

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ready Pac Produce, Inc.		08/03/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Black Canyon Capital LLC, as Collateral Agent for Holders
Street Address:	9665 Wilshire Boulevard, Suite 888
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	1987172	READY ZIP
Registration Number:	1985683	READY ZIP
Registration Number:	2035244	ALWAYS FRESH ALWAYS READY
Registration Number:	2398697	AQUA PAC WRINKLES
Registration Number:	2289354	BABY STICKS
Registration Number:	2726865	BIG BABIES
Registration Number:	2664231	CLASSIC CRISP
Registration Number:	2762496	FRUIT-GO-ROUND
Registration Number:	2718614	PORTOFINO
Registration Number:	1376569	READY SALAD
Registration Number:	2362609	READY SWEET
Registration Number:	2480712	SALAD CONFETTI
Registration Number:	2223991	SALADE LAFAYETTE
Registration Number:	2513363	TOMATO TOSS

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Registration Number:	2472401	TOMATO TOSS
Registration Number:	2493482	WHEEL O' FRUIT
Registration Number:	2398696	WRINKLES
Registration Number:	2204044	
Registration Number:	2485183	
Registration Number:	2556000	
Registration Number:	2195954	ALL AMERICAN
Registration Number:	2538054	HARVEST CRISP
Registration Number:	2528740	HEARTY GREEN
Registration Number:	2414764	LAFAYETTE
Registration Number:	1902211	NO TEARS
Registration Number:	1943229	READY FIXIN'S
Registration Number:	1317157	READY PAC PRODUCE
Registration Number:	1925635	READY PAC
Registration Number:	2173981	READY PAC
Registration Number:	2145068	YOUR SALAD'S READY
Registration Number:	2636500	FRUIT FRENZY
Registration Number:	1881571	READY SNAX
Registration Number:	2445224	TOMATO TOSS
Registration Number:	2269616	NATURE'S SPECIALTIES
Registration Number:	1945055	
Registration Number:	1897644	
Registration Number:	1891239	AQUA PAC
Serial Number:	78543851	AMERICAN BLUE CHEESE
Serial Number:	78584422	APPLE GRAPE HARMONY
Serial Number:	78543062	CRISP & HEARTY
Serial Number:	78549891	ENSALADA AL GUSTO
Serial Number:	78562745	FLORENTINE ARUGULA BLEND
Serial Number:	78584399	FRUIT FAVORITES
Serial Number:	78543039	GREENER CLASSICS
Serial Number:	78584466	MANGO MAMBO
Serial Number:	78584444	PINEAPPLE BLUES QUARTET
Serial Number:	78584480	PINEAPPLE MELON DUET
Serial Number:	78562509	READY SNAX
Serial Number:	78543096	READY TO GO SALADS

Serial Number:	78549900	SIMPLEMENTE LECHUGA
Serial Number:	78543051	SIMPLY LETTUCE
Serial Number:	78562735	SPICY SPRING MIX
Serial Number:	78563514	ZESTY SPRING MIX
Serial Number:	78384157	SEASONAL SENSATIONS

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	08/04/2005

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECURED PARTY PURSUANT TO THIS GRANT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECURED PARTY HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT, DATED AS OF AUGUST 3, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**SUBORDINATION AGREEMENT**”), BY AND AMONG READY PAC FOODS, INC., BLACK CANYON CAPITAL LLC AS COLLATERAL AGENT FOR THE HOLDERS (IN SUCH CAPACITY, THE “**JUNIOR CREDITOR**”) AND COMERICA BANK, AS SENIOR CREDITOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS GRANT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

WHEREAS, READY PAC PRODUCE, INC., a California corporation (“**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, Ready Pac Foods, Inc., a Delaware corporation (“**Company**”) and each Guarantor listed on the signature pages thereto, have entered into a Purchase Agreement dated as of August 3, 2005 (said Purchase 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 “**Purchase Agreement**”) with Private Capital Partners LLC, as initial Purchaser and Black Canyon Capital LLC, as Collateral Agent, pursuant to which Purchaser has made certain commitments, subject to the terms and conditions set forth in the Purchase Agreement, to purchase the Notes issued by Company; and

WHEREAS, Grantor has executed and delivered that certain Guaranty dated as of August 3, 2005 (said Guaranty, 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 “**Guaranty**”) in favor of Black Canyon Capital LLC, as collateral agent for the Holders (the “**Secured Party**”), pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Purchase Agreement and the other Note Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 3, 2005 (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**”), among Grantor, Black Canyon Capital LLC, as collateral agent for the Holders (the “**Secured Party**”) and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

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 Secured Party pursuant

to the Security Agreement, Grantor hereby grants to Secured Party 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 interests (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; 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 Secured Party 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 Secured Party 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.

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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 3rd day of August, 2005.

READY PAC FOODS, INC.

