

MRD 5-11-04

05-27-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
102708344			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies):  Premier Valley Foods, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: PVF Operating Co., LLC Internal Address: Suite 103 Street Address: 2499 West Shaw Avenue City: Fresno State: CA Zip: 93711  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other California limited liability company If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Correct Assignment Execution Date: 06/25/2003		4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 1,798,053; 1,779,065; 2,215,887; 2,378,562 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: James A. Ullman, Esq. Internal Address: GREENBERG TRAURIG Suite 700  Street Address: 2375 East Camelback Road  City: Phoenix State: AZ Zip: 85016		6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">4</span>  7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: 150184 CHARGE FEE	
DO NOT USE THIS SPACE			
9. Signature.  <div style="display: flex; justify-content: space-between;"> <div> <u>JAMES A. ULLMAN</u>            Name of Person Signing         </div> <div> <u>James Ullman</u>            Signature         </div> <div> <u>4-26-04</u>            Date         </div> </div>			

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): PREMIER VALLEY FOODS, INC.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: 02/14/2003</p>	<p>2. Name and address of receiving party(ies)  Name: PVF OPERATING CO., LLC  Internal Address: Suite 103  Street Address: 2499 West Shaw Avenue  City: Fresno State: CA Zip: 93711</p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other California limited liability company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s):  A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,796,053;  1,779,065; 2,215,887; 2,378,562</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: James A. Ullman, Esq.  Internal Address: GREENBERG TRAURIG  Street Address: 2375 East Camelback Rd., #700  City: Phoenix State: AZ Zip: 85016</p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41) \$ 115.00  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  150184 JUN - 2003</p>
DO NOT USE THIS SPACE	
<p>9. Signature.  James A. Ullman, Esq.      <i>James A. Ullman</i>      6/17/03  Name of Person Signing      Signature      Date</p> <p>Total number of pages including cover sheet, attachments, and document: 9</p>	

07/10/2003 LUMELER 00000161 150184 1796053

01 FC:6521  
02 FC:652248.00 BM  
73.00 BM

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002860 FRAME: 0359

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made as of February 14, 2003 by and between PREMIER VALLEY FOODS, INC., a Delaware corporation (hereinafter called the "Assignor") and PVF OPERATING CO., LLC, a California limited liability company (hereinafter called "Assignee").

### RECITALS

Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of January 31, 2003 (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring substantially all of Assignor's assets.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Assignment of Trademarks. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and its successors and assigns, all of Assignor's rights, titles and interests, including all common law rights and goodwill associated therewith, and the entire right, title, and interest in and to any and all claims and demands they may have either at law or in equity arising out of past, present or future third party infringement thereof, in and to the trademarks, trade names and service marks set forth in Schedule 1 to this Assignment (the "Trademarks"), to have and to hold the Trademarks forever, free and clear of all encumbrances, except for the license of the "Made in Nature" trademark to Takanashi Milk Products Company Limited, a Japanese corporation, which license is perpetual and is limited to Japan (the "Japanese License").

2. Further Assurances. Assignor covenants with Assignee that Assignor will take all such further actions, execute and deliver all such further documents and do all other acts and things as Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

3. USPTO. Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record Assignee as the owner of the Trademarks with respect to any such Trademarks that are currently registered in Assignor's name, except for the Japanese License.

4. Assignment. Until the obligations of Assignee under the Notes contemplated by the Asset Purchase Agreement are satisfied, Assignee may not, without the prior written consent of Assignor, assign or transfer this Assignment or any portion hereof, including, without limitation, the Assignee's rights, title, interests, remedies, powers and/or duties hereunder. Such an assignment includes by operation of law, pursuant to a change in control, by way of merger, consolidation or a recapitalization of Assignee or a sale of substantially all of Assignee's assets. Assignee hereby consents to Assignor's participation, sale, assignment, transfer or other

ASSIGNMENT OF TRADEMARK

1

005677.00050:755569.04

disposition of, at any time or times hereafter, this Assignment, or of any portion hereof, including, without limitation, Assignor's rights, title, interests, remedies, powers and/or duties hereunder, to Rabobank (as defined in the Asset Purchase Agreement). In connection with any such transfer to Rabobank by Assignor, Assignee, at no cost to Assignee, agrees to cooperate fully with Assignor and Rabobank. Assignee agrees and acknowledges that on the date hereof, Assignor shall assign all of its rights, title, interests, remedies and powers hereunder to Rabobank as collateral security for its obligations owing to Rabobank.

