

Form PTO-1594

(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):**Fresh Advantage, Inc.**950 E. Blanco Road
Salinas, CA 93901

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Other

Citizenship VirginiaExecution Date(s) June 28, 2005Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No**3. Nature of conveyance:**

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Other

2. Name and Address of receiving party(ies)Additional name(s) & address(es) attached? ☐ Yes ☒ NoName: Wachovia Bank, National
Association, as Collateral AgentInternal Address: Charlotte PlazaStreet Address: 201 South College Street, CP 8City: CharlotteState: North CarolinaCountry: USA Zip: 28288 0680

☐ Association – Citizenship
☐ General Partnership – Citizenship
☐ Limited Partnership – Citizenship
☐ Corporation – Citizenship
☒ Other National Banking Association
 Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No.**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

78565804	78496501	78496511
78534042	78575374	78269990
78299424	78532186	78310651
76221150	78547363	76379308
78408142	78167078	78299428

B. Trademark Registration No(s).

1919654	2178338	2859000
2877711	2720004	2707767
2628598	2714741	2413140
2473412	2425072	2384248
2880392	2155832	2346673
2462558	1355704	2363302

Additional numbers attached? ☒ Yes ☐ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

Kenneth A. Rubenstein, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
 Four Times Square
 New York, New York 10036
 Tel: (212) 735-4188
 Fax: (917) 777-4188
 KRubenst@skadden.com

6. Total number of applications and registrations involved: 75**7. Total fee (37 CFR 1.21(h) and 3.41) \$1560**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account
 (Our Ref. 050210/6)

8. Payment InformationDeposit Account No. 19-2385Authorized user Name: Philip H. Bartels**9. Signature.**

Signature

Kenneth Rubenstein

Name of Person Signing

July 18, 2005

Date

Total number of pages including cover sheet, and documents:

29

CH \$1560.00 192385 78565804

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CONTINUATION OF

**1. Name of conveying party(ies)/Execution
Date(s):**

Fresh Express Incorporated

950 E. Blanco Road

Salinas, CA 93901

(Delaware Corporation)

Transfresh Corporation

950 E. Blanco Road

Salinas, CA 93901

(Delaware Corporation)

CONTINUATION OF ITEM 4B. Trademark Registration Numbers

B. Trademark Reg. No(s).
1989800
1932671
2218375
2355350
2866618
2569875
2323851
2776542
2826982
2895732
2313742
2531188
2458415
2388846
2494146
2350349
2928418
2895731
2581704
2578100
2315991
2936112
2213546
2335603
2418472
2910836
2340678
2833193
2858841
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2827812
2356287
1736904
2442070
2290700
2694754

2707766
2348645
2555381
2720662
2241356
2501721
2589314
1861926
2910811
2332037
2036587
2323505
2924362
2345719
2321207
1892272
2932855

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 28, 2005 among each Person (as defined in the Security Agreement as defined below) which is listed on Schedule I hereto as a grantor (hereinafter such Persons are collectively referred to as the "Grantors" or individually referred to as a "Grantor") and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for itself and the Fresh Express Secured Parties (as defined in the Credit Agreement as defined below).

RECITALS

A. Each of the Grantors as of the time of execution hereof is a Subsidiary of Chiquita Brands L.L.C., a Delaware limited liability company (the "Company").

B. Pursuant to the Stock Purchase Agreement dated February 22, 2005 and entered into by and between Holdings (as defined in the Credit Agreement referred to below), as purchaser, and Performance Food Group Company, a Tennessee corporation, as seller (the "Seller"), Holdings has agreed to acquire, or has agreed to cause the Company to acquire (the "Acquisition") from the Seller all of the issued and outstanding shares of the capital stock of Fresh International Corp., a Delaware corporation, Fresh Advantage, Inc., a Virginia corporation, Redi-Cut Foods, Inc., an Illinois corporation, and K.C. Salad Holdings, Inc., a Missouri corporation (collectively, the "Fresh Express Companies").

C. The Company has requested that (1) simultaneously with the consummation of the Acquisition, the Lenders (as defined in the Credit Agreement referred to below) lend to the Company up to \$600,000,000, the proceeds of which will be used to pay to the Seller a portion of the cash consideration for the shares of capital stock in the Fresh Express Companies, to pay certain transaction fees and expenses, and to refinance certain existing indebtedness of the Company, and (2) from time to time thereafter, the Lenders make Revolving Loans to the Company and the L/C Issuers issue Letters of Credit (as defined in the Credit Agreement referred to below) for the account of the Company to provide working capital for the Company and its subsidiaries (including, without limitation, to fund Permitted Acquisitions (as defined in the Credit Agreement referred to below)).

D. Pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), among the Company, as borrower, the Lenders, the Collateral Agent and others, the Term C Lenders have agreed to make the Term C Loans upon the terms and subject to the conditions set forth therein proceeds of which will be used to pay to the Seller a portion of the cash consideration for the shares of capital stock in the Fresh Express Companies.

