obligations to Lender, Grantor makes these representations to Lender (among others). This Agreement supplements and restates a valid Security Interest in the Trademark collateral of Grantor, to the extent of Security Interest therein can be created under the California Uniform Commercial Code, securing the payment of the secured obligation. Except to the extent of Security Interest in the Trademark collateral can not be perfected by the filing of a financing

statement under the Uniform Commercial Code, all filings and other actions necessary or desirable to perfect and protect such a Security Interest have been dully taken or will have been taken upon the filing of financing statements listing Grantor, as a debtor, and Lender as secured party, in the jurisdictions listed next to the Grantors name on the attached Schedule 1. Upon the making of such filings, Lender shall have a perfected security interest in the Trademark collateral of Grantor to the extent such Security Interest can be perfected by the filing of a financing statement. Upon filing any Copyright Security Agreement with the United States Copyright office, filing of any Patent Security Agreement in any Trademark Security Agreement PTO, and the filing of appropriate financing statements in the jurisdiction listed on the attached Schedule 1, all actions necessary or desirable to protect and perfect the security interest in and on Grantors Patent, Trademarks, or Copyrights has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from Grantor. All actions taken by Grantor necessary to protect and perfect such a Security Interest on each item of Trademark collateral has been dully taken.

7. COUNTERPARTS. This Supplemental and Restated Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE LOAN DOCUMENTS, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SUNSHINE RAISEN CORPORATION,  
a California corporation

By: 


Name: J. Kenneth Pedersen

Title: President / CEO

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

FRESNO-MADERA PRODUCTION  
CREDIT ASSOCIATION

By:   
Daniel W. Kiggins  
Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
SUNSHINE RAISIN CORP. DBA NATIONAL RAISIN CO.	United States of America	CHAMPION	0914094	June 8, 1971
SUNSHINE RAISIN CORP. DBA NATIONAL RAISIN CO.	United States of America	CHAMPION	0996879	October 29, 1974
SUNSHINE RAISIN CORP. AKA NATIONAL RAISIN CO.	United States of America	CHAMPION	1190845	February 23, 1982
Sunshine Raisin Corporation DBA NATIONAL RAISIN COMPANY	United States of America	TASTE THE BEST	1615050	September 25, 1990
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN COMPANY	United States of America	CHAMPION	1792766	September 14, 1993
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN COMPANY	United States of America	CHAMPION	1990303	July 30, 1996
Sunshine Raisin Corporation DBA National Raisin Company	United States of America	BONNER	2904279	November 23, 2004



Sunshine Raisin Corporation DBA National Raisin Co.	United States of America	MEXI MOLE	3807964	June 22, 2010
Sunshine Raisin Corporation DBA National Raisin Co.	United States of America	SOUR-LICIOUS	3848590	September 14, 2010
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN CO.	United States of America	RAISELS	3865779	October 19, 2010
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN CO.	United States of America	SUNSHINE VINEYARDS	4013364	August 16, 2011
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN CO.	United States of America	CHAMPION VINEYARDS	4013365	August 16, 2011
National Raisin Company	United States of America	JUICY SUNNIPS	77064718	December 14, 2006
Sunshine Raisin Corporation dba National Raisin Co.	United States of America	CHAMPION ANTIOXIDANT BOOSTER PACK	77465939	May 5, 2008
Sunshine Raisin Corporation dba National Raisin Co.	United States of America	CHAMPION ANTIOXIDANT BOOSTER PACK	77508101	June 25, 2008
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN CO.	United States of America	SAFARI RAISINS	85132365	September 17, 2010

SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN CO.	United States of America	CHAMPION	85385271	July 29, 2011
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN CO.	United States of America	CHAMPION DRIED FRUIT	85385276	July 29, 2011
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN COMPANY	France	BONNER	1,450,453	[ ]
SUNSHINE RAISIN CORPORATION DBA NATIONAL RAISIN COMPANY	Italy	BONNER	380,790	[ ]

Trade Names

- National Raisin Co.
- National Raisin Company
- Sunshine Raisin Corp.
- Champion Raisin International
- Exeter Dehydrator
- Farmersville Dehydrator

Common Law Trademarks

- Champion Antioxidant Booster Pack

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

SCHEDULE 1

LIST OF UNIFORM COMMERCIAL CODE FILING JURISDICTIONS

GRANTOR	JURISDICTION
SUNSHINE RAISIN CORPORATION	CALIFORNIA