

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance Corporation Canada		03/05/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Del Monte Canada Inc.		
Street Address:	2150 LAKESHORE BLVD. W.		
City:	TORONTO, ONTARIO M8V 1A3		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0655310	AYLMER	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
Phone:	202.739.5517		
Email:	cklein@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Carole R. Klein		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

Address Line 4:

NAME OF SUBMITTER:

Carole R. Klein

Signature:

/Carole R. Klein/

Date:

03/06/2012

Total Attachments: 4

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**RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This Release of Trademark Security Agreement ("Release") is entered into as of March 5, 2012 by Wells Fargo Capital Finance Corporation Canada, as Collateral Agent under the Credit Agreement (as defined below) (the "Agent") in favor of Del Monte Canada Inc., formerly CanGro Foods Inc. ("Del Monte").

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 6, 2010, by and among Del Monte, Aylmer Tomato Company Inc., formerly CanGro Tomato Inc. (together with Del Monte, the "Borrowers"), CanGro Holding S.à.r.l, the lenders party thereto (the "Lenders") and the Agent (the "Credit Agreement"), the Agent and Lenders made certain loans to Borrowers;

WHEREAS, to secure repayment of the liabilities, obligations and indebtedness (the "Obligations") owing by the Borrowers to the Agent and the Lenders, Del Monte granted Agent a security interest in Trademark Collateral as defined in that certain Trademark Security Agreement dated as of December 6, 2010 by and between Del Monte and the Agent (the "Trademark Security Agreement");

WHEREAS, a copy of the Trademark Security Agreement was recorded with the U.S. Patent & Trademark Office on December 8, 2010 and a copy of such recordation appears at Reel No. 004427, Frame No. 0885 against:

- (i) all of its trademarks and trademark licenses to which it is a party including those trademarks referred to on Exhibit A hereto;
- (ii) all reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark license; and
- (iv) all products and proceeds of the foregoing, including, without limitation, any claim by Del Monte against third parties for past, present or future (a) infringement or dilution of any trademark or trademark licensed under any intellectual property license or (b) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license (together with items (i) through (iii) above, the "Trademark Collateral").

WHEREAS, the Borrowers have repaid in full the Obligations; and

WHEREAS, Del Monte and Agent are terminating the Trademark Security Agreement effective as of the date hereof, and, in connection therewith, Agent desires to release all of its liens and security interests in the Trademark Collateral;

NOW, THEREFORE, in consideration of the mutual agreement contained herein, Agent hereby agrees as follows:

1. Effective as of the date hereof, the Trademark Security Agreement is hereby terminated, and all of Agent's liens and security interests in the Trademark Collateral and any other Trademark Collateral in which a security interest is granted to Agent by the Credit Agreement and Trademark Security Agreement are hereby terminated and released, and shall have no further right under, and Del Monte shall have no further obligations to Agent in connection with the Trademark Collateral under the Credit Agreement and pursuant to, the Trademark Security Agreement.

2. This Release, and all of the rights and liabilities hereunder, shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein.

[signature page follows]

IN WITNESS WHEREOF, this Release has been duly executed as of the date first written above.

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA, as
Collateral Agent

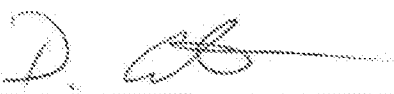
By: 
Name: Domenic Cosentino
Title: Vice President
Wells Fargo Capital Finance
Corporation Canada

EXHIBIT A

Mark	Serial No.	Reg. No.	Reg. Date
AYLMER	72012492	0655310	December 8, 2010

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