

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Driscoll Strawberry Associates, Inc.		04/06/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American AgCredit, PCA		
<b>Street Address:</b>	5560 South Broadway		
<b>City:</b>	Eureka		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95503		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4700133	DIAMOND	
<b>Serial Number:</b>	86533670	ELIZABETH	
<b>Serial Number:</b>	86191522		
<b>Serial Number:</b>	86191541		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6502130300		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP / Christina Ishihara		
<b>Address Line 1:</b>	3000 El Camino Real, Bldg 5, 9th Floor		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	1448012-0011		
<b>NAME OF SUBMITTER:</b>	Christina Ishihara		
<b>SIGNATURE:</b>	/Christina Ishihara/		
<b>DATE SIGNED:</b>	04/06/2015		
<b>Total Attachments: 4</b>			
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, this Grant of Trademark Security Interest is executed and delivered by **DRISCOLL STRAWBERRY ASSOCIATES, INC.**, a California corporation (“**Grantor**”) as of April 6, 2015 pursuant to the Security Agreement, dated as of December 23, 2010 among Grantor, American AgCredit, PCA, as Collateral Agent, and the other grantors named therein (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”); and

**WHEREAS**, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Security Agreement, Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral; and

**WHEREAS**, capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith. Notwithstanding the foregoing, any trademark applications filed in the U.S. Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such trademark shall be excluded from the definition of Trademarks unless and until acceptable evidence of use of such trademark has been filed with the U.S. Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application. Such “intent-to-use” applications shall be automatically included within the definition of Trademarks, and subject to the Lien granted and deemed included in the Collateral pursuant to the Security Agreement, immediately upon the filing with the U.S. Patent and Trademark Office of a statement of use with respect to any such “intent-to-use” applications; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

DRISCOLL STRAWBERRY ASSOCIATES,  
INC.

By:   
Name: Sanjeev Tandon  
Title: Chief Financial Officer

[Signature Page to Grant of Trademark Security Interest]

**TRADEMARK**  
**REEL: 005493 FRAME: 0150**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Trademarks**

**UNITED STATES TRADEMARKS:**

Registrations:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DRISCOLL STRAWBERRY ASSOCIATES, INC.	DIAMOND	4700133	3/10/2015

Applications:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>
DRISCOLL STRAWBERRY ASSOCIATES, INC.	ELIZABETH	86533670	2/12/2015
DRISCOLL STRAWBERRY ASSOCIATES, INC.	Design Only	86191522	2/12/2014
DRISCOLL STRAWBERRY ASSOCIATES, INC.	Design Only	86191541	2/12/2014

Licenses:

**OTHER TRADEMARKS:**

Registrations:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DRISCOLL STRAWBERRY ASSOCIATED, INC.	DRISCOLLS	0043159 [PR State mark]	2/29/2000
DRISCOLL STRAWBERRY ASSOCIATES, INC.	Design Only	0043160 [PR State mark]	2/29/2000
DRISCOLL STRAWBERRY ASSOCIATES, INC.	THE FINEST BERRIES IN THE WORLD	0039452 [PR State mark]	3/31/1998