

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EUROFRESH, INC.		04/02/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bio Dynamics B.V./S.a.r.l., as Agent
Street Address:	26050 S. Eurofresh Avenue
Internal Address:	c/o Eurofresh, Inc.
City:	Willcox
State/Country:	ARIZONA
Postal Code:	85643
Entity Type:	COMPANY: LUXEMBOURG

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1679579	EUROFRESH
Registration Number:	2969367	EUROFRESH FARMS
Registration Number:	2969368	EURO FRESH FARMS
Serial Number:	78409058	GARDEN FRESH FLAVOR
Registration Number:	3027205	SWEET STAR
Serial Number:	85129387	ENVIROLOCK
Serial Number:	85129395	ENVIROLOCK
Serial Number:	85155990	EURO FRESH FARMS ENVIROLOCK S Y S T E M.
Serial Number:	85156286	EURO FRESH FARMS ENVIROLOCK. S Y S T E M
Serial Number:	85186100	PRODUSEAL
Serial Number:	85443830	CHEF ENDORSED CERTIFIED SAFE

CORRESPONDENCE DATA

Fax Number: (602)253-8129

CH \$290.00 1679579

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

Phone: 6025284000
Email: phxip@squiresanders.com
Correspondent Name: Squire Sanders (US) LLP
Address Line 1: 1 E. Washington Street, Suite 2700
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	047784.00024
NAME OF SUBMITTER:	Allen J. Moss
Signature:	/Allen J. Moss/
Date:	04/03/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 3, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bio Dynamics B.V. /S.à.r.l., a Luxembourg company ("Bio Dynamics"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Investors (as defined in the Note and Warrant Agreement referred to below).

RECITALS

A. Pursuant to the Secured Second Lien Note and Warrant Agreement, dated as of April 3, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note and Warrant Agreement"), by and among Grantor, the other Eurofresh Entities, the Investors from time to time party thereto and Bio Dynamics, as Agent, the Investors have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant to the Agent a security interest in all future and present property of the Eurofresh Parties; and

C. All Grantors are party to the Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Investors and Agent to enter into the Note and Warrant Agreement and to induce the Investors to make their respective extensions of credit to Grantor thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Investors, and grants to Agent for the benefit of the Investors a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(e) to the extent not otherwise included, all proceeds of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[signature pages follow]

IN WITNESS WHEREOF, 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.

Very truly yours,

“Grantor”

EUROFRESH, INC.

By: 
Name: Frank van Straalen
Title: CFO

ACCEPTED AND AGREED

“Agent”

BIO DYNAMICS B.V./S.À.R.L.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

Very truly yours,

“Grantor”

EUROFRESH, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED

“Agent”

BIO DYNAMICS B.V./S.À.R.L.

By: _____

Name: Robin Naudin ten Cate
 Manager

Ivo Hemelraad
Manager

Title: _____

*Signature Page to
Trademark Security Agreement*

**TRADEMARK
REEL: 004750 FRAME: 0890**

ACKNOWLEDGEMENT OF GRANTOR

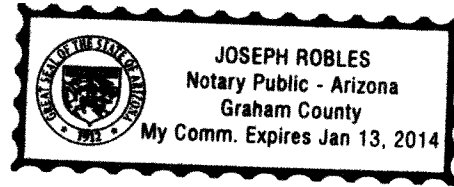
State of Arizona)

County of Graham)

ss.

On this 2nd day of April, 2012, before me personally appeared Frank van Straalen proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ewofresh, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Joseph Robles
Notary Public



*Signature Page to
Trademark Security Agreement*

**TRADEMARK
REEL: 004750 FRAME: 0891**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARK REGISTRATIONS AND APPLICATIONS

The following trademarks are owned by Eurofresh, Inc. (“EFI”):

Trademark	Country	App. No./ Reg. No.
EUROFRESH	U.S.	1,679,579
EUROFRESH FARMS	U.S.	2,969,367
EUROFRESH FARMS	U.S.	2,969,368
EUROFRESH FARMS and Design	Canada	TMA 662,766
EUROFRESH FARMS	Canada	TMA 642,120
EUROFRESH FARMS	Mexico	844102
EUROFRESH FARMS	Mexico	860138
GARDEN FRESH FLAVOR ¹	U S	S/N 78/409,058
SWEET STAR	U S	3027205
EUROFRESH FARMS ²	Canada	S/N 1215436
GARDEN FRESH FLAVOR and Design ³	Canada	S/N 1230954
EUROFRESH FARMS Design ⁴	Canada	S/N 1215439
GARDEN FRESH FLAVOR and Design	Mexico	S/N 684687

Mark	Country	IC	App No./ Filing Data	Reg No./ Reg Date	Status
ENVIROLOCK	U.S.	44	85/129,387 SEP 14, 2010		Pending
ENVIROLOCK	U.S.	31	85/129,395 SEP 14, 2010		Pending
EURO FRESH FARMS ENVIROLOCK SYSTEMS & DESIGN	U.S.	31	85/155,990 OCT 19, 2010		Pending
EURO FRESH FARMS ENVIROLOCK SYSTEMS & DESIGN	U.S.	44	85/156,286 OCT 19, 2010		Pending
PRODUSEAL	U.S.	31	85/186,100 NOV 29, 2010		Pending
CHEF ENDORSED CERTIFIED SAFE	U.S.	31	85/443,830 OCT 10, 2011		Pending

¹ Final refusal mailed by USPTO on 7/12/05. Abandoned.

² Abandoned.

³ Abandoned.

⁴ Abandoned.

Material Unregistered Trademarks:

Brand Names: Vivaldi, Super Cherries, Sunrise Combo, and Sunset Combo, Bella Bites, Garden Fresh Farms.

Slogans and Taglines: Garden Fresh Flavor; America's Best Tasting Tomato.

Disclosure of a brand name, tagline or slogan herein shall not be construed as a representation with respect to materiality, or registrability or eligibility for protection under applicable trademark law, of such brand name, tagline or slogan.

2. IP LICENSES: None.