

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 |
| Southern Gardens Citrus Processing Corporation | | 03/30/2012 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as administrative agent | | |
| Street Address: | 115 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78598237 | SOUTHERN GARDENS CITRUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128035299 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (312) 845-3430 | | |
| Email: | kalwa@chapman.com | | |
| Correspondent Name: | Richard Kalwa | | |
| Address Line 1: | 111 West Monroe Street | | |
| Address Line 2: | Chapman and Cutler LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 1558154 | | |
| NAME OF SUBMITTER: | Richard Kalwa | | |
| Signature: | /richard kalwa/ | | |

CH \$40.00 78598237

Date:

05/10/2012

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 30th day of March, 2012, Southern Gardens Citrus Processing Corporation, a Florida corporation (“*Debtor*”) with its principal place of business and mailing address at 111 Ponce de León Avenue, Clewiston, Florida 33440 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, in its capacity as administrative agent for itself and certain other lenders to the Debtor, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns (in such capacity, the “*Secured Party*”), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of April 8

, 2005 by and among Debtor, Secured Party and the other parties thereto (the “*Security Agreement*”).


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SOUTHERN GARDENS CITRUS PROCESSING CORPORATION

By 

Name: Gerard A. Bernard

Title: Secretary and Treasurer

BANK OF MONTREAL, as administrative agent

By

Name _____

Title _____

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

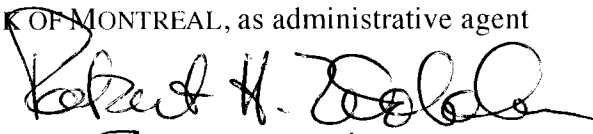
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

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SOUTHERN GARDENS CITRUS PROCESSING CORPORATION

By _____
Name: Gerard A. Bernard
Title: Secretary and Treasurer

BANK OF MONTREAL, as administrative agent

By 
Name: ROBERT H. WOLOHAN
Title: VICE PRESIDENT

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

| MARKS | REG. NO. | FILED |
|------------------------|----------|----------------|
| Southern Garden Citrus | 78598237 | March 28, 2006 |

PENDING FEDERAL TRADEMARK APPLICATIONS

| MARK | SERIAL NO. | FILED |
|------|------------|-------|
| | NONE | |

COMMON LAW MARKS AND TRADE NAMES

NONE

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

NONE

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

NONE

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE