

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Redacted Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sabroso Company		09/25/2008	CORPORATION: OREGON

RECEIVING PARTY DATA	
Name:	Tree Top, Inc.
Street Address:	220 East Second Avenue
City:	Selah
State/Country:	WASHINGTON
Postal Code:	98942
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78417320	DELICIOUS EVERY TIME
Serial Number:	78416224	DELICIOUS FRUIT EVERY TIME
Serial Number:	77148439	FRUIT MORPHS
Serial Number:	77148430	FRUIT WHIZ
Serial Number:	77021053	FRUIT CREATIONS
Registration Number:	2836871	NEW PLANET
Registration Number:	2478826	SABROSO
Registration Number:	1906708	

CORRESPONDENCE DATA	
Fax Number:	(206)682-6031
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-622-4900
Email:	ColleenM@SeedIP.com
Correspondent Name:	Lorraine Linford
Address Line 1:	701 Fifth Avenue

CH \$215.00 78417320

Address Line 2: Suite 5400
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	910004.001
NAME OF SUBMITTER:	Lorraine Linford
Signature:	/Lorraine Linford/
Date:	11/10/2008

Total Attachments: 12
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EXECUTION VERSION

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is made and entered into as of the 25 day of September, 2008, by and among Tree Top, Inc., a Washington corporation ("Buyer"), Sabroso Company, an Oregon corporation ("Company") and James M. Root, a married man, Valerie K. Root, a married woman, and Chrysten A. Lambert, a married woman ("Sellers") (all of whom together are sometimes referred to as the "Parties").

A. Sellers own of record, free and clear of all claims, all of the authorized issued and outstanding shares of stock of the Company (the "Shares"), James M. Root being the owner of 303,180 shares, Valerie K. Root being the owner of 4,180 shares and Chrysten A. Lambert being the owner of 27,640 shares.

B. The Company is engaged the business of processing fruit into various customized fruit preparations and ingredients for use in the food service and food manufacturing industry, including the marketing, sale and distribution of those preparations and ingredients (the "Business").

C. Sellers desire to sell to the Buyer and Buyer desires to purchase from Sellers all of the issued and outstanding Shares of the Company upon the terms and conditions established by this Agreement.

D. Effective as of June 11, 2008, the Parties executed a Letter of Intent (the "LOI") outlining the basic terms on which Buyer is willing to purchase and Sellers are willing to sell the Shares of the Company. A copy of the LOI is attached as Exhibit A. This Agreement is intended to implement and supersede the LOI.

ARTICLE 1. Purchase and Sale

1.1. **Purchase and Sale of Shares of the Company.** On the Closing Date (as defined in Section 3.1), Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Shares for the Purchase Price (as defined in Section 2.1) specified herein. At the Closing (as defined in Section 3.1), Sellers shall deliver to the Buyer certificates representing all of the Shares which are required to be delivered by Sellers pursuant hereto duly endorsed in blank for transfer or accompanied by duly executed stock powers assigning such Shares in blank; and the Buyer shall deliver the Purchase Price in accordance with Article 2 below.

ARTICLE 2. Consideration

2.1. **Consideration.** The total cash consideration (the 'Purchase Price') for the Shares shall be the sum of [REDACTED]

[REDACTED] In addition, at the Closing, Buyer shall pay on behalf of the Company all of the outstanding loans to the Company made by Sellers, their family and related trusts (the "Related Party Debt") in the approximate amount of [REDACTED]

2.2. **Good Faith Deposit.** Buyer paid for the benefit of Sellers the sum of [REDACTED] to evidence Buyer's good faith in connection with the stock transaction contemplated by the LOI (the "Good Faith Deposit"). The Good Faith Deposit will be held in trust by Sellers as the controlling party in an escrow account at U.S. Bank, Portland, Oregon. Any interest earned shall be payable or credited to Buyer upon the disposition of the account as provided in this Section 2.2. Buyer shall be responsible for the fees and expenses of the Escrow Agent. If the transaction is not closed as a result of the failure of Buyer to satisfy a condition to Closing, then Sellers shall retain the Good Faith Deposit as liquidated damages. If the transaction contemplated by this Agreement fails to close as a result of the failure of Sellers to satisfy a condition to Closing, the Good Faith Deposit and accumulated interest shall be returned to Buyer. Upon the Closing of the transaction in compliance with this Agreement, the Good Faith Deposit, together with accrued interest, shall be applied to the Purchase Price and delivered to Sellers at Closing.

