

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Black Diamond Capital Management, LLC		07/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sun World International, LLC.
Street Address:	16359 Driver Road
City:	Bakersfield
State/Country:	CALIFORNIA
Postal Code:	93308
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	1760153	AMBER CREST
Registration Number:	1531127	BECAUSE SEEDS ARE THE PITS
Registration Number:	2142639	BLACK DIAMOND
Registration Number:	2379492	BLACK GIANT
Registration Number:	1013649	DR. FORBES
Registration Number:	1520340	
Registration Number:	1520339	
Registration Number:	1523046	
Registration Number:	1803879	HONEYCOT
Registration Number:	1922316	HOW RED
Registration Number:	2066908	JADE
Registration Number:	0829989	KO-CHELLA
Registration Number:	1651993	L'ORANGE ROYALE
Registration Number:	1513803	LE JAUNE ROYALE

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TRADEMARK

Registration Number:	1515681	LE VERT ROYALE
Registration Number:	2251461	MIDNIGHT BEAUTY
Registration Number:	1423149	OASIS
Registration Number:	1562458	PACIFIC STAR
Registration Number:	1542787	PANORAMA
Registration Number:	1138514	RANCHO BUENA VISTA
Registration Number:	3230069	RED DIAMOND
Registration Number:	1775400	ROYALE
Registration Number:	1492508	STAR SWEET
Registration Number:	1133787	SUN WORLD
Registration Number:	1061802	SUN WORLD
Registration Number:	1853223	SUN WORLD
Registration Number:	1850396	SUN WORLD
Registration Number:	1829926	
Registration Number:	1829951	
Registration Number:	1522818	SUN WORLD SEEDLESS
Registration Number:	2167719	SUPERIOR SEEDLESS
Registration Number:	2230903	SUPER STAR
Registration Number:	0243525	VICTORIA
Registration Number:	2259988	WHERE PRODUCE BEGINS
Serial Number:	76335088	MOOSE-CAT
Serial Number:	76335086	SABLE SEEDLESS
Serial Number:	76334551	SOPHIA SEEDLESS
Serial Number:	75727031	SUN WORLD
Serial Number:	75727032	SUN WORLD

CORRESPONDENCE DATA

Fax Number: 9177777373

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

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Rebecca Rodal, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

077370/30

TRADEMARK

REEL: 005084 FRAME: 0341

	Rebecca Rodal
Signature:	/rebecca rodal/
Date:	08/02/2013
Total Attachments: 5 source=Sun World Trademark Release#page1.tif source=Sun World Trademark Release#page2.tif source=Sun World Trademark Release#page3.tif source=Sun World Trademark Release#page4.tif source=Sun World Trademark Release#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 30, 2013, is made by BLACK DIAMOND CAPITAL MANAGEMENT, L.L.C., a Delaware limited liability company with offices located at One Sound Shore Drive, Suite 200, Greenwich, CT 06830 ("Assignor"), in favor of SUN WORLD INTERNATIONAL, LLC., a Delaware limited liability company (as successor to Sun World International, Inc.) with offices located at 16359 Driver Road, Bakersfield, CA 93308 ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, Assignee and Assignor are parties to that (i) certain Financing Agreement, dated as of January 31, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), (ii) certain Security Agreement, dated as of January 31, 2003 (the "Security Agreement"), and (iii) certain Trademark Security Agreement, dated as of January 31, 2003 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, as security for the prompt payment and performance of the Secured Obligations, Assignee granted, assigned, transferred and conveyed to Assignor, for the benefit of the Lender Group, a continuing security interest in all of Assignee's right, title and interest in and to the following property, whether then existing or thereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"): (i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, then existing or thereafter adopted or acquired, together with and including all licenses therefor held by Assignee, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any other country or any political subdivision thereof (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A and Schedule B hereto, and the right to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Assignee or in the name of Assignor on behalf of the Lender Group for past, present or future infringement or uncontested use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks"); (ii) all claims, causes of action and rights to sue for past, present or future infringement or uncontested use of any Trademarks and all rights arising therefrom and pertaining thereto; (iii) all general intangibles (as defined in the UCC) related to or arising out of any of the Trademarks and all the goodwill of Assignee's business symbolized by the Trademarks or associated therewith; and (iv) all Proceeds of any and all of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 30, 2003 at Reel/Frame No. 2723/0447; and

WHEREAS, Assignee and Assignor desire that Assignor terminates, releases and discharges fully its continuing security interest in all of Assignee's right, title and interest in and to the Trademark Collateral.

NOW, THERETOFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees in favor of Assignee as follows:

Assignor hereby terminates, releases and discharges fully, its continuing security interest in all of Assignee's right, title and interest in and to the Trademark Collateral, including the Trademarks identified on Schedule A and Schedule B hereto, and reassigns and transfers any right, title and interest that Assignor may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee, or Assignee's authorized representative to record this Release with the United States Patent and Trademark Office. Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request, at Assignee's sole cost and expense, in order to confirm this Release and Assignee's right, title and interest in and to the Trademark Collateral.

This Release shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered as of the date first above written.

BLACK DIAMOND CAPITAL
MANAGEMENT, L.L.C.

By:  _____
Name: Stephen Deckoff
Title: Managing Principal

[Signature Page to Trademark Release]

TRADEMARK
REEL: 005084 FRAME: 0345

SCHEDULE A

Trademark	Country	Reg. Date	Reg. Number
Amber Crest	United States	3/23/1993	1760153
Because Seeds are the Pits	United States	3/21/1989	1531127
Black diamond	United States	3/10/1998	2142639
Black giant	United States	8/22/2000	2379492
Dr. Forbes	United States	6/17/1995	1013649
Grid Design	United States	1/10/1989	1520340
Grid Design - Grey	United States	1/10/1989	1520339
Grid Design - Grey/Silver	United States	1/31/1989	1523046
Honeycot	United States	11/9/1993	1803879
How Red	United States	9/26/1995	1922316
Jade	United States	6/3/1997	2066908
Ko-chella	United States	6/6/1987	0829989
L'Orange Royale	United States	7/23/1991	1651993
Le Jaune Royale	United States	11/22/1988	1513803
Le Vert Royale	United States	12/6/1988	1515681
Midnight Beauty	United States	6/8/1999	2251461
Oasis	United States	12/30/1986	1423149
Pacific Star	United States	10/24/1989	1562458
Panorama	United States	6/6/1989	1542787
Rancho Buena Vista	United States	8/5/2000	1138514
Red Diamond	United States	4/17/2007	3230069
Royale	United States	6/8/1993	1775400
Star Sweet	United States	6/14/1988	1492508
Sun World	United States	4/22/2000	1133787
Sun World	United States	3/22/1997	1061802
Sun World and Design	United States	9/6/1994	1853223
Sun World and Design	United States	8/16/1994	1850396
(Sun World) Design Logo	United States	4/5/1994	1829926
(Sun World) Design Logo	United States	4/5/1994	1829951
Sun World Seedless	United States	1/31/1989	1522818
Superior Seedless	United States	6/23/1998	2167719
Super Star	United States	3/9/1999	2230903
Victoria	United States	6/26/1988	0243525
Where Produce Begins	United States	7/6/1999	2259988

SCHEDULE B

Trademark	Country	App. Date	App. Number
Moose Cat	United States	11/5/2001	76/335088
Sable Seedless	United States	11/5/2001	76/335086
Sophia Seedless	United States	11/5/2001	76/334551
Sun World	United States	6/11/1999	75/727031
Sun World and Design	United States	6/11/1999	75/727032