

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
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3151380		
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:

05/09/2012

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: 004776 FRAME: 0365

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

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.