

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
Village Farms, L.P.		03/28/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Bank Canada
Street Address:	200-885 WEST GEORGIA STREET
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6C 3G1
Entity Type:	Banking Institution: CANADA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2422551	BABY BEEFS
Registration Number:	4155265	CMAP
Registration Number:	4227181	DELECTABLE TOV
Serial Number:	85371657	EXQUISITE HEIRLOOM
Registration Number:	3530916	FROM OUR HOUSE TO YOUR HOME
Registration Number:	2142404	FROM OUR HOUSE TO YOUR HOME
Registration Number:	4147648	GATES
Registration Number:	4124908	HEAVENLY VILLAGIO MARZANO
Registration Number:	2601432	HOME CHOICE
Registration Number:	3687265	HYDRO BITES
Registration Number:	3530917	HYDROPERFECT
Registration Number:	2993371	HYDROPERFECT
Serial Number:	77443507	HYDROPERFECT CAMPARI
Registration Number:	4092589	JUICY BEEFSTEAK

TRADEMARK

Registration Number:	4234981	LIP SMACKN' GRAPES
Registration Number:	3160160	MINI SENSATIONS
Serial Number:	85388204	PURE REBEL
Registration Number:	2738773	RED SPLENDOR
Serial Number:	77443508	RED SPLENDOR CAMPARI
Registration Number:	4092590	SAVORY ROMA
Registration Number:	4231065	SCRUMPTIOUS MINI
Serial Number:	77443511	SINFULLY SWEET CAMPARI
Registration Number:	4148072	SWEET BELLS
Registration Number:	3481665	TRIANA
Registration Number:	1704348	VILLAGE FARMS
Registration Number:	4227034	VILLAGE FARMS GREENHOUSE GROWN
Registration Number:	3091531	WHERE FRESHNESS IS ALWAYS IN SEASON

CORRESPONDENCE DATA

Fax Number: 2063599160
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 206-359-8160
Email: crachina@perkinscoie.com
Correspondent Name: Corina Rachina/Perkins Coie LLP
Address Line 1: 1201 3rd Avenue
Address Line 2: Suite 4900
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 29356-0006

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Corina Rachina/Perkins Coie LLP

Signature: /s/ Corina Rachina

Date: 04/17/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") with an effective date of March 28, 2013, is made by VILLAGE FARMS, L.P., a Delaware limited partnership ("Grantor") in favor of HSBC BANK CANADA ("Lender").

WHEREAS, pursuant to the facility letter dated as of March 28, 2013 between Village Farms Canada Limited Partnership (the "Borrower") and Lender (as amended, supplemented or otherwise modified from time to time, the "Facility Letter"), Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein. Terms defined in the Facility Letter and not otherwise defined herein are used herein as defined in the Facility Letter.

WHEREAS, as a condition precedent to the making of Loans under the Facility Letter, Grantor has executed and delivered that certain Guarantee and Collateral Agreement with an effective date of March 28, 2013 made by Grantor and other the parties thereto to Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, under the terms of the Collateral Agreement, Grantor has granted to Lender, a security interest in, among other property, certain intellectual property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby assigns and transfers to Lender, and hereby grants to Lender, a security interest in all of the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule A; and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A (collectively, the "Patents"); and all rights to obtain any reissues or extensions of the foregoing;

(ii) all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered in

whole or in part by any Patent, including, without limitation, any of the foregoing referred to on Schedule A (collectively, the “Patent Licenses”);

(iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule B (collectively, the “Trademarks”), and the right to obtain all renewals thereof;

(iv) any agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule B (collectively, the “Trademark Licenses”);

(v) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule C), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office (collectively, the “Copyrights”); and the right to obtain all renewals thereof;

(vi) any written agreement naming Grantor as licensor or licensee (including, without limitation, those listed in Schedule C), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (collectively, the “Copyright Licenses”);

(vii) all rights to sue at law or in equity for any infringement or other impairment of any Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses, including the right to receive all proceeds and damages therefrom; and

(viii) to the extent not otherwise included, all proceeds, supporting obligations and products of any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all Obligations (as defined in the Collateral Agreement) of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for

principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

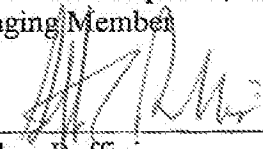
[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VILLAGE FARMS, L.P., a Delaware limited partnership

By: Village Farms of Delaware, L.L.C.,
its General Partner

By: Agro Power Development, Inc.,
its Managing Member

By: 

Stephen Ruffini
Executive Vice President and
Chief Financial Officer

Address for Notices:

Village Farms, L.P.
195 International Parkway, Suite 100
Heathrow, FL 32746
Attention: Stephen Ruffini, CFO