2.3. **Payment.** The Purchase Price shall be paid as follows:

(a) Subject to the adjustments and deductions allowed by Section 2.4, at the Closing, the Buyer shall pay to the Sellers the Purchase Price in cash, including the Good Faith Deposit, in full payment for the Shares. The Purchase Price shall be allocated to each Seller in proportion to his or her prorata ownership of the Shares.

2.4. **Adjustments to Purchase Price.**

(a) The Company is indebted to John Hancock Life Insurance Company ("Hancock") on account of loans and other financial accommodations made by Hancock to Company (the "Hancock Loan"). The documents evidencing and securing Hancock's loans to the Company include "change of control" or "prepayment" provisions that might entitle Hancock to recover costs, penalties or premiums ("Prepayment Costs") as a result of Sellers' transfer of the Shares to Buyer. All Prepayment Costs payable to Hancock attributable to the transfer of the Shares from Sellers to Buyer shall be paid by the Company on or prior to Closing and shall be reflected as an expense during the period after May 31, 2008 to reduce Stockholders' Equity (and the Purchase Price) as contemplated in Section 2.4(b) below. The Parties will use their best good faith efforts and cooperate with each

position no less favorable than if the 338(h)(10) Election had not been made and Sellers had been treated for tax purposes as having sold shares in the Company to Buyer. The Tax-Gross Up amount shall be increased if and to the extent necessary so that (i) on a shareholder-by-shareholder basis each shareholder is put in a net, after-tax position no less favorable than if the 338(h)(10) Election had not been made, and (ii) the Tax Gross-Up amount paid to each shareholder is pro rata in proportion to number of Shares sold by such shareholder. Sellers shall deliver to Buyer, within fifteen (15) business days of their receipt of the 338 Request, a pro forma estimate of the amount of the Tax Gross-Up. The Tax Gross-Up shall be paid not more than ten (10) business days after the date on which the Tax Gross-Up is agreed upon by the Parties, which amount Buyer shall pay to Sellers as additional purchase price consideration. Simultaneously with the receipt by Sellers of payment of the Tax Gross-Up, the Sellers shall deliver or cause to be delivered to Buyer fully executed 338 Forms. Thereafter, Buyer shall pay to Sellers within five (5) days of delivery by Sellers to Buyer of any recalculation of the amount of the Tax Gross-Up, whether as a result of a redetermination of tax liability by Sellers, an adjustment by a tax authority, or otherwise.

ARTICLE 3. Closing

3.1. Closing. Except as otherwise mutually agreed upon by the Sellers and the Buyer, the consummation of the transactions contemplated herein (the "Closing") shall occur on October 24, 2008 at the offices of Stoel Rives, LLP, 900 SW Fifth Avenue, Suite 2600, Portland, Oregon 97204, or such other location as the Sellers and Buyer may agree upon. The date of the Closing is referred to herein as the "Closing Date."

ARTICLE 4. Representations and Warranties of the Buyer

The Buyer hereby makes the following representations and warranties to the Sellers, each of which is true and correct on the date hereof, shall remain true and correct through the Closing Date, shall be unaffected by any notice to the Sellers and shall survive the Closing.

4.1. Organization and Standing. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington, and will at Closing be duly qualified as a foreign corporation to do business in the State of Oregon and have the corporate power and authority to own the Shares and to carry on the business of the Company as they are now being conducted and as proposed to be conducted by the Company between the date hereof and the Closing Date.

4.2. Authorization and Binding Obligation. The Buyer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and to own the Shares and to carry on the business of the Company as it is now being conducted, and the Buyer's execution, delivery and

performance of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by the Buyer, and this Agreement constitutes, and the other agreements to be executed by the Buyer in connection herewith will constitute, the valid and binding obligation of the Buyer, enforceable in accordance with their terms, except that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws of general application now or hereafter in effect relating to the enforcement of creditor's rights generally and except that the remedies of specific performance, injunction and other forms of equitable relief are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought.

