

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fruitsmart, Inc.		11/13/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	James E. Gauley		
<b>Street Address:</b>	3463 Scoon Road		
<b>City:</b>	Sunnyside		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98944		
<b>Entity Type:</b>	INDIVIDUAL:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2759268	FRUITSMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(509)453-4704		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	509-453-1319		
<b>Email:</b>	pto@strattonballew.com		
<b>Correspondent Name:</b>	Michelle Bos		
<b>Address Line 1:</b>	P.O. Box 428		
<b>Address Line 4:</b>	Yakima, WASHINGTON 98907		
<b>ATTORNEY DOCKET NUMBER:</b>	FS3.T02		
<b>NAME OF SUBMITTER:</b>	Michelle Bos		
<b>Signature:</b>	/michelle bos/		
<b>Date:</b>	11/17/2008		

**CH \$40.00 2759268**

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Assignment is between:

FruitSmart, Inc.  
A Washington State Corporation  
14502 N. Rothrock  
Prosser, WA 99350  
(the "Assignor")

and

James E. Gauley  
3463 Scoon Road  
Sunnyside, Washington 98944  
(the "Assignee")

### RECITALS

A. Assignor is the owner of U.S. Trademark Registration No. 2,759,268 for FRUITSMART in international classes 29 and 32, registered September 2, 2003, and all goodwill appurtenant thereto (the "Trademark"); and

B. Assignee desires to acquire from Assignor all of Assignor's interest and goodwill in the registration for the trademark subject to this Assignment.

### ASSIGNMENT

NOW, THEREFORE the parties agree:

1. In consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in the United States in and to the Trademark.

2. This Assignment further conveys to Assignee all of the goodwill of the business of Assignor symbolized by the Trademark, its use, and any pending or issued registrations relating thereto.

3. Assignor hereby represents and warrants it that holds clear title to the Trademark and warrants that the Trademark is in use in commerce regulated by the Congress, and that Assignor has the right to make the assignment of the Trademark free of the claims of any other person.

