04-27-2007 Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp.



S. DEPARTMENT OF COMMERCE States Patent and Trademark Office

REC		
Doc ID # 103362997	3400152	
To the Director of the U. S. Patent and Trao.	s or the new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
Rivergate Farms, L.L.C.	Additional names, addresses, or citizenship attached? X No	
	Name: River Point Farms, LLC Internal	
☐ Individual(s) ☐ Association	Address:	
General Partnership Limited Partnership	Street Address: 500 Crescent Court, Suite 250	
Corporation- State:	City: Dallas	
X Other Limited Liability Company	State: Texas	
Citizenship (see guidelines) Oregon	Country: USA Zip: 75201	
Additional names of conveying parties attached? Yes X No	Association Citizenship	
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship	
Execution Date(s) April 13, 2007	Limited Partnership Citizenship	
X Assignment Merger	Corporation Citizenship	
	X Other LLC Citizenship Texas	
Security Agreement Change of Name Other	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) and identification or description of the Trademark.		
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
Serial Number: 75223127	2121716	
	Additional sheet(s) attached? Yes X No	
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):	
Rivergate Farms Word Mark Filing Date: January 18, 1997		
5. Name & address of party to whom correspondence 6. Total number of applications and		
concerning document should be mailed: Name: Kyle C. Hooper	registrations involved:	
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00	
	Authorized to be charged by credit card	
Street Address: 500 North Akard, Suite 3500	Authorized to be charged to deposit account	
	X Enclosed	
City:_Dallas	8. Payment Information:	
State: Texas Zip: 75201	a. Credit Card Last 4 Numbers	
Phone Number: 214-774-1240	b. Deposit Account Number	
Fax Number: 214-774-1212	<u> </u>	
Email Address: khooper@lidjidorey.com	Authorized User Name	
9. Signature:	April 23, 2007	
Kyle C. Hooper	Date #	
Name of Person Signing	Total number of pages including dater sheet, attachments, and document:	
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:		
Mail Stop Assignment Recordation Services, Director of	f the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450岩 日	

TRADEMARK

REEL: 003532 FRAME: 0595

TRADEMARK/SERVICEMARK ASSIGNMENT

THIS TRADEMARK/SERVICEMARK ASSIGNMENT (this "Assignment"), dated April 13, 2007, is between Rivergate Farms, L.L.C., an Oregon limited liability corporation ("Assignor"), and River Point Farms, LLC, a Texas limited liability company ("Assignee") (Assignor and Assignee are sometimes collectively referred to as the "Parties" and individually referred to as a "Party").

WHEREAS, Assignor is a party to that certain Capital Contribution and Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer, assign, and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned, and delivered to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to (a) the trademarks and servicemarks described or referenced on Schedule A (the "Marks") and all goodwill associated therewith, (b) all rights, if any, to file any additional trademark and/or servicemark filings in connection with the foregoing marks anywhere in the world, and (c) all rights, to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the "Transferred Intellectual Property");

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

- 1. Assignment by Assignor. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property in the United States of America, in any of its jurisdictions, and in all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right, if any, to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement proceedings with respect to any Transferred Intellectual Property. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.
- 2. <u>Authorization</u>. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Assignment.
- 3. <u>Severability; Miscellaneous</u>. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal,

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT – Page 1

invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Assignment may be executed in counterparts, and together, both counterparts will constitute one fully executed Assignment. This Assignment will be governed by and interpreted under Texas law, without regard to conflict of law principles. Subject to the following sentence, this Assignment will be binding on the parties' respective successors and assigns. No party may assign its rights under this Assignment to any person without the prior written consent of the other party. No failure or delay by either party in exercising any right under this Assignment will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Assignment. This Assignment may only be modified upon the written consent of the Assignor and Assignee.

[Remainder of page intentionally left blank; signatures and notary follow]

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT - Page 2

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

Assignor:

RIVERGATE FARMS, L.L.C.