4.3. Litigation and Compliance With Law. There is no litigation, administrative, arbitration, or other proceeding, or petition, complaint or, to Buyer's knowledge, investigation pending or threatened before any court or governmental body, against the Buyer or any of its affiliates that would adversely affect the Buyer's ability to perform its obligations pursuant to this Agreement or the agreements to be executed in connection herewith. To Buyer's knowledge, there is no violation of any law, regulation or ordinance or any other requirement of any governmental body or court which would have a material adverse effect on the Buyer's ability to perform its obligations pursuant to this Agreement or the agreements to be executed in connection herewith.

4.4. Investment Intent. The Buyer is acquiring the Shares solely for its own account and not with a view to the sale or distribution thereof in violation of any securities laws. The Buyer acknowledges that the Shares are restricted securities under the Securities Act of 1933, as amended, and applicable state law, and cannot be sold, transferred or conveyed without proper registration or an exemption from registration under the Securities Act of 1933, as amended, and applicable state law.

4.5. Accuracy of Information. To Buyer's knowledge, no statement made by the Buyer herein or in any Schedule attached hereto contains any material untrue statement of a material fact or omits a material fact necessary to make the statements contained herein not materially misleading in the light of the circumstances in which they are made.

4.6. Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by the Buyer: (i) does not require the consent of any third party; (ii) will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which the Buyer is a party; and (iii) will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a material default under, any contract, agreement, instrument, license or permit to which the Buyer is now subject.

Act, 15 U.S.C. Section 2601 et seq., the Clean Air Act, and all regulations promulgated under the foregoing laws.

"Environmental Permit" shall mean any licenses, permits, variances, approvals or other authorizations required by or pursuant to any applicable Environmental Law.

6.14. Copyrights, Trademarks and Similar Rights. "Intellectual Property Rights" means any and all U.S. (i) trademarks, service marks, trade names (including corporate names), trade dress, domain names, copyrights, and similar rights including registrations and applications to register or renew the registration of any of the foregoing, (ii) patents and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof and equivalent or similar rights in inventions and discoveries (including design patents, industrial designs and utility models) and patent applications (including docketed patent disclosures awaiting filing, reissues, revisions, divisions, continuations, continuations-in-part, extensions and re-examinations), patent disclosures awaiting filing determination, and improvements thereto, and inventions (whether patentable or unpatentable and whether or not reduced to practice), and improvements thereto, (iii) processes, designs, formulae, trade secrets, know-how and other confidential or proprietary technical, business and other information (including drawings, specifications, designs and plans and manufacturing methods and methodologies), ideas, research and development, manufacturing and production processes and techniques, technical data, copyrightable works and engineering notebooks, (iv) software, firmware, internet web sites, mask works and other semiconductor chip rights and applications, registrations and renewals thereof, and all similar intellectual property rights, (v) all rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the Laws of any jurisdiction, and (vi) tangible embodiments of any of the foregoing (in any medium including electronic media) and licenses of any of the foregoing.

6.14.1 Except as set forth in Schedule 6.14, Company owns, free and clear of any lien or other encumbrance or restriction, or has the right to use without further payment, the Intellectual Property Rights used by the Company, and those Intellectual Property Rights are adequate and sufficient for the Company to fulfill its obligations under its contracts and to conduct business as heretofore conducted.

6.14.2 Schedule 6.14 sets forth a complete and correct list of all Company Intellectual Property Rights and their respective legal status (including whether such rights are the subject of a license) that are (A) evidenced by a document issued by a governmental agency evidencing ownership of intellectual property, (B) evidenced by a license or other written agreement under which the Company holds intellectual property rights, or (C) common law rights in trade or

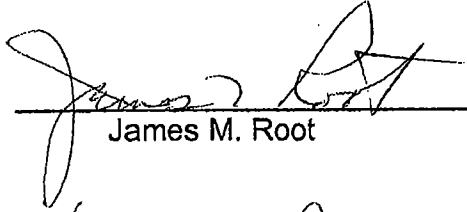
service marks if the failure of the Company to have such rights would have a material adverse effect, but does not include generic licenses to use software or other products routinely granted to purchasers of such products as a part of the purchase.