By: 

Name: Lawrence A. Kern

Title: Chief Executive Officer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

U.S. Trademarks:

	<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Ready Pac Produce, Inc.	Ready Zip	1,987,172	7/16/96
2.	Ready Pac Produce, Inc.	Ready Zip	1,985,683	7/9/96
3.	Ready Pac Produce, Inc.	Always Fresh Always Ready	2,035,244	2/4/97
4.	Ready Pac Produce, Inc.	Aqua Pac Wrinkles	2,398,697	10/24/00
5.	Ready Pac Produce, Inc.	Baby Sticks	2,289,354	10/26/99
6.	Ready Pac Produce, Inc.	Big Babies	2,726,865	6/17/03
7.	Ready Pac Produce, Inc.	Classic Crisp	2,664,231	12/17/02
8.	Ready Pac Produce, Inc.	Fruit-Go-Round	2,762,496	9/9/03
9.	Ready Pac Produce, Inc.	Portofino	2,718,614	5/27/03
10.	Ready Pac Produce, Inc.	Ready Salad	1,376,569	12/24/85
11.	Ready Pac Produce, Inc.	Ready Sweet	2,362,609	6/27/00
12.	Ready Pac Produce, Inc.	Salad Confetti	2,480,712	8/21/01
13.	Ready Pac Produce, Inc.	Salade Lafayette	2,223,991	2/16/99
14.	Ready Pac Produce, Inc.	Tomato Toss	2,513,363	11/27/01
15.	Ready Pac Produce, Inc.	Tomato Toss	2,472,401	7/24/01
16.	Ready Pac Produce, Inc.	Wheel O'Fruit	2,493,482	9/25/01
17.	Ready Pac Produce, Inc.	Wrinkles	2,398,696	10/24/00
18.	Ready Pac Produce, Inc.	Design Only	2,204,044	11/17/98
19.	Ready Pac Produce, Inc.	Design Only	2,485,183	9/4/01
20.	Ready Pac Produce, Inc.	Design Only	2,556,000	4/2/02
21.	Ready Pac Produce, Inc.	All American	2,195,954	10/13/98
22.	Ready Pac Produce, Inc.	Harvest Crisp	2,538,054	2/12/02
23.	Ready Pac Produce, Inc.	Hearty Green	2,528,740	1/8/02
24.	Ready Pac Produce, Inc.	Lafayette	2,414,764	12/19/00
25.	Ready Pac Produce, Inc.	No Tears	1,902,211	6/27/95
26.	Ready Pac Produce, Inc.	Ready Fixin's	1,943,229	12/19/95
27.	Ready Pac Produce, Inc.	Ready Pac Produce	1,317,157	1/29/85
28.	Ready Pac Produce, Inc.	Ready Pac	1,925,635	10/10/95
29.	Ready Pac Produce, Inc.	Ready Pac	2,173,981	7/14/98
30.	Ready Pac Produce, Inc.	Your Salad's Ready	2,145,068	3/17/98
31.	Ready Pac Produce, Inc.	Fruit Frenzy	2,636,500	10/15/02

	<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
32.	Ready Pac Produce, Inc.	Ready Snax	1,881,571	2/28/95
33.	Ready Pac Produce, Inc.	Tomato Toss	2,445,224	4/17/01
34.	Ready Pac Produce, Inc.	Nature's Specialties	2,269,616	8/10/99
35.	Ready Pac Produce, Inc.	Design Only	1,945,055	1/2/96
36.	Ready Pac Produce, Inc.	Design Only	1,897,644	6/6/95
37.	Ready Pac Produce, Inc.	Aqua Pac	1,891,239	4/25/95

U.S. Trademark Applications:

	<u>Applicant</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>
1.	Ready Pac Produce, Inc.	American Blue Cheese	78-543851	1/7/05
2.	Ready Pac Produce, Inc.	Apple Grape Harmony	78-584422	3/10/05
3.	Ready Pac Produce, Inc.	Crisp & Hearty	78-543062	1/6/05
4.	Ready Pac Produce, Inc.	Ensalada Al Gusto	78-549891	1/19/05
5.	Ready Pac Produce, Inc.	Florentine Arugula Blend	78-562745	2/8/05
6.	Ready Pac Produce, Inc.	Fruit Favorites	78-584399	3/10/05
7.	Ready Pac Produce, Inc.	Greener Classics	78-543039	1/6/05
8.	Ready Pac Produce, Inc.	Mango Mambo	78-584466	3/10/05
9.	Ready Pac Produce, Inc.	Pineapple Blues Quartet	78-584444	3/10/05
10.	Ready Pac Produce, Inc.	Pineapple Melon Duet	78-584480	3/10/05
11.	Ready Pac Produce, Inc.	Ready Snax	78-562509	2/8/05
12.	Ready Pac Produce, Inc.	Ready To Go Salads	78-543096	1/6/05
13.	Ready Pac Produce, Inc.	Simplemente Lechuga	78-549900	1/19/05
14.	Ready Pac Produce, Inc.	Simply Lettuce	78-543051	1/6/05
15.	Ready Pac Produce, Inc.	Spicy Spring Mix	78-562735	2/8/05
16.	Ready Pac Produce, Inc.	Zesty Spring Mix	78-563514	2/9/05
17.	Ready Pac Produce, Inc.	Seasonal Sensations	78-384157	3/15/04