E. The Term C Lenders are willing to make the Term C Loans as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of itself and the Fresh Express Secured Parties, that certain Security Agreement dated as of the date hereof by and

among the Collateral Agent for the benefit of itself and the Fresh Express Secured Parties and the other parties thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

F. Pursuant to the Security Agreement, all parties hereto are required to execute and deliver to the Collateral Agent, for the benefit of itself and the Fresh Express Secured Parties, this Trademark Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

ARTICLE I. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the Credit Agreement, as applicable.

ARTICLE II. GRANT OF SECURITY INTEREST AND LIEN IN TRADEMARK COLLATERAL.

2.01 Each Grantor, in order to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Fresh Express Secured Obligations owed by such Grantor, hereby grants to the Collateral Agent, for the benefit of itself and the Fresh Express Secured Parties, a continuing security interest and Lien in and right to set off against any and all right, title and interest of such Grantor in and to the following that is owned as of the Specified Date (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, and all Trademark Licenses to which it is a party, including without limitation those referred to opposite such Grantor's name on Schedule I hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) to the extent not included in the definition of "Trademarks," all applications for registration, registrations, renewals, reissues or extensions of the foregoing or pertaining thereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) to the extent not otherwise included, all Proceeds and products of and from the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (ii) injury to the goodwill associated

with any Trademark or any Trademark licensed under any Trademark License or (iii) Trademark License royalties.

2.02 Anything contained in this Trademark Security Agreement to the contrary notwithstanding, the term "Trademark Collateral" shall not include any Trademark or Trademark License that is held by any Grantor, as of the Specified Date, as a licensee, to the extent that: (a) as a result of the grant of a security interest or Lien therein, such Grantor's rights in or with respect to such asset would be forfeited or such Grantor would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law, including, without limitation, after giving full effect to Section 9-408 of the UCC; provided, however, that the term "Trademark Collateral" shall include (1) any and all Proceeds of such Trademarks and Trademark Licenses, and (2) such Trademarks and Trademark Licenses at any time that the restrictions in the license or other agreement are no longer effective and enforceable (including as a result of the exercise of an option to purchase or the repayment of the secured financing) or at any time that the applicable licensor or other applicable party's consent is obtained to the grant of a security interest and Lien in and to such Trademark or Trademark License in favor of Collateral Agent, for the benefit of the Fresh Express Secured Parties.

2.03 Each Grantor and the Collateral Agent, on behalf of itself and the Fresh Express Secured Parties, hereby acknowledges and agrees that the security interest and Lien created hereby in the Trademark Collateral (i) constitutes continuing collateral security for all of the Fresh Express Secured Obligations of such Grantor and (ii) is not to be construed as an assignment or sale of any Trademarks or Trademark Licenses. Notwithstanding anything contained in this Trademark Security Agreement, no Subsidiary of Holdings shall be deemed to have granted by reason of this Trademark Security Agreement or any of the other Credit Documents any Lien on any of its property or assets to secure any liabilities or obligations of Holdings (including, without limitation, the liabilities and obligations of Holdings under any of the Credit Documents).

ARTICLE III. APPOINTMENT OF COLLATERAL AGENT AS ATTORNEY-IN-FACT.

3.01 Grantors hereby irrevocably constitute and appoint the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantors or in its name, from time to time, in the Collateral Agent's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors 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.

3.02 This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Fresh Express Secured Obligations remain outstanding or any Credit Document in respect of the Fresh Express Secured Obligations is in effect, and until all of the Commitments in respect of the Term C Facility shall have terminated. The Collateral Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers,

privileges and options expressly or implicitly granted to the Collateral Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Collateral Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Collateral Agent solely to protect, preserve and realize upon its security interest and Lien in the Trademark Collateral.

ARTICLE IV. AGREEMENT BY GRANTORS NOT TO ASSIGN OR ENCUMBER ANY OF THE TRADEMARK COLLATERAL.

Except to the extent not prohibited in the Security Agreement or the Credit Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

ARTICLE V. SECURITY AGREEMENT.

The rights, Liens and security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens and security interests granted to the Collateral Agent, on behalf of itself and the Fresh Express Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and 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. In event of an irreconcilable conflict, the Security Agreement shall control.

ARTICLE VI. RECORDATION.

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, worldwide, record this Trademark Security Agreement.

ARTICLE VII. GOVERNING LAW; WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION; VENUE.

UNLESS OTHERWISE PROVIDED IN ANY CREDIT DOCUMENT, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PROVISIONS OF THE SECURITY AGREEMENT RELATING TO WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION, VENUE AND ARBITRATION ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

FRESH ADVANTAGE, INC., as a Grantor

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
COUNTY OF Monterey) ss.

On this 24 day of June, 2005 before me personally appeared Mark Drever, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fresh Advantage, Inc., who being by me duly sworn did depose and say that [he][she] is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by their Board of Directors and that [he][she] acknowledged said instrument to be the free act and deed of said corporation.

Teresa Babbitt
Notary Public

{seal}



REDI-CUT FOODS, INC., as a Grantor

By: Mark Devo
Name: Mark Devo
Its: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
COUNTY OF Monterey) ss.