6.15. Personnel Information. Schedule 6.15 contains a true and complete list of all persons currently employed by the Company, including a description of compensation and employee benefits and a list of other material terms and agreements affecting the employment of such persons. To Sellers' knowledge, except as set forth in Schedule 6.15, as of the date hereof, the Company has not received notification that any of the employees of the Company who are listed in Schedule 6.15 presently plan to terminate their employment, whether by reason of the transactions contemplated hereby or otherwise.

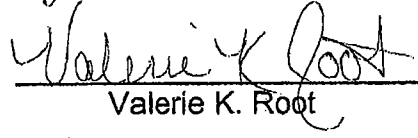
6.16. Labor and Employment Matters. Schedule 6.16 contains a true and complete description of all contracts with any labor organization. The Company has not agreed to recognize any union or other collective bargaining unit other than as listed on Schedule 6.16, nor has any union or other collective bargaining unit been certified as representing the Company's employees other than as listed on Schedule 6.16. To Sellers' knowledge, there is no organizational effort currently being made or threatened by or on behalf of any labor union with respect to any of the employees of the Company other than as disclosed on Schedule 6.16. During the past five (5) years, the Company has not experienced any strikes, work stoppages, grievance proceedings, claims of unfair labor practices filed or other significant labor difficulties of any nature. There are not any controversies between the Company and any of its employees which might reasonably be expected to materially adversely affect the conduct of its Business, or any unresolved labor union grievances or unfair labor practice of labor arbitration proceedings pending or threatened relating to its Business, and there are not any organizational efforts presently being made or threatened involving any of the Company's employees. Except as disclosed in Schedule 6.16, the Company has complied with all applicable laws, rules and regulations related to employment, including the Immigration Reform and Control Act, as amended, the Consolidated Omnibus Reconciliation Act ("COBRA"), the Worker Adjustment and Retraining Notification Act ("WARN"), those related to wages, hours (including payment of overtime required by state or federal law), Equal Employment Opportunity, pension and welfare benefit plans, and the payment of federal payroll taxes, including social security taxes. The Company has not received notice of any claim that the Company has not complied with any laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining, the payment of social security and similar taxes, equal employment opportunity, employment discrimination and employment safety, or that the Company is liable for any arrears of wages or of any taxes or penalties for failure to comply with any of the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.


SELLERS:



James M. Root



Valerie K. Root



Chrysten A. Lambert

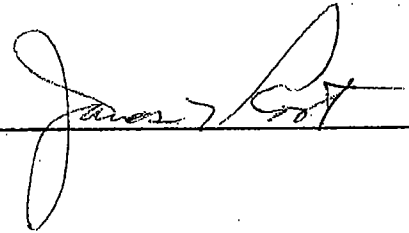
BUYER

Tree Top, Inc.

By _____

COMPANY

Sabroso Company, Inc.

By  CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLERS:

James M. Root

Valerie K. Root

Chrysten A. Lambert

COMPANY

Sabroso Company, Inc.

By _____

BUYER
Tree Top, Inc.

By 

Thomas P. Stokes
President & Chief Executive Officer

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Schedule 6.14

Copyrights, Trademarks and Similar Rights

Owned Registered Trademarks:

MARK	COUNTRY	FILING DATE	REG./SERIAL NUMBER	REG. DATE	COMMENTS
DELICIOUS EVERY TIME	USA	05.12.04	78/417,320	-	ITU Application for Vitamin and nutritionally fortified fruit drinks; fruit concentrates and fruit purees, frozen fruit, dried and freeze dried fruit, fruit sauces, namely apple sauce; fruit juices, fruit juice concentrates, fruit drinks, fruit nectars, fruit concentrates for use in making fruit juices and fruit blends, preparations for making fruit drinks, and nonalcoholic cocktail mixes. Statement of Use or extension is due February 6, 2009.
DELICIOUS FRUIT EVERY TIME	USA	5.10.04	78/416,224	-	ITU for Vitamin and nutritionally fortified fruit drinks; fruit concentrates and fruit purees, frozen fruit, dried and freeze dried fruit, fruit sauces, namely apple sauce; fruit juices, fruit juice concentrates, fruit drinks, fruit nectars, fruit concentrates for use in making fruit juices and fruit blends, preparations for making fruit drinks, and nonalcoholic cocktail mixes. Statement of Use or extension is due February 6, 2009.
FRUIT CREATIONS	USA	10.13.06	77/021,053	-	ITU for vitamin and nutritionally fortified fruit

