

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MASTAR INTELLECTUAL PROPERTY HOLDING COMPANY		01/25/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as agent		
Street Address:	1 First Canadian Place, 100 King St. W., 11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	banking institution: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85706736	MASTAR SUPPLY CHAIN & LOGISTICS	
Serial Number:	85706740	MASTAR SOLUTIONS & LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0027		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 85706736

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/29/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of January, 2013, between the Grantor listed on the signature page hereof (the "Grantor"), and Bank of Montreal, in its capacity as Agent for the "Secured Parties" (as defined below) (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of June 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Mastronardi Produce Limited, an Ontario corporation ("Mastronardi") and each of the subsidiaries of Mastronardi that are or shall become parties thereto as a "Borrower" (each being a "Borrower" and collectively being "Borrowers") or as "Guarantors" (each being a "Guarantor" and collectively being "Guarantors"), the financial institutions that are or may from time to time become parties thereto as lenders ("Lenders") and Agent, Secured Parties are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that certain Borrowers and Guarantors ("Grantors"), including the Grantor, shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Joinder to Guarantee and Collateral Agreement dated as of January 25, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), to secure the Guaranteed Obligations:

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding any trademark application that has been filed as an "intent-to-use" application until such time as a statement or allegation of use has been filed with and accepted by the United States Patent and Trademark Office with respect to such application;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

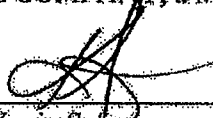
[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, the 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:

MASTAR INTELLECTUAL PROPERTY
HOLDING COMPANY, a Michigan corporation

By: 
Name: Kevin Safrance
Title: Chief Operating Officer

AGENT:

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the 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: MASTAR INTELLECTUAL PROPERTY HOLDING COMPANY, a Michigan corporation

By: _____
Name: _____
Title: _____

AGENT: BANK OF MONTREAL

By: *C.R. Landry*
Name: Cameron R. Landry
Title: Director
Loan Syndications

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Mastar Intellectual Property Holding Company	United States	Mastar Supply Chain & Logistics	85/706,736	8/17/12
Mastar Intellectual Property Holding Company	United States	Mastar Solutions & Logistics	85/706,740	8/17/12
Mastar Intellectual Property Holding Company	Canada	Mastar Supply Chain &Logistics	1,592,045	8/29/12
Mastar Intellectual Property Holding Company	Canada	Mastar Solutions &Logistics	1,592,046	8/29/12