On this 24 day of June, 2005 before me personally appeared Mark Grever, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Redi-Cut Foods, Inc., who being by me duly sworn did depose and say that [he][she] is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by their Board of Directors and that [he][she] acknowledged said instrument to be the free act and deed of said corporation.

Teresa Babbitt
Notary Public

{seal}



FRESH EXPRESS INCORPORATED, as a
Grantor

By: Mark Deeva
Name: Mark Deeva
Its: President

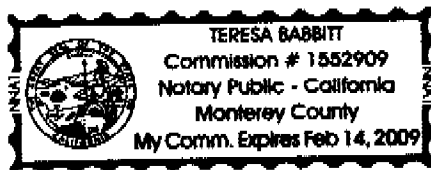
ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
COUNTY OF Monterey) ss.

On this 24 day of June, 2005 before me personally appeared Mark Drever, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fresh Express Incorporated, who being by me duly sworn did depose and say that [he][she] is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by their Board of Directors and that [he][she] acknowledged said instrument to be the free act and deed of said corporation.

Teresa Babbitt
Notary Public

{seal}



TRANSFRESH CORPORATION, as a Grantor

By: Mark Allen

Name: _____

Its: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
COUNTY OF Monterey) ss.

On this 24 day of June, 2005 before me personally appeared Mark Dreher, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Transfresh Corporation, who being by me duly sworn did depose and say that [he][she] is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by their Board of Directors and that [he][she] acknowledged said instrument to be the free act and deed of said corporation.

Teresa Babbitt
Notary Public

{seal}



ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: *L. Richard DiDonato*
Name: *L. Richard DiDonato*
Title: *MD*

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Grantors:

Fresh Express Incorporated

Fresh Advantage, Inc.

Redi-Cut Foods, Inc.

TransFRESH Corporation

FILE NAME	Jurisdiction	Application No. Serial No.	Date Filed	Registration No.	Date Registered	Owner of Trademark
Asian Supreme	United States	78/565804	2/11/2005	N/A	N/A	Fresh Express Incorporated
BLT Caesar	United States	78/496,501	10/7/2004	N/A	N/A	Fresh Express Incorporated
Breathable Bag for Freshness and Design	United States	74/562,674	8/18/1994	1,919,654	9/19/1995	Fresh Express Incorporated
Caesar Supreme	United States	75/309,861	6/17/1997	2,178,338	8/4/1998	Fresh Express Incorporated
Caesarlite	United States	78/496,511	10/7/2004	N/A	N/A	Fresh Express Incorporated
Café Fresh	United States	78/222,163	3/5/2003	2,859,000	6/29/2004	Fresh Express Incorporated
California Crisp	United States	78/304,503	9/23/2003	2,877,711	8/24/2004	Fresh Express Incorporated
Cool Watermelon	United States	76/360,152	1/17/2002	2,720,004	5/27/2003	Fresh Express Incorporated
Cool Watermelon Grape	United States	76/266,565	6/4/2001	2,707,767	4/15/2003	Fresh Express Incorporated
Crazy Carol Carrot	United States	75/644,812	2/22/1999	2,628,598	10/1/2002	Fresh Express Incorporated
Crisp Apple Orange	United States	76/292,637	7/30/2001	2,714,741	5/6/2003	Fresh Express Incorporated
Crisper Zipper	United States	75/682,885	4/14/1999	2,413,140	12/12/2000	Fresh Express Incorporated
Delicate Early Pick	United States	76/048,511	5/15/2000	2,473,412	7/31/2001	Fresh Express Incorporated
Dixon Pride	United States	75/889,581	1/6/2000	2,425,072	1/30/2001	Fresh Advantage, Incorporated
Double Carrots	United States	75/756,214	7/21/1999	2,384,248	9/5/2000	Fresh Express Incorporated
Everything But The Dressing	United States	78/211,964	2/6/2003	2,880,392	8/31/2004	Fresh Express Incorporated

