

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNSHINE RAISIN CORPORATION		04/18/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	U.S. Branch of Foreign Bank: NEW YORK		
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	

TRADEMARK

Serial Number:	77508101	CHAMPION ANTIOXIDANT BOOSTER PACK
Serial Number:	85132365	SAFARI RAISINS
Serial Number:	85385271	CHAMPION
Serial Number:	85385276	CHAMPION DRIED FRUIT

CORRESPONDENCE DATA

Fax Number: 2136270705

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

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul Hastings LLP

Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	SUNSHINE (30637.00042)
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NAME OF SUBMITTER:	Nancy Chow
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Signature:	/Nancy Chow/
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Date:	04/18/2012
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Total Attachments: 11

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source=Rabobank_Sunshine Raisin - Fully Executed A&R Trademark Security Agreement(71226655_1)#page9.tif
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 18th day of April, 2012, by and between the Grantor listed on the signature pages hereof ("Grantor"), and **COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.**, "Rabobank International," New York Branch ("Rabobank"), in its capacity as agent for itself and the other members of the Lender Group (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of April 18, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Sunshine Raisin Corporation, a California corporation, as borrower ("Borrower"), the lenders from time to time party thereto as "Lenders" (each of such lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender"), and Agent, Agent and the Lenders have agreed to continue to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Lenders are willing to continue to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Agent and the Lender Group, that certain Second Amended and Restated Security Agreement, dated as of April 18, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, the Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of January 12, 2012 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Trademark Security Agreement") which was recorded with the United States Patent and Trademark Office on or about January 13, 2012 at Reel 4698, Frame 0629; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to (a) amend, restate, and modify, but not extinguish the Original Trademark Security Agreement, and (b) execute and deliver to Agent, for the benefit of the 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, 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 Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of Agent and each other member of the Lender Group, to secure the Secured Obligations, 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 its 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 Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by Grantor to Agent, the other members of 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 Grantor or any other Loan Party.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. 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. To the extent there is any inconsistency between this 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 Agent 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 Agent unilaterally to modify this 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 Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This 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.

7. **CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN **SECTION 25** OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. **JUDICIAL REFERENCE.** IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "**COURT**") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN **SECTION 25(c)** OF THE SECURITY AGREEMENT IS NOT ENFORCEABLE IN SUCH PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(a) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (b) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF FRESNO, CALIFORNIA.

(b) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (i) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (ii) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (iii) APPOINTMENT OF A RECEIVER, AND (iv) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (i) - (iv) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(c) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN 10 DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE

WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(e) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(f) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(g) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

9. AMENDMENT AND RESTATEMENT; NO NOVATION.

(a) This Trademark Security Agreement amends and restates in its entirety the Original Trademark Security Agreement. The security interests granted by each Grantor to any of Agent or the Lender Group in the Trademark Collateral under the Original Trademark Security Agreement continue without interruption under this Trademark Security Agreement to secure the Secured Obligations and such security interests are hereby reaffirmed, ratified and confirmed in all respects.

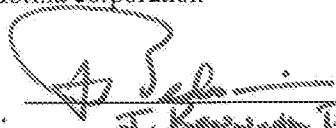
(b) Nothing herein contained shall be construed as a substitution, novation, discharge or release of the obligations or liabilities outstanding under the Original Trademark Security Agreement, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Grantor from any of its obligations or liabilities under the Original Trademark Security Agreement. Each Grantor hereby confirms and agrees that on and after the date hereof all references in any Loan Document to “the Trademark Security Agreement”, “thereto”, “thereunder” or words of like import referring to the Original Trademark Security Agreement shall be a reference to the Original Trademark Security Agreement.

[signature pages follow]

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 RAISIN CORPORATION,
a California corporation

By: 
Name: J. Kenneth Johnson
Title: President

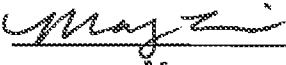
[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"Rabobank International", New York Branch

By: 
Name: Brett Delfino
Title: Executive Director

By: 
Name: Mary Lin
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004759 FRAME: 0895

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	United States of America	BONNER	2904279	November 23, 2004

Company				
Sunshine Raisin Corporation DBA National Raisin Co.	United States of America	MEXI MOLÉ	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
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.