

## 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
SUNRISE GROWERS, INC.		03/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2647976	SUNRISE GROWERS	
Registration Number:	3244050	SUNRISE GROWERS	
Serial Number:	85842008	SUNRISE GROWERS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.162		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$90.00 2647976

Signature:	/njb/
Date:	03/19/2013
Total Attachments: 4 source=Sunrise Grant of Security Interest Trademarks#page1.tif source=Sunrise Grant of Security Interest Trademarks#page2.tif source=Sunrise Grant of Security Interest Trademarks#page3.tif source=Sunrise Grant of Security Interest Trademarks#page4.tif	

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 19, 2013, by SUNRISE GROWERS, INC. ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 19, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor hereby authorizes Grantee unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any future United States Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SUNRISE GROWERS, INC.

By:   
Name: Joseph McCarthy  
Title: Chief Financial Officer

**SCHEDULE A TO GRANT OF A SECURITY INTEREST -- TRADEMARKS**

OWNER	REGISTERED MARK	APP. NO. FILING DATE	REG. NO: REG. DATE:	CLASS: GOODS
Sunrise Growers, Inc.		76/043332 05/08/00	2647976 11/12/02	31: Fresh fruit and vegetables
Sunrise Growers, Inc.	SUNRISE GROWERS	78/776158 12/19/05	3244050 05/22/07	31: Fresh fruit and vegetables
Sunrise Growers, Inc.	SUNRISE GROWERS	85/842008 02/06/13	Application Pending	PROPOSED: 29: frozen fruits; fruit-based food beverages; yogurt-based beverages; frozen vegetables 32: frozen fruit beverages; frozen fruit-based beverages; fruit beverages; fruit drinks; fruit juice bases; fruit juice concentrates; iced fruit beverages; preparations for making smoothies; smoothies; non-alcoholic beverages containing fruit juices; packaged smoothie kit consisting primarily of frozen fruit and yogurt