

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HSBC BANK CANADA		12/05/2013	Schedule II Bank incorporated and regulated by the Bank Act (Canada): CANADA

RECEIVING PARTY DATA

Name:	Village Farms International, Inc.
Street Address:	4700 80TH STREET
City:	DELTA, BRITISH COLUMBIA
State/Country:	CANADA
Entity Type:	amalgamated extraprovincial company under the laws of the Province of British Columbia: CANADA

Name:	Village Farms Canada GP Inc.
Street Address:	4700 80TH STREET
City:	DELTA, BRITISH COLUMBIA
State/Country:	CANADA
Postal Code:	V4K 3N3
Entity Type:	amalgamated extraprovincial company under the laws of the Providence of British Columbia: CANADA

Name:	Village Farms Canada Limited Partnership
Street Address:	4700 80TH STREET
City:	DELTA, BRITISH COLUMBIA
State/Country:	CANADA
Postal Code:	V4K 3N3
Entity Type:	amalgamated extraprovincial company under the laws of the Providence of British Columbia: CANADA

Name:	VF Operations Canada Inc.
Street Address:	4700 80TH STREET

CH \$665.00 1704348

City:	DELTA, BRITISH COLUMBIA
State/Country:	CANADA
Entity Type:	amalgamated extraprovincial company under the laws of the Providence of British Columbia: CANADA

Name:	VF U.S. Holdings, Inc.
Street Address:	195 INTERNATIONAL PARKWAY
City:	HEATHROW
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: FLORIDA

Name:	AGRO Power Development, Inc.
Street Address:	195 INTERNATIONAL PARKWAY
City:	HEATHROW
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: DELAWARE

Name:	Village Farms, L.P.
Street Address:	195 INTERNATIONAL PARKWAY
City:	HEATHROW
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Village Farms of Delaware, L.L.C.
Street Address:	195 INTERNATIONAL PARKWAY
City:	HEATHROWf
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1704348	VILLAGE FARMS
Registration Number:	2142404	FROM OUR HOUSE TO YOUR HOME
Registration Number:	2422551	BABY BEEFS
Registration Number:	2601432	HOME CHOICE

Registration Number:	2738773	RED SPLENDOR
Registration Number:	3481665	TRIANA
Registration Number:	3530916	FROM OUR HOUSE TO YOUR HOME
Registration Number:	3530917	HYDROPERFECT
Registration Number:	3687265	HYDRO BITES
Registration Number:	2993371	HYDROPERFECT
Registration Number:	3160160	MINI SENSATIONS
Registration Number:	3091531	WHERE FRESHNESS IS ALWAYS IN SEASON
Registration Number:	4147648	GATES
Registration Number:	4155265	CMAP
Registration Number:	4148072	SWEET BELLS
Registration Number:	4092589	JUICY BEEFSTEAK
Registration Number:	4321602	EXQUISITE HEIRLOOM
Registration Number:	4092590	SAVORY ROMA
Registration Number:	4124908	HEAVENLY VILLAGIO MARZANO
Registration Number:	4227034	VILLAGE FARMS GREENHOUSE GROWN
Registration Number:	4227181	DELECTABLE TOV
Registration Number:	4231065	SCRUMPTIOUS MINI
Registration Number:	4234981	LIP SMACKN' GRAPES
Serial Number:	77443507	HYDROPERFECT CAMPARI
Serial Number:	77443508	RED SPLENDOR CAMPARI
Serial Number:	77443511	SINFULLY SWEET CAMPARI

**CORRESPONDENCE DATA**

Fax Number: 9735972400

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

Email: lstrademark@lowenstein.com

Correspondent Name: VANESSA A. IGNACIO, ESQ.

Address Line 1: 65 LIVINGSTON AVENUE

Address Line 4: ROSELAND, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:

22697/3

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

**TRADEMARK**  
**REEL: 005179 FRAME: 0205**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Vanessa A. Ignacio

Signature:

/Vanessa A. Ignacio/

Date:

12/20/2013

**Total Attachments: 15**

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**AUTHORIZATION**

To: **MCMILLAN LLP, LOWENSTEIN SANDLER LLP AND EACH ONE'S AGENTS**

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**HSBC BANK CANADA**, the Secured Party, registrant, beneficiary or holder of the Registrations as defined in the Payout Statement and Release dated August 29, 2013 attached hereto as Schedule A hereby irrevocably authorizes and directs McMillan LLP, Lowenstein Sandler LLP, and each one's agents to file such releases, registrations, financing change statements or such other filings as may be required to totally discharge the Registrations from the applicable registries.

