

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-----------------------|
| Apio, Inc. (as Grantor) | | 04/23/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | General Electric Capital Corporation (as Agent) |
| Street Address: | 101 California Street, Suite 1500 |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94111 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 22

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 3133571 | BREATHWAY |
| Registration Number: | 2423247 | CAL EX |
| Registration Number: | 2549383 | CASINO |
| Registration Number: | 3902233 | CLEARLY FRESH |
| Registration Number: | 3441896 | EAT SMART |
| Registration Number: | 3297565 | EAT SMART |
| Registration Number: | 2580711 | EAT SMART |
| Registration Number: | 3438390 | EXTENDS FRESHNESS NATURALLY |
| Registration Number: | 3359708 | EXTENDS FRESHNESS NATURALLY |
| Registration Number: | 4084888 | FRESH GATHERINGS |
| Registration Number: | 3471591 | LUCKY 21 |
| Registration Number: | 3125057 | |
| Registration Number: | 2648130 | SUNSHINE BLEND |
| Registration Number: | 1768811 | GL |

CH \$565.00 3133571

| | | |
|----------------------|----------|-----------------|
| Registration Number: | 1460274 | GREENLINE |
| Registration Number: | 3502880 | MASHABLES |
| Serial Number: | 85518715 | SUPERBROCC |
| Serial Number: | 85518717 | SUPERBROCCOLI |
| Serial Number: | 85316610 | COCINA FRESCA |
| Serial Number: | 85587214 | SALUD ES VIDA |
| Serial Number: | 85573072 | FIESTAS FRESCAS |
| Serial Number: | 85180153 | SIDE KITS |

CORRESPONDENCE DATA

Fax Number: 3102774730
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (310) 551-9358
Email: jsbrown@mwe.com
Correspondent Name: Adam Spiegel
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 2049 Century Park East, Suite 3800
Address Line 4: Los Angeles, CALIFORNIA 90067

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 082892-0052 |
| NAME OF SUBMITTER: | Adam Spiegel |
| Signature: | /Adam Spiegel/ |
| Date: | 04/30/2012 |

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 23, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 23, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, the Guarantors, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and 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 "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers 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 Guaranty and 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties 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 providing for the grant by or to such Grantor of any right under any Trademark, 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; and

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.

Section 3. Guaranty and 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 Guaranty and 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 Guaranty and 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.

“Grantor”

APIO, INC.

By: 
Name: Gregory S. Skinner
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

“Agent”

GENERAL ELECTRIC CAPITAL CORPORATION

By: Wafa Shalabi
Name: Wafa Shalabi
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 004767 FRAME: 0830

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

| <u>Registered Owner</u> | <u>Country</u> | <u>Trademark</u> | <u>Status</u> | <u>Application/Registration Number</u> | <u>Filing/Registration Date</u> |
|--------------------------------|-----------------------|-----------------------------------|----------------------|---|--|
| Apio, Inc. | Canada | BREATHWAY | Registered | TMA665741 | Jun 6 2006 |
| Apio, Inc. | Canada | EAT SMART | Registered | TMA700914 | Nov 15 2007 |
| Apio, Inc. | Canada | EAT SMART | Registered | TMA585156 | Jul 14 2003 |
| Apio, Inc. | Canada | MATRIX DESIGN | Registered | TMA670883 | Aug 23 2006 |
| Apio, Inc. | CTM | BREATHWAY | Registered | 004436028 | Jul 12 2006 |
| Apio, Inc. | El Salvador | EAT SMART | Registered | 55 | Apr 1 2003 |
| Apio, Inc. | Guatemala | EAT SMART | Registered | 123421 | Apr 22 2003 |
| Apio, Inc. | Japan | CAL EX | Registered | 4608482 | Sep 27 2002 (Renewal due) |
| Apio, Inc. | Japan | EAT SMART | Registered | 4565183 | May 10 2002 |
| Apio, Inc. | Mexico | EAT SMART | Registered | 787862 | Apr 24 2003 (Renewal due) |
| Apio, Inc. | Philippines | CASINO | Registered | 4200000819 4 | Dec 5 2004 |
| Apio, Inc. | Taiwan | CASINO | Registered | 00986673 | Feb 16 2002 |
| Apio, Inc. | U.S. | BREATHWAY | Registered | 3133571 | Aug 22 2006 (8 & 15 due) |
| Apio, Inc. | U.S. | CAL EX | Registered | 2423247 | Jan 23 2001 |
| Apio, Inc. | U.S. | CASINO | Registered | 2549383 | Mar 19 2002 (renewed) |
| Apio, Inc. | U.S. | CLEARLY FRESH | Registered | 3902233 | Jan 4 2011 |
| Apio, Inc. | U.S. | EAT SMART | Registered | 3441896 | Jun 3 2008 |
| Apio, Inc. | U.S. | EAT SMART | Registered | 3297565 | Sep 25 2007 |
| Apio, Inc. | U.S. | EAT SMART | Registered | 2580711 | Jun 18 2002 |
| Apio, Inc. | U.S. | EXTENDS FRESHNESS NATURALLY | Registered | 3438390 | May 27 2008 |
| Apio, Inc. | U.S. | EXTENDS FRESHNESS NATURALLY | Registered | 3359708 | Dec 25 2007 |
| Apio, Inc. | U.S. | FRESH GATHERINGS | Registered | 4084888 | Jan 10 2012 |
| Apio, Inc. | U.S. | LUCKY 21 | Registered | 3471591 | Jul 22 2008 |
| Apio, Inc. | U.S. | Matrix design | Registered | 3151380 | Oct 3 2006 (8 & 15 due) |
| Apio, Inc. | U.S. | Vegetable tray design | Registered | 3125057 | Aug 1 2006 (8 & 15 due) |
| Apio, Inc. | U.S. | Sunshine Blend | Registered | 2648130 | Nov 12 2012 |
| Apio, Inc. | U.S. | GL & Design | Registered | 1768811 | May 4 1993 |
| Apio, Inc. | U.S. | GreenLine | Registered | 1460274 | Oct 6 1987 |

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| Apio, Inc. | U.S. | Mashables | Registered | 3502880 | Sept 16 2008 |
| Apio, Inc. | U.S. | SUPERBROCC | Pending | 85/518, 715 | Jan 18 2012 |
| Apio, Inc. | U.S. | SUPERBROCCOLI | Pending | 85/518, 717 | Jan 18 2012 |
| Apio, Inc. | U.S. | COCINA FRESCA | Pending | 851316, 610 | OA Response due May 5 2011 |
| Apio, Inc. | U.S. | Sales es Vida | Pending | 85/587, 214 | Apr 3 2012 |
| Apio, Inc. | U.S. | Fiestas Frescas | Pending | 85/573, 072 | Mar 19 2012 |
| Apio, Inc. | U.S. | Side Kits | Allowed | 85/180153 | Nov 18 2010 |

IP Licenses

None.