FILE NAME	Jurisdiction	Application No. Serial No.	Date Filed	Registration No.	Date Registered	Owner of Trademark
Fresh Advantage	United States	75/977,005	2/21/1991	2,155,832	5/5/1998	Fresh Express Incorporated
Fresh Express	United States	75/571,155	10/15/1998	2,346,673	5/2/2000	Fresh Express Incorporated
Fresh Express America's Fresh Cole Slaw and Design	United States	75/736,625	6/24/1999	2,462,558	6/19/2001	Fresh Express Incorporated
Fresh Express & Design	United States	73/496,194	8/23/1984	1,355,704	8/20/1985	Fresh Express Incorporated
Fresh Express and Design	United States	75/623,223	1/19/1999	2,363,302	6/27/2000	Fresh Express Incorporated
Fresh Express & Design	United States	78/534,042	12/16/2004	N/A	N/A	Fresh Express Incorporated
Fresh Express & Design	Australia (Int'l Register)	78534042	12/16/2004	N/A	N/A	Fresh Express Incorporated
Fresh Express & Design	Canada	0689,516	9/10/1991	506,645	1/18/1999	Fresh Express Incorporated
Fresh Express & Design	Canada	1,222,358	7/2/2004	N/A	N/A	Fresh Express Incorporated
Fresh Express & Design	EU (Int'l Register)	78534042	12/16/2004	N/A	N/A	Fresh Express Incorporated
Fresh Express & Design	Sweden	199310170	10/28/1993	263,549	1/20/1995	Fresh Express Incorporated
Fresh Express & Design	Norway	1993.5220	10/27/1993	165742	12/1/1994	Fresh Express Incorporated
Fresh Express & Design	Benelux	76234	10/20/1993	543,012	10/20/1993	Fresh Express Incorporated
Fresh Express Farms Café Fresh & Design	United States	74/680,486	5/26/1995	1,989,800	7/30/1996	Fresh Express Incorporated
Fresh Express Farms & Design	United States	74/515,194	4/22/1994	1,932,671	11/7/1995	Fresh Express Incorporated
Fresh Express Farms & Design	Japan	H09-189005	12/26/1997	4324801	10/15/1999	Fresh Express Incorporated
Fresh Express Farms & Design	Philippines	95019	09/02/1994	4-1994-97075	05/15/00	Fresh Express Incorporated
Fresh Express Farms & Design ("Fraicheur Express")	France	94,506,504	2/15/1994	94,506,504	2/11/2004	Fresh Express Incorporated
Fresh Express Farms - Fresh Lunch Fresh and Ready to Eat With Fork Premium Chicken Breast Lunch Salad and Design	United States	75/323,570	7/14/1997	2,218,375	1/19/1999	Fresh Express Incorporated
Fresh Express & Logo Design	Japan	H03-095305	9/13/1991	4,094,711	12/19/1997	Fresh Express Incorporated
Fresh Express & Logo Design	Hong Kong	N/A	N/A	B01788/95	7/12/1991	Fresh Express Incorporated

FILE NAME	Jurisdiction	Application No. Serial No.	Date Filed	Registration No.	Date Registered	Owner of Trademark
Fresh Express Makes Fresh Salads, So You Don't Have To.	United States	75/787,127	8/27/1999	2,355,350	6/6/2000	Fresh Express Incorporated
Fresh Express Real! Fresh! Fruit! and Design	United States	78/207,608	1/27/2003	2,866,618	7/27/2004	Fresh Express Incorporated
Fresh Express Shield Oval Design	United States	76/247,738	4/26/2001	2,569,875	5/14/2002	Fresh Express Incorporated
Fresh Express Tombstone - Shield Design	United States	75/623,224	1/19/1999	2,323,851	02/29/000	Fresh Express Incorporated
Fruitables	United States	78/575374	2/25/2005	N/A	N/A	Fresh Express Incorporated
Fruit Snackers	United States	76/368,557	2/8/2002	2,776,542	10/21/2003	Fresh Express Incorporated
Fruit Snackers	United States	76/414,075	6/3/2002	2,826,982	3/30/2004	Fresh Express Incorporated
Golden Pineapple Medley	United States	78/269,990	7/2/2003	N/A	N/A	Fresh Express Incorporated
Green & Crisp & Design	United States	78/308,731	10/2/2003	2,895,732	10/19/2004	Fresh Express Incorporated
Greener European	United States	75/569,601	10/14/1998	2,313,742	2/1/2000	Fresh Express Incorporated
Happy Holiday Salad	United States	75/776,610	8/16/1999	2,531,188	1/22/2002	Fresh Express Incorporated
Hearts with Snap	United States	78/299,424	9/11/2003	N/A	N/A	Fresh Express Incorporated
Iceberg Lover's	United States	75/775,664	8/13/1999	2,458,415	6/5/2001	Fresh Express Incorporated
Keep-Crisp	United States	75/569,917	10/14/1998	2,388,846	9/19/2000	Fresh Express Incorporated
Laurel's Garden	United States	76/048,327	5/15/2000	2,494,146	10/2/2001	Fresh Express Incorporated
Leaves Design	United States	75/786,914	8/27/1999	2,350,349	5/16/2000	Fresh Express Incorporated
Lettuce Make Sandwiches	United States	78/532,186	12/14/2004	N/A	N/A	Fresh Express Incorporated
Lettuce Trio	United States	78/305,662	9/25/2003	2,928,418	2/22/2005	Fresh Express Incorporated
Lettuce Trio & Design	United States	78/308,724	10/2/2003	2,895,731	10/19/2004	Fresh Express Incorporated
Lettuce Trio Package & Design	United States	78/310,651	10/7/2003	N/A	N/A	Fresh Express Incorporated
Make it a Meal Tonight!	United States	76/233,880	3/28/2001	2,581,704	6/18/2002	Fresh Express Incorporated
Make Tonight Salad Night!	United States	76/233,881	3/28/2001	2,578,100	6/11/2002	Fresh Express Incorporated
More Carrots American	United States	75/569,621	10/14/1998	2,315,991	2/8/2000	Fresh Express Incorporated

