

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Pacific Ridge Farms, LLC</td> <td></td> <td>02/27/2014</td> <td>LIMITED LIABILITY COMPANY: INDIANA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Pacific Ridge Farms, LLC		02/27/2014	LIMITED LIABILITY COMPANY: INDIANA	
Name	Formerly	Execution Date	Entity Type						
Pacific Ridge Farms, LLC		02/27/2014	LIMITED LIABILITY COMPANY: INDIANA						
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: 8									
Property Type	Number	Word Mark							
Registration Number:	4372916	PACIFIC RIDGE FARMS							
Registration Number:	3716245	NATURAL CHOICE							
Registration Number:	3471426	FULL OF FRUIT							
Registration Number:	2562626	FULL OF FRUIT							
Registration Number:	2511487	NATURAL CHOICE							
Registration Number:	2215107	NATURAL CHOICE							
Registration Number:	2092564	RED GEM							
Registration Number:	1535634	PUREVEG							
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@goldbergkohn.com								

OP \$215.00 4372916

Correspondent Name: Nancy Brougher, Paralegal
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

Signature: /njb/

Date: 02/28/2014

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of February 27, 2014, by PACIFIC RIDGE FARMS, LLC ("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, pursuant to a Supplement to Security Agreement dated February 27, 2014, the Grantor has joined as a party and entered into a certain 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.

PACIFIC RIDGE FARMS, LLC

By: Frozsun, Inc., its Manager

By: Ed Holt
Name: Ed Holt
Title: President/CEO

SCHEDULE A TO GRANT OF A SECURITY INTEREST -- TRADEMARKS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
PACIFIC RIDGE FARMS	85173962	4372916	07/23/13
NATURAL CHOICE	77488479	3716245	11/24/09
FULL OF FRUIT	77343620	3471426	07/22/08
FULL OF FRUIT	75804092	2562626	04/16/02
NATURAL CHOICE	75709063	2511487	11/27/01
NATURAL CHOICE	75183624	2215107	12/29/98
RED GEM	75025849	2092564	09/02/97
PUREVEG	73745304	1535634	04/18/89