Without limiting the foregoing, the Secured Party hereby authorizes the Obligors (as defined in the Payout Statement and Release), or any other party on behalf of the Obligors, to prepare and file termination statements, intellectual property releases and other instruments and documents evidencing the consummation of the payoff and the termination and release evidenced by the Payout Statement and Release.

IN WITNESS WHEREOF the Secured Party has executed this Authorization this DECEMBER 5<sup>TH</sup>, 2013.

**HSBC BANK CANADA**,  
by its authorized signatory(ies)

Per:

  
Authorized Signatory

Name: **BOB ELLIOTT**  
Title **ASSISTANT VICE PRESIDENT  
SPECIAL CREDIT**



**MICHAEL LE NABAT**  
ASSISTANT VICE PRESIDENT  
SPECIAL CREDIT

**Schedule A**

**See Attached Payout Statement and Release**

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**TRADEMARK**  
**REEL: 005179 FRAME: 0208**

**PAYOUT STATEMENT AND RELEASE**

**TO:** The parties listed in Schedule "A" hereto and their respective predecessor corporations (collectively, the "Obligor")

**AND TO:** Bank of Montreal ("BMO")

**AND TO:** Borden Ladner Gervais LLP ("BLG"), counsel to BMO  
McMillan LLP ("McMillan"), counsel to the Obligor

**FROM:** HSBC Bank Canada (the "Creditor")

**DATE:** August 29, 2013

IN CONSIDERATION of the payment contemplated hereby and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Creditor hereby represents, warrants, covenants and agrees for and on behalf of itself and its affiliates under the Credit Documents (as such term is defined below) that:

- At or before 4:00 p.m. (PST) on August 30, 2013 (the "Payout Date"), the aggregate outstanding principal balance (the "Principal"), accrued interest to the Payout Date (the "Interest"), earned but unpaid fees (if any) and breakage costs (if any) due from the Obligor to the Creditor up to, but not including, the Payout Date are:

PRINCIPAL	INTEREST	PER DIEM
Cdn\$	\$ [REDACTED]	\$ [REDACTED]
US\$	\$ [REDACTED]	\$ [REDACTED]
Earned but unpaid fees consisting of: \$16,000 Cdn.	[REDACTED]	[REDACTED]
Total Cdn\$	[REDACTED]	[REDACTED]

(Principal, Interest, and the fees, collectively, the "Payout Amount").

- The Obligors hereby irrevocably and direct the Creditor to pay to Fasken Martineau DuMoulin LLP the unpaid legal fees identified above from funds currently held in any account maintained by the Obligors or any of them with the Creditor;
- The Obligors have entered into certain agreements and security (the "Credit Documents") with the Creditor as described in Schedule "C".
- In addition, at the request of the Obligor, the Creditor has issued the Letter of Credit in an amount of [REDACTED] in favour of HSBC Bank USA identified in Schedule "D" hereto (the "Internal LC"), which such Internal LC was issued as back-to-back support in respect of the Letter of Credit in the amount of [REDACTED] issued by HSBC Bank USA in favour of The Travelers Indemnity Company also identified in Schedule "D"

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hereto (the "Travelers LC"), and the Obligor continues to be obligated to reimburse the Creditor for any amounts drawn on the Internal LC (the "LC Obligation").

