

04/24/2012



To the Director of the U. S. Patent and Trademark Office

103643634

or the new address(es) below.

1. Name of conveying party(ies):

Procesadora Campofresco, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Puerto Rico
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 16, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Campofresco, Corp.

Internal Address: _____

Street Address: P.O. Box 755

City: Santa Isabel

State: Puerto Rico

Country: U.S.A. Zip: 00757

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Puerto Rico
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Schedule

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christian Sobrino

Internal Address: O'Neill & Borges

Street Address: American International Plaza
#250 Muñoz Rivera Ave.

City: San Juan

State: Puerto Rico Zip: 00918

Phone Number: (787) 764-8181

Fax Number: (787) 753-8944

Email Address: christian.sobrino@oneillborges.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Travis Wheatley
Signature

April 19, 2012

Date

Travis Wheatley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140 or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521
02 FC:8522

40.00
150.00

Schedule 1 – Procesadora Campofresco Trademark Registrations

Trademark	PR US	Serial Num.	Reg. Num.
Lotus	PR	3975	9,926
Lotus	US	71030828	67,476
Lotus	US	73700695	1,501,506
Design – Grape Plus	PR	25741	39,904
Design – Acerola Plus	PR	25742	39,905
Design – Orange Plus	PR	26805	39,907
Orange Plus	US	75187826	2,780,933
Design – Tropical Plus	PR	26804	39,906
Treesweet	PR	50545	66,183
Treesweet	US	75155419	2,246,937
Design–Awake	PR	50542	66,180
Awake	US	75155418	2,091,157
Caribe	PR	50543	66,181
Caribe	US	74347040	1,876,815
Design – Caribik Sun	PR	34272	49,882
Caribik Sun (& design)	US	75579569	2,279,505

TRADEMARK SECURITY AGREEMENT

by and between
Procesadora Campofresco Inc.
and
Campofresco, Corp.

TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2012, by Procesadora Campofresco Inc. a Puerto Rico ("Grantor"), in favor of Campofresco, Corp. ("Campofresco, Corp.").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement executed on the date hereof, (the "Security Agreement") in favor of Campofresco, Corp. according to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Campofresco, Corp., to enter into a demand loan set forth in a certain Bridge Loan Promissory Note executed on the date hereof (the "Demand Promissory Note"), the Grantor hereby agrees with Campofresco, Corp. as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges and grants to Campofresco, Corp., for its benefit, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

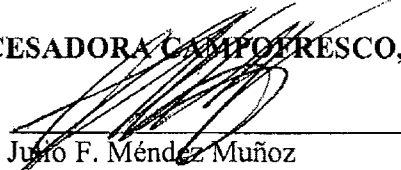
SECTION 3. Trademark Security Agreement. The security interest granted according to this Trademark Security Agreement is granted in conjunction with the security interest granted to Campofresco, Corp. according to the Security Agreement. The Grantor, hereby acknowledges and affirms that the rights and remedies of Campofresco, Corp. with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is judged to conflict with the Security Agreement, the provisions of the Security Agreement will control.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien and security interest in the Collateral described herein and will (i) remain in full force and effect until the date on which the Lender has received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of Campofresco, Corp. hereunder, and its successors, transferees and assigns.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

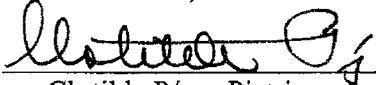
SECTION 6. Due On Demand. Notwithstanding anything in the Loan Documents to the contrary, the Demand Promissory Note is due on demand.

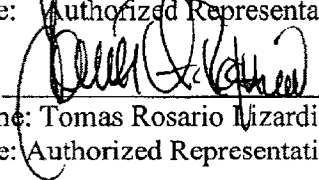
PROCESADORA CAMPOFRESKO, INC.

By: 
Name: Julio F. Méndez Muñoz
Title: President

ACKNOWLEDGED AND ACCEPTED,
as of the date first set forth above:

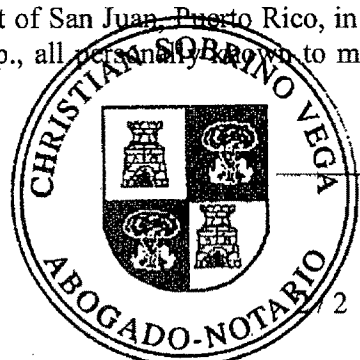
CAMPOFRESKO, CORP.

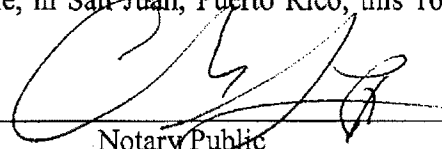
By: 
Name: Clotilde Pérez Pietri
Title: Authorized Representative

By: 
Name: Tomas Rosario Lizardi
Title: Authorized Representative

Affidavit No. 283

Acknowledged and subscribed before me by Julio F. Méndez Muñoz, of legal age, married, executive, and resident of Ponce, Puerto Rico, in his capacity as President of Procesadora Campofresco, Inc.; and by Clotilde Pérez Pietri, of legal age, married, executive, and resident of Guaynabo, Puerto Rico, and Tomas Rosario Lizardi, of legal age, married, executive and resident of San Juan, Puerto Rico, in their capacity as Authorized Representatives of Campofresco, Corp., all personally known to me, in San Juan, Puerto Rico, this 16th day of March, 2012.




Notary Public

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