

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM302869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sun Valley Produce LLC		01/27/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Summitbridge National Investments II LLC
<b>Street Address:</b>	1345 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10105
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: <del>UNITED STATES</del> DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4288603	PLEASANT VALLEY PRODUCE

**CORRESPONDENCE DATA**

**Fax Number:** 2026823580  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 2026823511  
**Email:** mlyons@kayescholer.com  
**Correspondent Name:** Mary Lyons  
**Address Line 1:** 901 15th Street NW  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

<b>NAME OF SUBMITTER:</b>	Mary Lyons
<b>SIGNATURE:</b>	/Mary Lyons/
<b>DATE SIGNED:</b>	04/29/2014

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, Sun Valley Produce, LLC, a California limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Revolving Loan Agreement, dated as of January 27, 2014 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement"), among Grantor, its affiliates party thereto, and SummitBridge National Investments II LLC (together with its respective successors and assigns, the "Lender"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of January 27, 2014 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Collateral Agreement"), among Grantor, the other grantors party thereto, and Lender (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in or other Lien on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any trademark license, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

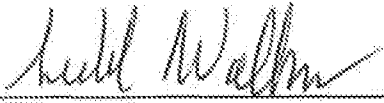
Except to the extent permitted in the Collateral Agreement or the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27<sup>th</sup> day of January, 2014.

SUN VALLEY PRODUCE, LLC

By:   
Name: Todd Walker  
Title: Secretary

{Signature Page to Trademark Security Agreement (SVP - Revolving Loan Agreement)}

**TRADEMARK**  
**REEL: 005274 FRAME: 0273**

**ACKNOWLEDGED:**

**SUMMITBRIDGE NATIONAL  
INVESTMENTS II LLC**

By: 

Name: **Glenn P. Cummins**  
Title: **Treasurer**

**SCHEDULE 1**  
**to**  
**Trademark Security Agreement**

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Owner</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
Sun Valley Produce, LLC	PLEASANT VALLEY PRODUCE AND DESIGN	2/12/2013	4,288,603

Applications:

None.