**Schedule A
Patents and Patent Applications**

Patent	App. No.	App. Date	Grant Date	Patent No.	Last Listed Owner
Method for storing fungal conidia	08/068,997	5/27/93	11/23/99	5,989,898	Village Farms, L.P.
Pseudomonas syringae ATCC 55389 and use thereof for inhibiting microbial decay on fruit	08/162,533	12/3/93	9/10/96	5,554,368	Village Farms, L.P.
Method and device for the biological control of insects	07/583,230	9/14/90	10/15/91	5,057,316	Village Farms, L.P.
Device containing fungus for the biological control of insects	07/949,765	9/23/92	6/27/95	5,427,784	Village Farms, L.P.
Method and device for the biological control of flying insects	07/572,486	8/23/90	3/2/93	5,189,831	Village Farms, L.P.
Packaged fungal culture stable to long term storage	08/270,507	7/5/94	10/21/97	5,679,362	Village Farms, L.P.
Maintenance and long term stabilization of fungal conidia using surfactants	08/329,472	10/26/94	4/90/96	5,512,280	Village Farms, L.P.
Method and composition for producing stable bacteria and bacterial formulations	08/382,688	2/2/95	3/31/98	5,733,774	Village Farms, L.P.


Schedule B
Trademarks and Trademark Applications

Mark ↓	Country	App. Number	App. Date	Reg. Number	Reg. Date	Classes	Goods	Next Action Due
BABY BEEFS	USA	75/528439	7/29/1998	2,422,551	1/23/2001	(31)	fresh fruit and vegetables	REGISTERED Renewal Due: 01/23/2021
CMAP	USA	85/263045	3/10/2011	4,155,265	6/5/2012	(35)	business consulting services relating to monitoring, controlling managing greenhouse environments for others	REGISTERED Renewal Due: 6/5/2022
DELECTABLE TOV	USA	85/388190	8/3/2011	4,227,181	10/16/2012	(31)	fresh fruit and vegetables	REGISTERED Sec. 8&15 Aff. Due: 10/16/2018
EXQUISITE HEIRLOOM	USA	85/371657	7/14/2011			(31)	fresh fruit and vegetables	PENDING
FROM OUR HOUSE TO YOUR HOME	USA	77/451941	4/18/2008	3,530,916	11/11/2008	(31)	fresh fruits and vegetables	REGISTERED Sec. 8&15 Aff. Due: 11/11/2014
FROM OUR HOUSE TO YOUR HOME	USA	75/234479	1/31/1997	2,142,404	3/10/1998	(31)	fresh greenhouse tomatoes	REGISTERED Renewal Due: 03/10/2018
GATES	USA	85/371628	3/10/2011	4,147,648	5/22/2012	(35; 42)	business management of greenhouses for others; design and development of greenhouses for others	REGISTERED Renewal Due: 5/22/2022
HEAVENLY VILLAGIO MARZANO	USA	85/371713	7/14/2011	4,124,908	4/10/2012	(31)	Fresh fruit and vegetables	REGISTERED Sec. 8 & 15 Aff. Due: 4/10/2018
HOME CHOICE	USA	75/528441	7/29/1998	2,601,432	7/30/2002	(31)	fresh fruit and vegetables	REGISTERED Renewal Due: 7/30/2022

Mark ↓	Country	App. Number	App. Date	Reg. Number	Reg. Date	Classes	Goods	Next Action Due
HYDRO BITES	USA	77/563397	9/5/2008	3,687,265	9/22/2009	(31)	fresh vegetables; raw vegetables; fresh fruits; unprocessed fruits	REGISTERED Sec. 8&15 Aff. Due: 9/22/2015
HYDROPERFECT	Canada	1454391	10/6/2009	781,352	11/2/2010	()	fresh vegetables and fresh fruits	REGISTERED Renewal Due: 11/2/2025
HYDROPERFECT	Mexico	1063658	1/28/2010	1,151,189	1/28/2010	(31)	fresh fruits & vegetables and tomatoes, cucumbers and peppers	REGISTERED Renewal Due: 01/28/2020
HYDROPERFECT	USA	77/451943	4/18/2008	3,530,917	11/11/2008	(31)	fresh fruits	Registered: Sec. 8&15 Aff. Due: 11/11/2014
HYDROPERFECT	USA	78/406394	4/22/2004	2,993,371	9/6/2005	(31)	unprocessed vegetables; fresh vegetables	REGISTERED Renewal Due: 9/6/2015
HYDROPERFECT CAMPARI	USA	77/443507	4/9/2008			(31)	fresh tomatoes	PENDING
HYDROPERFECT VILLAGE FARMS & DESIGN 	Mexico	1151455	1/31/2011	1,215,081	4/29/2011	(31)	fresh fruit & vegetables and tomatoes, cucumbers and peppers; transport; packaging and storage of goods	REGISTERED Renewal Due: 1/31/2021
HYDROPERFECT VILLAGE FARMS GREENHOUSE GROWN & DESIGN	Mexico	1063660	1/28/2010	1,182,912	10/7/2010	(39)	transport services; packing and storage of merchandise, excluding specifically gas transportation and storage l.p.	REGISTERED Renewal Due: 1/28/2020