MARK	COUNTRY	FILING DATE	REG./SERIAL NUMBER	REG. DATE	COMMENTS
					drinks; fruit concentrates and fruit purees, frozen fruit, dried and freeze dried fruit, fruit sauces, namely apple sauce; fruit juices, fruit juice concentrates, fruit drinks, fruit nectars, fruit concentrates for use in making fruit juices and fruit blends, preparations for making fruit drinks, and nonalcoholic cocktail mixes. Statement of Use or extension is due September 8, 2008.
FRUIT MORPHS	USA	4.04.07	77/148,439	-	ITU application for vitamin and nutritionally fortified fruit beverages; fruit concentrates and fruit purees, frozen fruit, dried and freeze dried fruit, fruit sauces, namely apple sauce, dehydrated fruit snacks, fruit-based snack food, snack mix consisting primarily of processed fruits, processed nuts and/or raisins; fruit juices, fruit juice concentrates, fruit drinks, fruit nectars, fruit concentrates for use in making fruit juices and fruit blends, preparations for making fruit drinks, and nonalcoholic cocktail mixes; Statement of Use or extension is due October 24, 2008.
FRUIT WHIZ	USA	4.04.07	77/148,430	-	ITU application for vitamin and nutritionally fortified fruit beverages; fruit concentrates and

MARK	COUNTRY	FILING DATE	REG./SERIAL NUMBER	REG. DATE	COMMENTS
					fruit purees, frozen fruit, dried and freeze dried fruit, fruit sauces, namely apple sauce, dehydrated fruit snacks, fruit-based snack food, snack mix consisting primarily of processed fruits, processed nuts and/or raisins; fruit juices, fruit juice concentrates, fruit drinks, fruit nectars, fruit concentrates for use in making fruit juices and fruit blends, preparations for making fruit drinks, and nonalcoholic cocktail mixes; Statement of Use or extension is due October 23, 2008.
NEW PLANET	USA	5.30.01	2,836,871	4.27.04	Registered for fruit concentrates and fruit purees; fruit drinks, fortified fruit drinks, fruit nectars, fruit concentrates for use in making fruit juices and fruit blends, preparations for making fruit drinks, and nonalcoholic cocktail mixes. Security interest assigned to LaSalle Business Credit, LLC.
[S DESIGN]	USA	4.09.93	1,906,708	7.18.95	Design mark (no words) registered for concentrated fruit puree.
SABROSO	USA	6.16.98	2,478,826	8.21.01	Registered for fruit concentrates, fruit purees and vegetable purees sold wholesale to food processors and institutional food service

MARK	COUNTRY	FILING DATE	REG./SERIAL NUMBER	REG. DATE	COMMENTS
					<p>providers; fruit juices, fruit juice concentrates and fruit concentrates for use in making fruit juices and fruit blends sold wholesale to food processors and institutional food service providers.</p> <p>Security interest assigned to LaSalle Business Credit, LLC.</p>

Licensed Trademarks and Unregistered Trademarks:

None.

Owned Patents:

None granted; no applications currently filed.

Licensed Patents:

U.S. Patent 5,281,430 for osmotic concentration apparatus and method for direct osmotic concentration of fruit juices is licensed (along with a right to sublicense) by Osmotek, Inc. to Sabroso to be used to manufacture, import, export, use, sell, and distribute equipment used in the concentration of food and beverages for human consumption. This license is valid until the termination of the patent.

Owned Registered Copyrights:

None registered.

Licensed Copyrights:

None.

Other Material Agreements:

License Agreement dated February 28, 2005 between Smucker Fruit Processing Company and Sabroso granting Sabroso a limited license to use intellectual property relating to: i) color and flavor preservation of fruit; ii) texture analysis of fruit; (iii) fruit stabilizer systems; iv) infused fruit; v) varietal studies of fruit; vi) heat treatment of fruit; vii) pathogen reduction for fruit; and viii) product developments for the yogurt project with Wells Dairy. This license is limited to use of the intellectual property in the formulated industrial dairy business.