FILE NAME	Jurisdiction	Application No. Serial No.	Date Filed	Registration No.	Date Registered	Owner of Trademark
More Carrot Goodness Than Our Regular Iceberg Salads!	United States	78/299,439	9/11/2003	2,936,112	03/29/2005	Fresh Express Incorporated
Original Iceberg Garden Salad	United States	75/414,457	1/5/1998	2,213,546	12/22/1998	Fresh Express Incorporated
Plate and Salad Design	United States	75/676,640	4/7/1999	2,335,603	3/28/2000	Fresh Express Incorporated
Plate and Salad Design	United States	75/796,195	9/9/1999	2,418,472	1/2/2001	Fresh Express Incorporated
Premium Romaine and Design	United States	78/309,406	10/3/2003	2,910,836	12/14/2004	Fresh Express Incorporated
Rad Rudy Radish	United States	75/645,439	2/22/1999	2,340,678	4/11/2000	Fresh Express Incorporated
Real Fresh! Fruit! & 3 Pack Side Label Design	United States	78/156,592	8/21/2002	2,833,193	4/13/2004	Fresh Express Incorporated
Real! Fresh! Fruit! & Circumference Label Design	United States	78/156,595	8/21/2002	2,858,841	6/29/2004	Fresh Express Incorporated
Real! Fresh! Fruit! Fruit Snackers! & Label Design	United States	78/156,598	8/21/2002	2,847,447	6/1/2004	Fresh Express Incorporated
Real! Fresh! Fruit! (Stylized)	United States	78/175,631	10/17/2002	2,827,812	3/30/2004	Fresh Express Incorporated
Romaine Circle Design	United States	75/623,222	1/19/1999	2,356,287	6/6/2000	Fresh Express Incorporated
Royal Blend	United States	76/221,150	3/6/2001	N/A	N/A	Fresh Express Incorporated
R Redi-Cut Foods, Inc. (Stylized)	United States	74/265,112	4/13/1992	1,736,904	12/01/1992	Redi-Cut Foods, Inc.
Salad Pals	United States	75/644,801	2/22/1999	2,422,070	1/16/2001	Fresh Express Incorporated
Salsa! Ensalada Supreme	United States	78/547363	01/13/2005	N/A	N/A	Fresh Express Incorporated
Sandwich Fixin's	United States	76/379,308	3/7/2002	N/A	N/A	Fresh Express Incorporated
Shreds!	United States	75/487,648	5/19/1998	2,290,700	11/2/1999	Fresh Express Incorporated
So Sweet! So Simple! So Smart and Design	United States	78/408,142	4/26/2004	N/A	N/A	Fresh Express Incorporated
Sunrise Design	Canada	1,222,352	7/2/2004	N/A	N/A	Fresh Express Incorporated
Sunrise Design (Everything But The Dressing)	United States	78/296,912	9/5/2003	2,932,855	03/15/2005	Fresh Express Incorporated
Sunrise Organic Package Design	United States	78/167,078	9/23/2002	N/A	N/A	Fresh Express Incorporated
Sunrise Package Design	United States	76/246,252	4/24/2001	2,694,754	3/11/2003	Fresh Express Incorporated
Sweet Melon Medley	United States	76/266,564	6/4/2001	2,707,766	4/15/2003	Fresh Express Incorporated

FILE NAME	Jurisdiction	Application No. Serial No.	Date Filed	Registration No.	Date Registered	Owner of Trademark
Taco Fiesta	United States	75/738,608	6/28/1999	2,348,645	5/9/2000	Fresh Express Incorporated
Taste How Good Salads Can Be!	United States	76/148,679	10/16/2000	2,555,381	4/2/2002	Fresh Express Incorporated
Tectrol	Argentina	1657366	7/26/1988	1.335.697	03/08/89	TransFRESH Corporation
Tectrol	Australia	450963	8/26/1986	A450963	8/26/1986	TransFRESH Corporation
Tectrol	Australia	450964	8/26/1986	450964	8/26/1986	TransFRESH Corporation
Tectrol	Brazil	6955339	3/18/1977	6955339	7/25/1979	TransFRESH Corporation
Tectrol	Germany	T36576 39WZ	5/5/1994	2,092,058	2/20/1995	TransFRESH Corporation
Tectrol	Greece	59.569	8/26/1977	59.569	8/26/1997	TransFRESH Corporation
Tectrol	Italy	3508685	8/22/1985	906891 (renewal of 466440)	2/20/1987	TransFRESH Corporation
Tectrol	Italy	5231 2000 RM	8/28/2000	906791	9/9/2003	Transfresh Corporation
Tectrol	Japan	S59-132073	12/24/1984	2,322,886	7/31/1991	TransFRESH Corporation
Tectrol	United Kingdom	1063500	5/26/1976	1,063,501 / 1,063,500	5/26/1997	TransFRESH Corporation
Tectrol	US	76/327,387	10/19/2001	2,720,662	6/3/2003	TransFRESH Corporation
Tectrol	Canada	030181500	1/3/1967	154,207	11/17/1967	TransFRESH Corporation
Tectrol	France	INPI814487	9/17/1986	1,382,308	9/17/1986	TransFRESH Corporation
Tectrol	South Africa	77/5631	12/13/1977	77/5631	12/13/1977	TransFRESH Corporation
Tectrol	South Africa	77/5631	12/13/1977	77/5632	12/13/1977	TransFRESH Corporation
Tectrol	South Africa	77/5631	12/13/1977	77/5633	12/13/1977	TransFRESH Corporation
Tectrol	South Africa	77/5631	12/13/1977	77/5634	12/13/1977	TransFRESH Corporation
Tectrol	New Zealand	120435	7/22/1977	120,435	6/25/1980	TransFRESH Corporation
Tectrol	Spain	1159207M9	9/1/1986	1159207M9	6/20/1994	TransFRESH Corporation
Tender Baby Blends	United States	75/269,854	4/7/1997	2,241,356	4/20/1999	Fresh Express Incorporated
Tender Early Pick	United States	76/048,572	5/15/2000	2,501,721	10/30/2001	Fresh Express Incorporated
The One with the Chicken! & Design	United States	75/932,463	3/1/2000	2,589,314	7/2/2002	Fresh Express Incorporated
The Pioneer in Packaged Salads & Design	United States	74/384,265	4/29/1993	1,861,926	11/8/1994	Fresh Express Incorporated