Mark ↓	Country	App. Number	App. Date	Reg. Number	Reg. Date	Classes	Goods	Next Action Due
								
JUCY BEEFSTEAK	USA	85/371632	7/14/2011	4,092,589	1/24/2012	(31)	fresh fruit and vegetables	REGISTERED A Sec. 8&15 Aff. Due: 1/24/2018
LIP-SMACKN' GRAPES	USA	85/388208	8/3/2011	4,234,981	10/30/2012	(31; 35; 42)	fresh fruits and vegetables; business consulting services in the field of monitoring, controlling and managing greenhouse environments of others, business management of greenhouses for others; research and development; design and development of greenhouses for others	REGISTERED A Sec. 8&15 Aff. Due: 10/30/2018
MINI SENSATIONS	USA	78/479281	9/7/2004	3,160,160	10/17/2006	(31)	fresh tomatoes	REGISTERED Renewal Due: 10/17/2016
PURE REBEL	USA	85/388204	8/3/2011			(31)	fresh fruit and vegetables	PENDING
RED SPLENDOR	USA	76/387890	3/26/2002	2,738,773	7/15/2003	(31)	fresh vegetables, namely tomatoes	REGISTERED Renewal Due: 7/15/2013
RED SPLENDOR CAMPARI	USA	77/443508	4/9/2008			(31)	fresh tomatoes	PENDING

Mark ↓	Country	App. Number	App. Date	Reg. Number	Reg. Date	Classes	Goods	Next Action Due
								Application suspended as of 8/6/2008
SAVORY ROMA	USA	85/371660	7/14/2011	4,092,590	1/24/2012	(31)	fresh fruit and vegetables	REGISTERED Sec. 8&15 Aff. Due: 1/24/2018
SCRUMPTIOUS MINIS	USA	85/388197	8/3/2011	4,231,065	10/23/2012	(31)	fresh vegetables	REGISTERED Sec. 8&15 Aff. Due: 10/23/2018
SINFULLY SWEET	Canada	1456301	10/21/2009	778,523	9/30/2010	()	fresh vegetables and fresh fruits	REGISTERED Renewal Due: 9/30/2025
SINFULLY SWEET CAMPARI	USA	77/443511	4/9/2008			(31)	Fresh tomatoes	PENDING
SWEET BELLS	USA	85/371628	7/14/2011	4,148,072	5/22/2012	(31)	fresh vegetables	REGISTERED Sec. 8&15 Aff. Due: 5/22/2018
TRIANA	USA	77/167599	4/27/2007	3,481,665	8/5/2008	(31)	fresh vegetables; raw vegetables; raw fruits; unprocessed fruits	REGISTERED Sec. 8&15 Aff. Due 8/5/2014
VILLAGE FARMS	Canada	1454390	10/6/2009	786,166	12/30/2010	()	fresh vegetables and fresh fruits	REGISTERED Renewal Due: 12/30/2025
VILLAGE FARMS	USA	74/140519	2/19/1991	1,704,348	7/28/2002	(31)	agricultural products; namely, fresh vegetables and fresh fruits	REGISTERED Renewal Due: 7/28/2022

Mark ↓	Country	App. Number	App. Date	Reg. Number	Reg. Date	Classes	Goods	Next Action Due
VILLAGE FARMS GREENHOUSE GROWN & DESIGN 	USA	85/374049	7/18/2011	4,227,034	10/16/2012	(31; 35; 42)	fresh fruits and vegetables; business consulting services in the field of monitoring, controlling and managing greenhouse environments of others; business management of greenhouses for others; research and development; design and development of greenhouses for others	REGISTERED Sec. 8&15 Aff. Due: 10/16/2018
Villagefarms.xxx	Domain		12/1/2011					"BLOCK" registration (prevents others from registering or using .xxx domain) Renewal Due: 12/1/2021
WHERE FRESHNESS IS ALWAYS IN SEASON	USA	78/532675	12/15/2004	3,091,531	5/9/2006	(31)	fresh fruits and vegetables	REGISTERED Renewal Due: 5/9/2016

**Schedule C
Copyrights and Copyright Applications**

None.