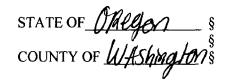
Assignee:

RIVER POINT\FARMS,LLC

By: Multiple Drew Johnson, Vice Chairman & Secretary

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT – Signature Page

111229.1



BEFORE ME, the undersigned, a Notary Public, on this the day of April, 2007, personally appeared De Galaziano personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the duly authorized officer of Rivergate Farms, L.L.C., the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

My Commission Exp

OFFICIAL SEAL

CELIA E CZEKALA

NOTARY PUBLIC-OREGON
COMMISSION NO. 409495
USSION EXPIRES SEPT 9, 2010.

dary Public in and for the State of Texas Only

E. Czekala

hted Name of Notary Public

STATE OF TEXAS

§ §

COUNTY OF DALLAS

§

BEFORE ME, the undersigned, a Notary Public, on this the day of April, 2007, personally appeared Drew Johnson, personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the Vice Chairman and Secretary of River Point Farms, LLC, the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

KYLE C. HOOPER

Notary Public, State of Texas
My Commission Expires

My Commission Expires

Notary Public in and for the State of Texas

Printed Name of Notary Public

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT - Notary Block Page

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT - Schedule A

Schedule A

to Trademark/Servicemark Assignment

Mark	Type of Mark	Filing Date	Registration Date	Serial Number	Registration Number
Rivergate Farms	Trademark – Word Mark	January 18, 1997	December 16, 1997	75223127	2121716



TRADEMARK/SERVICEMARK ASSIGNMENT

THIS TRADEMARK/SERVICEMARK ASSIGNMENT (this "Assignment"), dated April 13, 2007, is between Rivergate Farms, L.L.C., an Oregon limited liability corporation ("Assignor"), and River Point Farms, LLC, a Texas limited liability company ("Assignee") (Assignor and Assignee are sometimes collectively referred to as the "Parties" and individually referred to as a "Party").

WHEREAS, Assignor is a party to that certain Capital Contribution and Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer, assign, and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned, and delivered to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to (a) the trademarks and servicemarks described or referenced on Schedule A (the "Marks") and all goodwill associated therewith, (b) all rights, if any, to file any additional trademark and/or servicemark filings in connection with the foregoing marks anywhere in the world, and (c) all rights, to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the "Transferred Intellectual Property");

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

- 1. Assignment by Assignor. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property in the United States of America, in any of its jurisdictions, and in all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right, if any, to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement proceedings with respect to any Transferred Intellectual Property. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.
- 2. <u>Authorization</u>. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Assignment.
- 3. <u>Severability; Miscellaneous</u>. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal,

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT - Page 1

invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Assignment may be executed in counterparts, and together, both counterparts will constitute one fully executed Assignment. This Assignment will be governed by and interpreted under Texas law, without regard to conflict of law principles. Subject to the following sentence, this Assignment will be binding on the parties' respective successors and assigns. No party may assign its rights under this Assignment to any person without the prior written consent of the other party. No failure or delay by either party in exercising any right under this Assignment will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Assignment. This Assignment may only be modified upon the written consent of the Assignor and Assignee.

[Remainder of page intentionally left blank; signatures and notary follow]

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT - Page 2

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

Assignor:

RIVERGATE FARMS, L.L.C.

By:

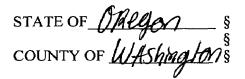
oseph M. Graziano, Maniging Membe

Assignee:

RIVER POINT\FARMS,LLC

Bv:

Drew Johnson, Vice Chairman & Secretary



BEFORE ME, the undersigned, a Notary Public, on this the day of April, 2007, personally appeared to be be personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the duly authorized officer of Rivergate Farms, L.L.C., the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

and act of said company for the purpose therein set forth and intending to be legally bound thereby and

My Commission Exp

OFFICIAL SEAL
CELIA E CZEKALA
IOTARY PUBLIC-OREGON
COMMISSION NO. 409495

clary Public in and for the State of Texas Okegor

a E Palkala

ted Name of Notary Public

STATE OF TEXAS

§ §

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public, on this the Aday of April, 2007, personally appeared Drew Johnson, personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the Vice Chairman and Secretary of River Point Farms, LLC, the company therein named, and acknowledged to me that the instrument was the free deed

intending that this instrument be recorded.

KYLE C. HOOPER

Notary Public, State of Texas

My Commission Expires

My Commission Expires

Notary Public in and for the State of Texas

Printed Name of Notary Public

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT - Notary Block Page

RIVERGATE FARMS, L.L.C. TRADEMARK ASSIGNMENT - Schedule A

Schedule A to Trademark/Servicemark Assignment

uber Registration	2
Serial Nun	75223127
Registration Date	December 16, 1997
Filing Date	January 18, 1997
Type of Mark	Trademark – Word Mark
Mark	Rivergate Farms

TRADEMARK REEL: 003532 FRAME: 0605 RECORDED: 04/24/2007