

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Release

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank AG New York Branch, as Grantee		04/01/2013	NY Banking Association: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Dole Packaged Foods, LLC
<b>Street Address:</b>	One Dole Drive
<b>City:</b>	Westlake Village
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91362
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

<b>PROPERTY NUMBERS Total: 19</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	3194100	LIFE IS SWEET
Registration Number:	3020982	DOLE FRUIT BOWLS
Registration Number:	2963342	FRUIT BOWLS
Registration Number:	3174743	TROPICAL GOLD
Registration Number:	3375262	DOLE
Registration Number:	3419194	WILDLY NUTRITIOUS
Registration Number:	2508753	CUP-A-FRUIT
Registration Number:	2236329	FRUIT BOWLS
Registration Number:	1568638	DOLE
Registration Number:	1509411	DOLE
Registration Number:	1357435	FRUIT 'N JUICE
Registration Number:	1093910	BIG VALLEY
Registration Number:	1120142	BIG VALLEY
Registration Number:	1093909	BIG VALLEY

**TRADEMARK**

OP \$490.00 3194100

Registration Number:	0868465	FLAVOR LAND
Registration Number:	3905531	HARVEST BEST
Registration Number:	3783892	SMOOTHIE STARTERS
Registration Number:	3773760	SHAKERS
Registration Number:	3195133	ICE CREAM MOLLICOOOLZ!

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: daniel.cote@thomsonreuters.com  
 Correspondent Name: James P. Murphy, Legal Assistant  
 Address Line 1: 80 Pine Street  
 Address Line 2: Cahill Gordon & Reindel LLP  
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	04/02/2013

**Total Attachments: 5**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Deutsche Bank AG New York Branch, as Grantee

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other NY Banking Association
- Association
- Limited Partnership

Citizenship (see guidelines) US- NY

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 04/01/2013

- Assignment
- Security Agreement
- Other Trademark Release
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Dole Packaged Foods, LLC

Street Address: One Dole Drive

City: Westlake Village

State: CA

Country: USA Zip: 91362

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship US - CA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Docket Number: \_\_\_\_\_

Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:**

19

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**


- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
JAMES P. MURPHY  
Name of Person Signing

April 1, 2013

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of April 1, 2013 (the "Effective Date"), by Deutsche Bank AG New York Branch, in its capacity as collateral agent (in such capacity, "Grantee"), in favor of Dole Packaged Foods, LLC, a California limited liability company ("Grantor").

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of March 28, 2003, amended and restated as of April 18, 2005 and further amended and restated as of April 12, 2006 (the "Term Credit Agreement") among Dole Food Company, Inc. ("U.S. Borrower"), Solvest, Ltd., the lenders party thereto from time to time, Deutsche Bank AG New York Branch, as collateral agent and (ii) that certain Credit Agreement, dated as of April 12, 2006, as amended on March 18, 2009, amended on October 26, 2009, amended on March 2, 2010, and further amended on July 8, 2011 (the "ABL Credit Agreement") among U.S. Borrower, the lenders party thereto from time to time, Deutsche Bank AG New York Branch, as collateral agent;

WHEREAS, in connection with the Term Credit Agreement and the ABL Credit Agreement, Grantor entered into (i) that certain Security Agreement dated as of March 28, 2003 (as amended, restated or otherwise modified from time to time, the "Term Security Agreement") and (ii) that certain Security Agreement dated as of April 12, 2006 (as amended, restated or otherwise modified from time to time, the "ABL Security Agreement")

WHEREAS, pursuant to the Term Security Agreement and the ABL Security Agreement, (i) U.S. Borrower entered into that certain Grant of Security Interest in United States Trademarks dated as of March 28, 2003 in favor of Grantee (as amended, supplemented or modified from time to time, the "2003 Trademark Security Agreement"), (ii) Grantor entered into that certain Grant of Security Interest in United States Trademarks dated as of April 12, 2006 in favor of Grantee (as amended, supplemented or modified from time to time, the "2006 Trademark Security Agreement"), (iii) U.S. Borrower entered into that certain Supplemental Trademark Security Agreement dated as of March 18, 2009 in favor of Grantee (as amended, supplemented or modified from time to time, the "2009 Dole Trademark Security Agreement"), (iv) Grantor entered into that certain Supplemental Trademark Security Agreement dated as of March 18, 2009 in favor of Grantee (as amended, supplemented or modified from time to time, the "2009 Dole Packaged Foods Trademark Security Agreement") and (v) U.S. Borrower and Grantor entered into that certain Grant of Security Interest in United States Trademarks dated as of September 9, 2011 in favor of Grantee (as amended, supplemented or modified from time to time, the "2011 Trademark Security Agreement");

WHEREAS, the 2003 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 4, 2003, at Reel 002791, Frame 0107, the 2006 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 13, 2006, at Reel 003408, Frame 0816, the 2009 Dole Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 20, 2009, at Reel 003956, Frame 0599, the 2009 Dole Packaged Foods Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 20, 2009, at Reel 003956, Frame 0609 and the 2011 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 14, 2011, at Reel 4622, Frame 0809, and on September 15, 2011, at Reel 004623, Frame 0764;

WHEREAS, Grantee has consented to the release of its Lien (as defined in the ABL Credit Agreement) on the trademarks listed on Schedule 1 attached hereto (the "Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Trademark Collateral is hereby terminated and released.

2. To the extent Grantee retains any interest in the Trademark Collateral, Grantee hereby assigns, transfers and conveys to the Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to the Trademark Collateral.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release at the Grantor's sole cost and expense.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**DEUTSCHE BANK AG NEW YORK  
BRANCH, as Grantee**

By:   
Name: **Dusan Lazarov**  
Title: **Director**

By:   
Name: **Benjamin Souh**  
Title: **Vice President**

[Dole Trademark Collateral Release Signature Page]

**TRADEMARK  
REEL: 004996 FRAME: 0714**

**SCHEDULE 1**

**Trademark Registrations/Applications**

<b>Mark</b>	<b>Registration No. (Serial No.)</b>	<b>Registration Date (Filing Date)</b>
LIFE IS SWEET	3194100	1/2/2007
DOLE FRUIT BOWLS	3020982	11/29/2005
FRUIT BOWLS	2963342	6/21/2005
TROPICAL GOLD	3174743	11/21/2006
DOLE	3375262	1/29/2008
WILDLY NUTRITIOUS	3419194	4/29/2008
CUP-A-FRUIT	2508753	11/20/2001
FRUIT BOWLS	2236329	3/20/1999
DOLE	1568638	11/28/1989
DOLE	1509411	10/18/1988
FRUIT 'N JUICE	1357435	8/27/1985
BIG VALLEY	1093910	6/20/1978
BIG VALLEY	1120142	6/12/1979
BIG VALLEY	1093909	6/20/1978
FLAVOR LAND	0868465	4/22/1969
HARVEST BEST	3905531	1/11/2011
SMOOTHIE STARTERS	3783892	5/04/2011
SHAKERS	3773760	5/12/2009
ICE CREAM MOLLI COOLZ!	3195133	1/02/2007