FILE NAME	Jurisdiction	Application No. Serial No.	Date Filed	Registration No.	Date Registered	Owner of Trademark
Thoroughly Washed Fresh From Nature & Design	United States	78/304,508	9/23/2003	2,910,811	12/14/2004	Fresh Express Incorporated
Timid Tom Tomato	United States	75/645,440	2/22/1999	2,332,037	3/21/2000	Fresh Express Incorporated
TransFresh	Argentina	1657368	7/26/1988	1,335,699 / 1,335,698	3/8/1989	TransFRESH Corporation
TransFresh	Australia	450,966 450,967	8/26/1986 8/26/1986	450,966 450,967	8/26/1986	TransFRESH Corporation
TransFresh	Brazil	0137138	10/4/1979	6895140	10/4/1989	TransFRESH Corporation
TransFresh and Design	Canada	040955900	4/13/1977	231,822	2/16/1979	TransFRESH Corporation
TransFresh	Chile	358.885	8/9/2000	580.158	8/9/2000	TransFRESH Corporation
TransFresh	France	INPI814488	9/17/1986	1,370,879	9/17/1986	TransFRESH Corporation
TransFresh	Greece	59.570	8/26/1977	59.570	8/26/1997	TransFRESH Corporation
TransFresh	Italy	3508585	8/22/1985	464,622	2/12/1987	TransFRESH Corporation
TransFresh	New Zealand	116429 120433 120434	7/26/1976 7/22/1977 7/22/1977	116429 120433 120434	3/23/1979 6/26/1980 6/26/1980	TransFRESH Corporation
TransFresh Corporation	Spain	1003410M2	4/15/1982	1003410M2	12/3/1982	TransFRESH Corporation
TransFresh	United States	74/703,025	7/18/1995	2,036,587	2/11/1997	TransFRESH Corporation
Triple Hearts	United States	78/299,428	9/11/2003	N/A	N/A	Fresh Express Incorporated
Veggie Lover's	United States	75/570,130	10/14/1998	2,323,505	2/29/2000	Fresh Express Incorporated
Veggie Supreme Salad	United States	78/270,960	7/7/2003	2,924,362	2/1/2005	Fresh Express Incorporated
Why We're So Fresh	United States	75/761,646	7/27/1999	2,345,719	4/25/2000	Fresh Express Incorporated
Why We're So Fresh! and Design	United States	75/622,887	1/19/1999	2,321,207	2/22/2000	Fresh Express Incorporated
World Blends & Design	United States	74/519,441	4/22/1994	1,892,272	5/2/1995	Fresh Express Incorporated

Licenses

US Trademark Registration No. FRESH EXPRESS
2,346,673

US Trademark Registration No. FRESH EXPRESS & Design
2,363,302

US Trademark Registration No. TECTROL
1,147,839

US Trademark Registration No. TRANSFRESH
2,036,587

Fresh Express Trademark Agreement dated January 1, 2004, by and between
Fresh Express Incorporated and State Garden, Inc.

Name Usage Agreement dated as of December 22, 2004, by and between Wongs
and Yee Co. Inc. and Passport Asia Associates and Fresh Express Incorporated.

Vegetable Growing and Co-Packing Agreement dated as of
January 1, 2005, by and between Fresh Express Incorporated and Griffin Produce
Company, Inc. d/b/a Misionero Vegetables.

Fresh Express Trademark Agreement dated January 1, 2005 by and
between Fresh Express Incorporated and Griffin Produce Company, Inc. d/b/a
Misionero Vegetables.

