

## 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
General Electric Capital Corporation		01/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Zona Acquisition Company, LLC		
Street Address:	303 Pearl Parkway #300		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78215		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1679579	EUROFRESH	
Registration Number:	2969367	EUROFRESH FARMS	
Registration Number:	2969368	EURO FRESH FARMS	
Registration Number:	3027205	SWEET STAR	
Serial Number:	77009629	GARDEN FRESH SELECTIONS	
CORRESPONDENCE DATA			
Fax Number:	2123099571		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-801-6771		
Email:	kertzers@gtlaw.com		
Correspondent Name:	Seth Kertzer, Greenberg Traurig LLP		
Address Line 1:	200 Park Ave., 34th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	999921.801600		

900245206

TRADEMARK  
 REEL: 004949 FRAME: 0557

CH \$140.00 1679579

NAME OF SUBMITTER:	Seth E. Kertzer
Signature:	/Seth E. Kertzer/
Date:	01/25/2013
<p>Total Attachments: 7</p> <p>source=Assignment of Interest in Trademark Sec Agmt.pdf#page1.tif</p> <p>source=Assignment of Interest in Trademark Sec Agmt.pdf#page2.tif</p> <p>source=Assignment of Interest in Trademark Sec Agmt.pdf#page3.tif</p> <p>source=Assignment of Interest in Trademark Sec Agmt.pdf#page4.tif</p> <p>source=Assignment of Interest in Trademark Sec Agmt.pdf#page5.tif</p> <p>source=Assignment of Interest in Trademark Sec Agmt.pdf#page6.tif</p> <p>source=Assignment of Interest in Trademark Sec Agmt.pdf#page7.tif</p>	

## ASSIGNMENT OF INTEREST IN TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF INTEREST IN TRADEMARK SECURITY AGREEMENT is made and entered into as of January 25, 2013 by and between GENERAL ELECTRIC CAPITAL CORPORATION, a corporation of Delaware, as Agent (hereinafter referred to as the "Assignor") and ZONA ACQUISITION COMPANY, LLC, a limited liability company of Delaware, as successor Agent, and its successors and assigns (hereinafter referred to as the "Assignee").

### RECITALS

WHEREAS, Eurofresh, Inc., a Delaware corporation (the "Company"), Eurofresh Holding Company, Inc., a Delaware corporation and Eurofresh Produce, Ltd. a Delaware corporation (collectively, the "Guarantors" and together with the Company, each a "Credit Party" and collectively, the "Credit Parties"), the financial institutions and other institutional lenders party thereto from time to time (the "Lenders"), and the Assignor, as Existing Agent entered into that certain Credit Agreement, dated as of September 2, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Credit Agreement;

WHEREAS, pursuant to Section 8.9 of the Credit Agreement, Assignor concurrently herewith is resigning as Agent under the Credit Agreement, and the Required Lenders have appointed Assignee to act as the successor Agent under the Credit Agreement and the other Loan Documents;

WHEREAS, Assignor, the Lenders, the Credit Parties and Assignee have entered into that certain Seventh Amendment to Credit Agreement and Successor Agent Agreement of even date herewith, whereby, among other things, Assignor has assigned to Assignee all Liens on any and all Collateral securing the Obligations, including, but not limited to, that portion of the Collateral that is comprised of Trademarks, IP Licenses and other related collateral described in the Trademark Security Agreement referenced below (collectively, the "Trademark Collateral"), and Assignee accepts such assignment, as Agent under the Credit Agreement;

WHEREAS, Assignor, as Agent, entered into that certain Trademark Security Agreement, dated as of September 2, 2010 (the "Trademark Security Agreement"), covering the trademarks in the attached Schedule 1 with Company and the other Trademark Collateral described therein, pursuant to which the Company granted to the Agent a security interest in the Trademark Collateral set forth therein; and

WHEREAS, pursuant to the provisions of the Credit Agreement, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademark Security Agreement and the Trademark Collateral, and Assignee desires to accept such assignment.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest as Agent under the Credit Agreement, in and to the Trademark Security Agreement and the Trademark Collateral.

2. Assignee, as Agent hereby assumes and agrees to exercise and perform all Assignor's rights, duties and obligations under the Trademark Security Agreement and with respect to the Trademark Collateral, as Agent under the Credit Agreement for the benefit of the Lenders, from and after the date hereof.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

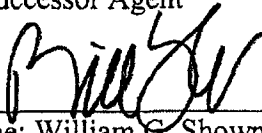
**ASSIGNOR:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Existing Agent

By:   
Name: Michelle Handy  
Title: Duly Authorized Signatory

**ASSIGNEE:**


**ZONA ACQUISITION COMPANY, LLC,**  
as Successor Agent

By:   
Name: William G. Shown  
Title: President and Secretary


AGREED AND ACKNOWLEDGED:

**CREDIT PARTIES:**


EUROFRESH, INC..

By:   
Name: Frank van Stralen  
Title: CFO

EUROFRESH HOLDING COMPANY, INC.

By:   
Name: Frank van Stralen  
Title: CFO

EUROFRESH PRODUCE, LTD.

By:   
Name: Frank van Stralen  
Title: CFO

Schedule 1

Trademarks

[See Attached]



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARK REGISTRATIONS AND APPLICATIONS

The following trademarks are owned by Eurofresh, Inc. ("EFI")

Trademark	Country	App. No./ Reg. No.
EUROFRESH	U.S.	1,679,579
EUROFRESH FARMS	U.S.	2,969,367
EUROFRESH FARMS	U.S.	2,969,368
EUROFRESH FARMS and Design	Canada	TMA 662,766
EUROFRESH FARMS	Canada	TMA 642,120
EUROFRESH FARMS	Mexico	844102
EUROFRESH FARMS	Mexico	860138
GARDEN FRESH FLAVOR <sup>1</sup>	U.S.	S/N 78/409,058
SWEET STAR	U.S.	3027205
EUROFRESH FARMS <sup>2</sup>	Canada	S/N 1215436
GARDEN FRESH FLAVOR and Design <sup>3</sup>	Canada	S/N 1230954
EUROFRESH FARMS Design <sup>4</sup>	Canada	S/N 1215439
GARDEN FRESH FLAVOR and Design	Mexico	S/N 684687
GARDEN FRESH SELECTIONS	U.S.	S/N 77/009,629

**Material Unregistered Trademarks:**

*Brand Names:* Vivaldi, Super Cherries, Sunrise Combo, and Sunset Combo, Bella Bites (EFI intends to submit a trade mark application with the USPTO the week of 8/30/2010), Garden Fresh Farms (EFI intends to submit a trade mark application with the USPTO the week of 8/30/2010).

*Slogans and Taglines:* Garden Fresh Flavor; America's Best Tasting Tomato.

Disclosure of a brand name, tagline or slogan herein shall not be construed as a representation with respect to materiality, or registrability or eligibility for protection under applicable trademark law, of such brand name, tagline or slogan.

2. IP LICENSES: None.

<sup>1</sup> Final refusal mailed by USPTO on 7/12/05. Abandoned.

<sup>2</sup> Abandoned.

<sup>3</sup> Abandoned.

<sup>4</sup> Abandoned.