5. The Payout Amount and LC Obligation are secured by security interests and/or hypothecs in certain or all of the Obligor's assets (collectively, the "Security Interests"), and are represented by the registrations set forth in Schedule "B" hereto (collectively, the "Registrations").
6. The Payout Amount and LC Obligation comprises all of the indebtedness owed to the Creditor by the Obligor arising out of or in connection with the Credit Documents. The Creditor has not sold, assigned, encumbered, parted with possession of or granted any interest in all or any part of such indebtedness or the Security Interests. The representations and warranties made in this section 6 will be true at the time when the Payout Amount is paid to the Creditor.
7. BMO has agreed to issue a new Letter of Credit to replace the Travelers LC as quickly as is commercially reasonable, but it is anticipated that this will not occur until after the Creditor has discharged its Security Interests. As an incentive to the Creditor to discharge its Security Interests BMO has agreed to indemnify the Creditor, its successors and assigns, and by these presents does hereby indemnify defend and hold harmless the Creditor, its successors and assigns from and against any loss, liability, obligation, claim, damages, fines and other penalties, costs, charges or expenses including reasonable legal fees arising from any claim, demand, action or suit against the Creditor under the Internal LC, wherever or however arising. BMO further acknowledges and agrees that its obligation to indemnify the Creditor hereunder shall, subject to what is stated below, be absolute and unconditional and shall not be subject to any claim or counterclaim arising under any other matter or thing between BMO and the Creditor. BMO and the Creditor acknowledge and agree that the indemnification provided for hereunder by BMO shall terminate with respect to the amount of the undrawn portion of the Travellers LC and the Internal LC upon the Travelers LC being returned to HSBC Bank USA for cancellation and the Internal LC being returned to the Creditor for cancellation. Upon the Travelers LC being returned to HSBC Bank USA for cancellation, the Creditor acknowledges and agrees that it will cause HSBC Bank USA to forthwith return the Internal LC to the Creditor for cancellation.
8. Upon receipt by the Creditor of payment in full of the Payout Amount:
  - (a) all indebtedness of the Obligor to the Creditor arising out of or in connection with the Credit Documents (the "Indebtedness") shall have been repaid in full and all obligations of the Obligor to the Creditor relating thereto shall have been fully satisfied and performed;
  - (b) all manner of actions, causes of action, suits, demands, debts, dues, accounts, covenants, contracts, damages, and any rights relating thereto, under all Credit Documents shall be and be deemed to be irrevocably and forever discharged and released;



- (c) all security interests, liens, guarantees, and any rights relating thereto, including without limitation, the Security Interests (or security interests granted by any other person or entity, currently held by or for the benefit of the Creditor in respect of the Indebtedness or obligations of the Obligor to the Creditor relating thereto) under all Credit Documents shall be and be deemed to be irrevocably and forever discharged and released;
  - (d) all agreements, documents or instruments evidencing or related to the Indebtedness (except for the Security Interests, which shall be automatically terminated and released pursuant to paragraph (c) above) or granted to the Creditor in connection therewith including, without limitation, all amendments thereto and replacements thereof, shall be and be deemed to be terminated;
  - (e) the Creditor shall, at the cost of the Obligor, execute and deliver to the Obligor, BMO, BLG or McMillan, as any such person may request, registerable discharges and releases of any and all Security Interests or any caveat, financing statement or notice in respect thereof held by the Creditor as direct or indirect security for the Indebtedness
9. In consideration of these presents and the discharge of the Security Interests while the Internal LC remains outstanding, the Obligors acknowledge and agree that all manner of actions, causes of action, suits, demands, debts, dues, accounts, covenants, contracts, damages, and any rights relating thereto, under all Credit Documents shall be and be deemed to be irrevocably and forever discharged and released;
10. This Payout Statement and Release shall be binding upon the Creditor, the Obligor and BMO, and shall enure to the benefit of the Creditor, the Obligor, BMO, BLG and McMillan and their respective successors and assigns. This Payout Statement and Release may be executed by facsimile, PDF or other similar electronic transmission and each of the parties hereto may rely on such facsimile, PDF or other similar electronic signature as though that facsimile, PDF or electronic signature were an original handwritten signature. This Payout Statement and Release may be executed in counterparts by the parties hereto and such execution shall be valid for all intents and purposes and the executed counterparts shall together form one document and any signed counterpart transmitted by facsimile shall be as valid and effectual as if it were an originally signed copy of such counterpart.
11. This Payout Statement and Release shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

[Signature Page Follows]

HSBC BANK CANADA

**BOB ELLIOTT**  
ASSISTANT VICE PRESIDENT  
SPECIAL CREDIT

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_

**MICHAEL LE NABAT**  
ASSISTANT VICE PRESIDENT  
SPECIAL CREDIT

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/we have authority to bind the bank

**BANK OF MONTREAL**

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/we have authority to bind the bank

Acknowledged and agreed to as of the \_\_\_\_ day of August, 2013.

**VILLAGE FARMS CANADA LIMITED PARTNERSHIP**

by its general partner, Village Farms Canada GP Inc.,

by its authorized signatory

Per: Andrew Sigant  
Authorized Signatory

**VILLAGE FARMS INTERNATIONAL, INC.**

Per: Andrew Sigant  
Authorized Signatory

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**HSBC BANK CANADA**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/we have authority to bind the bank

**BANK OF MONTREAL**

Per:  \_\_\_\_\_  
Name: David Ma  
Title: Managing Director, Asset Based Lending

Per: \_\_\_\_\_  
Name:  
Title:

I/we have authority to bind the bank

Acknowledged and agreed to as of the \_\_\_\_ day of August, 2013.

