

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		02/11/2016	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Sunrise Growers, Inc.		
Street Address:	701 West Kimberly Ave.		
Internal Address:	Suite 210		
City:	Placentia		
State/Country:	CALIFORNIA		
Postal Code:	92870		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2647976	SUNRISE GROWERS	
Registration Number:	3244050	SUNRISE GROWERS	
Registration Number:	4509189	SUNRISE GROWERS	
Registration Number:	1655650	ORCHARD DELIGHT	
Registration Number:	1659912	BERRIES SUPREME	
Registration Number:	3744565	GEMS OF FRUIT	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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>			
Phone:	(650) 251-5051		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Aditi Sherikar, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	002363/0005		
NAME OF SUBMITTER:	Aditi Sherikar		
SIGNATURE:	/as/		

CH \$165.00 2647976

DATE SIGNED:	02/16/2016
Total Attachments: 3 source=SunriseGrowersTrademarkRelease#page1.tif source=SunriseGrowersTrademarkRelease#page2.tif source=SunriseGrowersTrademarkRelease#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") dated as of February 11, 2016 from Bank of Montreal, in its capacity as Administrative Agent (the "Agent") for the Secured Creditors (as defined in the Credit Agreement), to Sunrise Growers, Inc. (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Second Amended and Restated Security Agreement, dated as of October 30, 2009, among the Grantor, the Agent and the other parties thereto (together with all amendments and modifications, if any, from time to time made thereto, the "Security Agreement") and (ii) the Trademark Security Agreement, dated as of October 9, 2015, between the Agent and the Grantor (the "IP Security Agreement"), the Grantor granted to the Agent for the benefit of the Agent and the other Secured Creditors, a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on October 29, 2015, at Reel 5656 and Frame 0011;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

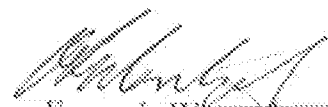
NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all proceeds therefrom and all other rights therein pledged or granted to the Agent under the Security Agreement and the IP Security Agreement. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including the preamble and the recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Bank of Montreal, as Administrative Agent

By: 
Name: Francois Wentzel
Title: Managing Director

Schedule A**U.S. Trademark Registrations and Applications**

Trademark	Serial No.	Registration No.	Registered Owner
SUNRISE GROWERS	76043332	2647976	SUNRISE GROWERS, INC.
SUNRISE GROWERS	78776158	3244050	SUNRISE GROWERS, INC.
SUNRISE GROWERS	85842008	4509189.	SUNRISE GROWERS, INC..
ORCHARD DELIGHT	74068939	1655650	SUNRISE GROWERS, INC.
BERRIES SUPREME	74069088	1659912	SUNRISE GROWERS, INC.
GEMS OF FRUIT	77770956	3744565	SUNRISE GROWERS, INC.