5. **Counterparts.** This Assignment may be executed in one or more counterparts for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. **Governing Law.** This Assignment shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

*Made in Nature*

Signed as of the date first written above.

ASSIGNOR:

PREMIER VALLEY FOODS, INC.

By: *Allen P. Vangelos*  
Name: *Allen P. Vangelos*  
Title: *Chairman / CEO*

ASSIGNEE:

PVF OPERATING CO., LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT OF TRADEMARK

3

003677.00050:755969.04

TRADEMARK  
REEL: 002860 FRAME: 0362

Signed as of the date first written above.

ASSIGNOR:

PREMIER VALLEY FOODS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

PVF OPERATING CO., LLC

By: [Signature]  
Name: William W. Hoar  
Title: Manager

ASSIGNMENT OF TRADEMARK

3

003677.00030:733969.04

**SCHEDULE 1**  
**TRADEMARKS**

**See attached.**

**SCHEDULE 1**

**1**

003677.00090:755905.04

Item	Product	Brand	Manufacturer	Yes	520, 518	10/21/2002	20, 31	Preserved, dried, cooked, frozen and prepared fruits and vegetables, including organically grown, wild harvested, and fresh fruits and vegetables	10/21/2002	Issued
W-3002	Made in "Nature"		MMN Inc	Yes						
W-4003	Made in "Nature"	Canada	MMN Inc	Yes	425, 386	02/14/1994	28, 31	Season & prepared, organically grown or wild harvested vegetables; fresh organically grown or wild harvested fruit & vegetables	02/14/2000	Issued
W-4007	Printer "Valley"	Canada		No				20 dried fruits and nuts	08/21/2003	Extended
W-4008	Made in "Nature"	Canada	MMN Inc	Yes	TMA 505, 353	12/24/2001		Fresh fruits and vegetables	12/24/2010	Issued
W-4023	Printer "Organic"	European Coun	PVF Inc	Yes	980, 813	04/11/2000		20 dried fruits and nuts	11/08/2008	Issued
W-3003	Made in "Nature"	France	MMN Inc	Yes	02446, 134	12/15/1992	29, 31	Fruit, frozen and prepared organically grown or wild harvested fruits and vegetables	12/15/2002	Expired
W-3005	Printer "Valley"	Japan	PVF Inc	Yes	450, 088	08/24/2001	32	juice, juice and other fruit pieces; beer; and drinks; vegetable pieces; dairy beverages; extracts of hops for making beer	08/24/2013	Issued
W-3004	Made in "Nature"	Japan	MMN Inc	Yes	4100525	01/08/1995	31	organically grown and other fruits and vegetables	01/08/2008	Issued
W-3005	Made in "Nature"	Japan	MMN Inc	Yes	420, 080	10/30/1995		baby foods made of organically processed ingredients	10/30/2008	Issued
W-3007	Made in "Nature"	Japan	MMN Inc	Yes	252, 002	10/14/1997	32	beer; fermenting dehydrated fruits; vegetable juice for drinking; milk; drinks; hop extract for brewing	10/14/2007	Issued
W-3008	Made in "Nature"	Japan	MMN Inc	Yes	423, 277	01/08/1995	20	organic processed vegetables; organic processed fruits; organic milk products; organic coffee and tea	01/08/2008	Issued
W-3009	Made in "Nature"	Japan	MMN Inc	Yes	427, 278	01/08/1995	30	organic coffee and cocoa; organic coffee beans; organic coffee and coffee sugar; organic condiments; and meat; organic	01/08/2008	Issued

Updated 02/13/20





Updated 02/13/2007

94-4021	Trademark "Pebble"	United States	PVF Inc	Yes	2,378,362	09/22/2003	2012/06/06	09/22/2010	Issued
---------	-----------------------	---------------	---------	-----	-----------	------------	------------	------------	--------