The following agreements contain a license of the right to use the companies'
intellectual property:

1. Supply Agreement by and between Fresh Express, Inc. and Restaurant Services, Inc.
dated as of March 1, 2004, as amended by Amendment No. 1 dated as of September 1,
2004.
2. Product Merchandising Agreement by and between Fresh Express, Inc. and King Kullen
Grocery Co. dated as of September 23, 2003.
3. Product Merchandising Agreement by and between Fresh Express, Inc. and IGA
Northwest dated as of November 1, 2004.
4. Exclusivity Agreement by and between Fresh Express, Inc. and Nor-Cal Produce, Inc.
dated as of January 24, 2003, as amended by Addendum 1 dated as of May 6, 2003.
5. Product Merchandising Agreement by and between Fresh Express, Inc. and Mar-Val
Food Stores dated as of December 15, 2003.
6. Merchandising Agreement by and between Fresh Express, Inc. and K-VA-T Food Stores,
Inc. dated as of September 23, 2003.
7. Exclusivity Agreement by and between Fresh Express, Inc. and Gigante Stores dated as
of February 24, 2003.
8. Continuing Business Proposal by and between Fresh Express, Inc. and Lunds/Byerly's
dated as of February 1, 2003.

9. Fresh Foods Agreement by and between Fresh Express, Inc. and Market Basket, Inc. dated as of May 13, 2002.
10. Product Merchandising Agreement by and between Fresh Express, Inc. and Martins Marketplace dated as of January 1, 2004.
11. Agreement by and between Fresh Express, Inc. and Coosemans-Chicago dated as of January 14, 2002.
12. Merchandising Agreement by and between Fresh Express, Inc. and D&W Food Centers dated as of February 8, 2003.
13. Partnership Agreement by and between Fresh Express, Inc. and Family Foods dated as of March 20, 2002.
14. Merchandising Agreement by and between Fresh Express, Inc. and Farris Produce, Inc. dated as of June 6, 2003.
15. Merchandising Agreement by and between Fresh Express, Inc. and Fishers Foods dated as of August 13, 2003.
16. Agreement by and between Fresh Express, Inc. and Food Source dated as of May 1, 2003.
17. Product Merchandising Agreement by and between Fresh Express, Inc. and Karn's Food dated as of October 8, 2003.
18. Exclusivity Agreement by and between Fresh Express, Inc. and Payless Markets dated as of November 24, 2003.
19. Partnership Program by and between Fresh Express, Inc. and Holiday Quality Foods dated as of May 8, 2003.
20. Agreement by and between Fresh Express, Inc. and Yoke's Stores dated as of June 6, 2003.
21. Exclusivity Agreement by and between Fresh Express, Inc. and Weis Markets dated as of August 29, 2003.
22. Merchandising Agreement by and between Fresh Express, Inc. and Wiseway dated as of June 5, 2003.
23. Partnership Agreement by and between Fresh Express, Inc. and Thriftway/Red Apple dated as of September 9, 2002.
24. Agreement by and between Fresh Express, Inc. and Town & Country Markets dated as of June 10, 2003.
25. Agreement by and between Fresh Express, Inc. and Swanson's dated as of September 18,

2002.

26. Agreement by and between Fresh Express, Inc. and SuperValu Pittsburgh dated as of December 18, 2002.
27. Product Merchandising Agreement by and between Fresh Express, Inc. and Super 1 Foods dated as of October 1, 2003.
28. Product Merchandising Agreement by and between Fresh Express, Inc. and Giant Eagle, Inc. dated as of March 15, 2004.
29. Product Merchandising Agreement by and between Fresh Express, Inc. and Fresh Brands, Inc. dated as of December 5, 2003.
30. Product Merchandising Agreement between Fresh Express, Inc. and Clemens Markets dated as of October 6, 2003.
31. Merchandising Agreement by and between Fresh Express, Inc. and CL Frank Distributors dated as of August 18, 2003.
32. Product Merchandising Agreement by and between Fresh Express, Inc. and Best Yet Market dated as of November 14, 2003.
33. Product Merchandising Agreement by and between Fresh Express, Inc. and B&R Stores, Inc. dated as of January 1, 2004.
34. Merchandising Agreement by and between Fresh Express, Inc. and MDI-IGA Ad Group dated as of December 20, 2003.
35. Contract by and between Fresh Express, Inc. and Stockton/Times Markets Hawaii dated as of May 29, 2003.
36. Merchandising Agreement by and between Fresh Express, Inc. and Paolo Volpe & Sons dated as of November 24, 2004.
37. Product Merchandising Agreement by and between Fresh Express, Inc. and Overwaitea Food Group dated as of April 1, 2004.
38. Product Merchandising Agreement by and between Fresh Express, Inc. and Sherm's Market dated as of April 1, 2004.
39. Product Merchandising Agreement by and between Fresh Express, Inc. and W.H. Braum Inc. dated as of April 15, 2004.
40. Product Merchandising Agreement by and between Fresh Express, Inc. and Associated Food Service Company dated as of June 1, 2004.
41. Product Merchandising Agreement by and between Fresh Express, Inc. and Associated Grocers of New England dated as of April 1, 2004.