**VILLAGE FARMS CANADA LIMITED PARTNERSHIP**

by its general partner, Village Farms Canada GP Inc.,

by its authorized signatory

Per: \_\_\_\_\_  
Authorized Signatory

**VILLAGE FARMS INTERNATIONAL, INC.**

Per: \_\_\_\_\_  
Authorized Signatory

**HSBC BANK CANADA**

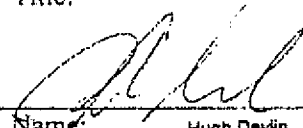
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Per: \_\_\_\_\_  
Name:  
Title:

I/we have authority to bind the bank

**BANK OF MONTREAL**

Per: \_\_\_\_\_  
Name:  
Title:

Per:  \_\_\_\_\_  
Name: Hugh Devlin  
Title: Managing Director  
Corporate Finance, ABL  
BMO Bank of Montreal

I/we have authority to bind the bank

Acknowledged and agreed to as of the \_\_\_\_ day of August, 2013.

**VILLAGE FARMS CANADA LIMITED PARTNERSHIP**

by its general partner, Village Farms Canada GP Inc.,

by its authorized signatory

Per: \_\_\_\_\_  
Authorized Signatory

**VILLAGE FARMS INTERNATIONAL, INC.**

Per: \_\_\_\_\_  
Authorized Signatory

**VF OPERATIONS CANADA INC.**

Per: Andrew Gigante  
Authorized Signatory

**AGRO POWER DEVELOPMENT, INC.**

Per: Andrew Gigante  
Authorized Signatory

**VILLAGE FARMS, L.P.**

by its general partner, Village Farms of Delaware, L.L.C.,  
by its authorized signatory

Per: Andrew Gigante  
Authorized Signatory

**VF U.S. HOLDINGS, INC.**

Per: Andrew Gigante  
Authorized Signatory

**VILLAGE FARMS OF DELAWARE, L.L.C.**

Per: Andrew Gigante

**SCHEDULE "A" TO PAYOUT STATEMENT AND RELEASE**

1. Village Farms International, Inc.
2. Village Farms Canada GP Inc.
3. Village Farms Canada Limited Partnership
4. VF Operations Canada Inc.
5. VF US Holdings Inc.
6. Agro Power Development Inc.
7. Village Farms, LP
8. Village Farms of Delaware, L.L.C.

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**SCHEDULE "B" TO PAYOUT STATEMENT AND RELEASE**

**PERSONAL PROPERTY SECURITY LEGISLATION**

**CANADIAN REGISTRATIONS**

**British Columbia Personal Property Registry**

Debtor(s)	Base Registration Number	Jurisdiction
Village Farms Canada Limited Partnership	556527E	BC
Village Farms Canada Limited Partnership, Village Farms Canada GP Inc., Village Farms International, Inc. and VF Operations Canada Inc.	377581G	BC
Village Farms International, Inc.	655328C	BC

**Canadian Bank Act Registrations**

Debtor(s)	Registration Number	Jurisdiction
Village Farms Canada Limited Partnership	01270184	BC

**UNITED STATES REGISTRATIONS**

**UCC Registrations:**

Debtor(s)	Initial Filing Number	Jurisdiction
Agro Power Development, Inc.	63546785	DE - Delaware
Village Farms, L.P.	63547049	DE - Delaware
VF U.S. Holdings Inc.	63546678	DE - Delaware
Village Farms of Delaware, L.L.C.	63546967	DE - Delaware
Agro Power Development, Inc., Village Farms of Delaware, L.L.C., Village Farms, L.P., and VF U.S. Holdings Inc.	20131159673	DE - Delaware

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**U.S Trademark Registrations**

