



**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. **Authorization.** 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. **Severability; Miscellaneous.** 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,

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]**

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: Joseph M. Graziano  
Joseph M. Graziano, Managing Member

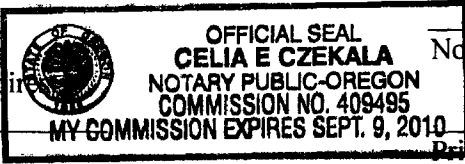
**Assignee:**

**RIVER POINT FARMS, LLC**

By: Drew Johnson  
Drew Johnson, Vice Chairman & Secretary

STATE OF Oregon §  
COUNTY OF Washington §

BEFORE ME, the undersigned, a Notary Public, on this the 16<sup>th</sup> day of April, 2007, personally appeared Joe 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 Expires 9-9-10  Celia E. Czekala  
Notary Public in and for the State of ~~Texas~~ Oregon  
Celia E. Czekala  
Printed Name of Notary Public

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this the 13<sup>th</sup> 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  
Dec 31, 2007

[Signature]  
Notary Public in and for the State of Texas  
Kyle C. Hooper  
Printed Name of Notary Public

Schedule A  
to  
Trademark/Service Mark 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. **Authorization.** 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. **Severability; Miscellaneous.** 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,

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]**



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: Joseph M. Graziano  
Joseph M. Graziano, Managing Member

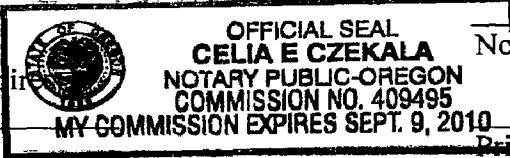
**Assignee:**

**RIVER POINT FARMS, LLC**

By: Drew Johnson  
Drew Johnson, Vice Chairman & Secretary

STATE OF Oregon §  
COUNTY OF Washington §

BEFORE ME, the undersigned, a Notary Public, on this the 16<sup>th</sup> day of April, 2007, personally appeared De Glaziano 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 Expires 9-9-10  
  
Celia E. Czekala  
Notary Public in and for the State of ~~Texas~~ Oregon  
Celia E. Czekala  
Printed Name of Notary Public

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this the 13<sup>th</sup> 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  
Dec 1, 2007

Kyle C. Hooper  
Notary Public in and for the State of Texas  
Kyle C. Hooper  
Printed Name of Notary Public

Schedule A  
to  
Trademark/Service Mark 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