42. Product Merchandising Agreement by and between Fresh Express, Inc. and Larry's Markets, Inc. dated as of August 1, 2004.
43. Product Merchandising Agreement by and between Fresh Express, Inc. and Kings Super Markets, Inc. dated as of October 1, 2004.
44. Product Merchandising Agreement by and between Fresh Express, Inc. and Minyards Food Stores dated as of May 1, 2004.
45. Product Merchandising Agreement by and between Fresh Express, Inc. and Zupan's Markets dated as of July 1, 2004.
46. Product Merchandising Agreement by and between Fresh Express, Inc. and Black Diamond Produce dated as of July 1, 2004.
47. Product Merchandising Agreement by and between Fresh Express, Inc. and Coop Atlantic Company dated as of December 22, 2003.
48. Product Merchandising Agreement by and between Fresh Express, Inc. and Buehler's Buy Low dated as of August 1, 2004.
49. Product Merchandising Agreement dated June 1, 2004 by and between Schnuck Markets and Fresh Express Incorporated.
50. Product Merchandising Agreement by and between Fresh Express, Inc. and Food 4 Less Atascadero and San Louis Obispo dated as of December 1, 2003.
51. Retail Products Broker Agreement by and between Fresh Express, Inc. and Integrity Food Marketing, Inc. dated as of January 2002.
52. Amended and Restated Lease and Distribution Agreement dated as of August 29, 2002 by and between TransFRESH Corporation and TransFRESH Corporation Chile, S.A.
53. Amended and Restated Trademark License and Registered User Agreement dated as of August 29, 2002, by and between TransFRESH Corporation and TransFRESH Corporation Chile, S.A.
54. Tectrol Pallet Bag Agreement dated as of April 12, 2004, by and between TransFRESH Corporation and MJA Cooling.
55. Tectrol Pallet Service Agreement dated as of May 5, 2004, by and between Agro Jal Farms and Valley Central Cooling.
56. Tectrol Pallet Service Agreement dated as of January 9, 2003, by and between TransFRESH Corporation and Well Pict, Inc.
57. Letter Agreement dated December 12, 2002, by and between Superior Cooling and TransFRESH Corporation.

58. Tectrol Pallet Service Agreement dated as of January 9, 2003, by and between TransFRESH Corporation and Sunrise Growers.
59. Tectrol Pallet Service Agreement dated as of December 19, 2002, by and between TransFRESH Corporation and Naturipe Berry Growers.
60. Retail Products Broker Agreement dated September 18, 2000 by and between Acosta Sales and Marketing Co. and Fresh Express Incorporated.
61. Product Merchandising Agreement by and between Fresh Express, Inc. and Penn Traffic dated as of May 19, 2005.
62. Product Merchandising Agreement by and between Fresh Express, Inc. and P.W. Supermarkets Warehouse dated as of February 1, 2005.
63. Product Merchandising Agreement by and between Fresh Express, Inc. and Nugget Market Inc. dated as of April 27, 2005.
64. Product Merchandising Agreement by and between Fresh Express, Inc. and Nor-Cal Produce, Inc. dated as of April 14, 2005, as amended by that certain Product Merchandising Agreement Amendment dated as of May 1, 2005.
65. Product Merchandising Agreement by and between Fresh Express, Inc. and Ralph's Grocery Company dated as of April 8, 2004.
66. Product Merchandising Agreement by and between Fresh Express, Inc. and Quality Food Centers, Inc. dated as of April 8, 2004.
67. Product Merchandising Agreement by and between Fresh Express, Inc. and Dillon Companies, Inc. dated as of April 8, 2004.
68. Product Merchandising Agreement by and between Fresh Express, Inc. and Fred Meyer Stores, Inc. dated as of April 8, 2004.
69. Product Merchandising Agreement by and between Fresh Express, Inc. and Kroger Texas, L.P., on behalf of its Southwest Kroger Marketing Area, dated as of April 8, 2004.
70. Product Merchandising Agreement by and between Fresh Express, Inc. and Dillon Companies, Inc., on behalf of its King Sooper & City Market Divisions, dated as of April 8, 2004.
71. Product Merchandising Agreement by and between Fresh Express, Inc. and Kroger Limited Partnership, Inc., on behalf of its Mid-Atlantic Kroger Marketing Area, dated as of April 8, 2004.
72. Product Merchandising Agreement by and between Fresh Express, Inc. and The Smith Food & Drug Centers, Inc., on behalf of Fry's Food Store Division, dated as of April 8, 2004.

73. Letter Confirming Understanding of Oral Agreement to Supply Packaged Salad Products to Publix Supermarkets dated as of October 1, 2004.
74. Letter Confirming Understanding of Oral Agreement to Supply Packaged Salad Products to HEB Produce dated as of March 9, 2004.
75. Letter Confirming Understanding of Oral Agreement to Supply Packaged Salad Products to SuperValu Anniston Company dated as of March 15, 2004.
76. Letter Confirming Understanding of Oral Agreement to Supply Packaged Salad Products to Winn Dixie dated as of February 1, 2004.