

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cal-Tex Citrus Juice, LP		04/13/2012	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA	
Name:	Bank of Montreal, as Administrative Agent
Street Address:	115 S. LaSalle Street
Internal Address:	19th Floor West
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Canadian Chartered Bank: CANADA

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2697464	VITAMAN
Registration Number:	2498869	VITA-MOST
Registration Number:	1283565	CITRUS PRIDE
Registration Number:	1277303	VITA-FRESH
Registration Number:	1043700	CITRUS PRIDE
Registration Number:	0900899	VITA-FRESH

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-701-8944
Email:	ptierney@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com, driley@mayerbrown.com
Correspondent Name:	Patrick Tierney

OP \$165.00 2697464

Address Line 1: PO Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	07/18/2012

Total Attachments: 7
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**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

April 13, 2012

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Cal-Tex Citrus Juice, LP, a Texas limited partnership (the "Grantor") with principal offices at 402 Yale Street, Houston, Texas 77007, hereby grants Bank of Montreal, as Administrative Agent, with principal offices at 115 S. LaSalle Street, 19th Floor West, Chicago, Illinois 60603 (the "Administrative Agent"), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;
- (b) all Trademark licenses;
- (c) all reissues, extensions or renewals of any item described in clause (a) or (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents, certain Hedging Agreements and certain Cash Management Arrangements, as such terms are defined in the Security Agreement dated as of August 13, 2010 (the "Security Agreement") among the Grantor (pursuant to the Joinder Agreement dated as of April 13, 2012), each affiliate of the Grantor that is party thereto from time to time and the Administrative Agent. Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Liabilities have been paid in full and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and

deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CAL-TEX CITRUS JUICE, LP, Grantor

By: CAL-TEX CITRUS JUICE GP, LLC,
its General Partner

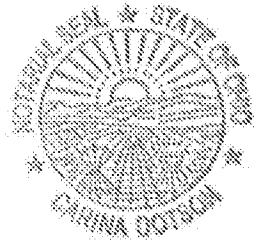
By: M. A. J.
Name:
Title:

Cal-Tex LP Trademark Security Interest Agreement

STATE OF Ohio)
)
COUNTY OF Cuyahoga) ss.:


On this April day of 2012 before me personally came Raymond L. Lee who, being by me duly sworn, did state as follows: that [s]he is Rep. of Cal-Tex Oil & Gas, Inc. General Partner of Cal-Tex Oil & Gas LP, and that [s]he is authorized to execute the foregoing Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Carina Eaton
Notary Public

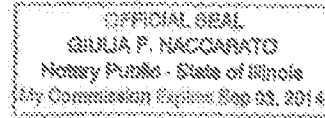


My commission expires 12-31-14
Recorded in
Cuyahoga County

BANK OF MONTREAL, as Administrative Agent

By: 
Name: Brian MacLeod
Title: Director

STATE OF Ill)
COUNTY OF Cook) ss.:



On this 12 day of April, 2013 before me personally came Boya B. Borkowski, who, being by me duly sworn, did state as follows: that [s]he is a Director of Bank of Montreal, that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Giulia F. Naccarato
Notary Public

SCHEDULE A

SERIAL NUMBER	REG. NUMBER	WORD MARK	COUNTRY
76361263	2697464	VITAMAN	USA
75749309	2498869	VITA-MOST	USA
73413115	1283565	CITRUS PRIDE (design)	USA
73412992	1277303	VITA-FRESH	USA
73066440	1043700	CITRUS PRIDE	USA
72336914	0900899	VITA-FRESH (and design)	USA