Trademark No.	Registration Date	Mark
1704348	07/28/1992	VILLAGE FARMS
2142404	03/10/1998	FROM OUR HOUSE TO YOUR HOME
2422551	01/23/2001	BABY BEEFS
2601432	07/30/2002	HOME CHOICE
2738773	07/15/2003	RED SPLENDOR
3481665	08/05/2008	TRIANA
3530916	11/11/2008	FROM OUR HOUSE TO YOUR HOME
3530917	11/11/2008	HYDROPERFECT
3687265	09/22/2009	HYDRO BITES
2993371	09/06/2005	HYDROPERFECT
3160160	10/17/2006	MINI SENSATIONS
3091531	05/09/2006	WHERE FRESHNESS IS ALWAYS IN SEASON
4147648	05/22/2012	GATES
4155265	06/05/2012	CMAF
4148072	05/22/2012	SWEET BELLS
4092589	01/24/2012	JUICY BEEFSTEAK
4321602	04/16/2013	EXQUISITE HEIRLOOM
4092590	01/24/2012	SAVORY ROMA
4124908	04/10/2012	HEAVENLY VILLAGIO MARZANO
4227034	10/16/2012	VILLAGE FARMS GREENHOUSE GROWN
4227181	10/16/2012	DELECTABLE TOV
4231065	10/23/2012	SCRUMPTIOUS MINI
4234981	10/30/2012	LIP SMACKN' GRAPES

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### U.S. TRADEMARK APPLICATIONS

#### U.S. Trademark Application Registrations

Application No.	Application Date	Mark
77443507	04/09/2008	HYDROPERFECT CAMPARI
77443508	04/09/2008	RED SPLENDOR CAMPARI
77443511	04/09/2008	SINFULLY SWEET CAMPARI
85388204	08/03/2011	PURE REBEL

#### U.S. Patent Registrations

Patent No.	Issue Date	Title
5189831	03/02/1993	METHOD AND DEVICE FOR THE BIOLOGICAL CONTROL OF FLYING INSECTS
5057316	10/15/1991	METHOD AND DEVICE FOR THE BIOLOGICAL CONTROL OF INSECTS
5427784	06/27/1995	DEVICE CONTAINING FUNGUS FOR THE BIOLOGICAL CONTROL OF INSECTS
5989898	11/23/1999	METHOD FOR STORING FUNGAL CONIDIA
5554368	09/10/1996	PSEUDOMONAS SYRINGAE ATCC 55389 AN USE THEREOF FOR INHIBITING MICROBIAL DECAY ON FRUIT
5679362	10/21/1997	PACKAGED FUNGAL CULTURE STABLE TO LONG TERM STORAGE
5512280	04/30/1996	MAINTENANCE AND LONG TERM STABILIZATION OF FUNGAL CONIDIA USING SURFACTANTS
5733774	03/31/1998	METHOD AND COMPOSITION FOR PRODUCING STABLE BACTERIA AND BACTERIAL FORMULATIONS

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## SCHEDULE "C" CREDIT DOCUMENTS

1. Facility Letter dated March 28, 2013, as amended from time to time;
2. Line of Credit by Way of Current Account Overdraft Agreement dated March 28, 2013, granted by Village Farms Canada Limited Partnership;
3. US Line of Credit by Way of Current Account Overdraft Agreement dated March 28, 2013, granted by Village Farms Canada Limited Partnership;
4. General Security Agreement dated September 30, 2011 granted by Village Farms Canada Limited Partnership;
5. Security under section 427 of the *Bank Act* (Canada), granted by Village Farms Canada Limited Partnership;
6. Indemnity dated September 30, 2011 granted by Village Farms Canada Limited Partnership;
7. Guarantee dated September 30, 2011 granted by Village Farms International, Inc. to the Bank;
8. Guarantee dated September 30, 2011 granted by VF Operations Canada Inc. to the Bank;
9. General Security Agreement dated September 30, 2011 granted by Village Farms International, Inc. to the Bank;
10. General Security Agreement dated September 30, 2011 granted by VF Operations Canada Inc. to the Bank;
11. Guarantee and Collateral Agreement effective as of March 28, 2013 granted by VF US Holdings Inc., Agro Power Development, Inc., Village Farms of Delaware, LLC and Village Farms, LP;
12. Intellectual Property Security Agreement effective as of September 22, 2011 granted by Village Farms, LP;

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**SCHEDULE "D" LETTERS OF CREDIT**

1. Letter of Credit issued by HSBC Bank USA NA in favour of Travellers Indemnity Company for drawings of up to [REDACTED], bearing reference number [REDACTED].
2. Letter of Credit issued by the Creditor to HSBC Bank USA NA for drawings of up to [REDACTED], bearing reference number [REDACTED].

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