

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALESCO CLO FUNDING, LLC	FORMERLY Emporia Capital Funding LLC	09/15/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	AMP ADMIN LLC
<b>Street Address:</b>	1919 Pennsylvania Avenue, NW, 3rd Floor
<b>City:</b>	Washington
<b>State/Country:</b>	DISTRICT OF COLUMBIA
<b>Postal Code:</b>	20006
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	76661264	AMERICAN ONIONS
Registration Number:	2674533	HERMISTON SWEETS
Registration Number:	3058313	HERMISTON SWEETREDS
Registration Number:	2795897	NEVADA PLATEAU ONIONS
Serial Number:	76661263	HERMISTON SWEETWHITES
Serial Number:	76671039	FARMSTEAD ORGANICS
Serial Number:	76673818	SWEET ONION PROCESS
Serial Number:	76673815	SWEET PROCESS
Serial Number:	76673817	SWEET TECHNIQUE
Serial Number:	76673816	SEED TO SANDWICH
Registration Number:	2121716	RIVERGATE FARMS
Serial Number:	76660663	PATAGONIA SWEET ONIONS
Serial Number:	76660662	PATAGONIA SWEETREDS
Serial Number:	76660665	PATAGONIA SWEET ONIONS, SOUTH AMERICA'S FINEST

CH \$390.00 76661264

**900145873**

**TRADEMARK**  
**REEL: 004082 FRAME: 0417**

Serial Number:	76668554	PATAGONIA, CHILEAN SWEETS
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**CORRESPONDENCE DATA**

Fax Number: (213)680-6499  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-680-6764  
Email: kimberli.walker@bingham.com  
Correspondent Name: Kimberli Walker  
Address Line 1: 355 South Grand Avenue, Suite 4400  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0000323322
NAME OF SUBMITTER:	Kimberli Walker
Signature:	/Kim Walker/
Date:	10/21/2009

Total Attachments: 4  
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ASSIGNMENT AND ASSUMPTION OF SECOND LIEN SECURITY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SECOND LIEN SECURITY AGREEMENT (this "Assignment"), is dated as of September 15, 2009, and made by **ALESCO CLO FUNDING, LLC**, a Delaware limited liability company (formerly known as **EMPORIA CAPITAL FUNDING LLC**) (the "Resigning Agent"), to **AMP ADMIN LLC**, a Delaware limited liability company (the "Entering Agent").

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of April 13, 2007, made by **RIVER POINT FARMS, LLC**, a Texas limited liability company, and **AMERICAN ONION INTERNATIONAL, INC.**, a Nevada corporation, each as grantors, in favor of Resigning Agent (the "Security Agreement"), a security interest was granted to Resigning Agent in certain collateral, including the Trademark Collateral and the Patent Collateral (each as hereinafter defined);

WHEREAS, the Security Agreement was recorded in (a) the Trademark Division of the United States Patent and Trademark Office on September 26, 2007, at Reel 003629 and Frame 0118, and (ii) the Patent Division of the United States Patent and Trademark Office on September 26, 2007, at Reel 019881 and Frame 0602.

WHEREAS, the Resigning Agent desires to assign and delegate its rights, title and interest in and to the Security Agreement, the Trademark Collateral and the Patent Collateral, and the Entering Agent desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Resigning Agent hereby states as follows:

1. Definitions. The terms "Trademark Collateral" and "Patent Collateral" as used herein shall mean all of the Resigning Agent's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto or the patents listed on Schedule B hereto, as applicable.

2. Assignment and Assumption of Security Interest. The Resigning Agent hereby assigns and transfers unto the Entering Agent, and the Entering Agent hereby accepts all of the Resigning Agent's rights, title and interest in and to the Security Agreement, the Trademark Collateral and the Patent Collateral, effective as of May 15, 2009.

3. Representations and Warranties. Resigning Agent represents and warrants that: (i) it has the full power and authority to execute this Assignment; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.

4. Further Assurances. The Entering Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

*[Remainder of page intentionally blank; signature page follows.]*


IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first above written.

RESIGNING AGENT:

**ALESCO CLO FUNDING, LLC** (formerly known as Emporia Capital Funding LLC), a Delaware limited liability company


By: A.C. Corporation

Its: Attorney-in-Fact

By:   
Kevin Braddish  
Managing Director

ENTERING AGENT:

**AMP ADMIN LLC**, a Delaware limited liability company

By:   
Kevin Braddish  
Managing Director

Schedule A

**TRADEMARK COLLATERAL**

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>
River Point Farms, LLC	American Onions	76/661,264	June 8, 2006
River Point Farms, LLC	Hermiston Sweets	76/345,679 2674533	December 14, 2001 January 14, 2003
River Point Farms, LLC	Hermiston SweetReds	78/453,033 3058313	July 19, 2004 February 7, 2006
River Point Farms, LLC	Nevada Plateau Onions	76/437,126 2795897	August 2, 2002 December 16, 2003
River Point Farms, LLC	Hermiston SweetWhites	76/661,263	June 8, 2006
River Point Farms, LLC	FarmStead Organics	76/671,039	January 4, 2007
River Point Farms, LLC	Sweet Onion Process	76/673,818	March 9, 2007
River Point Farms, LLC	Sweet Process	76/673,815	March 8, 2007
River Point Farms, LLC	Sweet Technique	76/673,817	March 9, 2007
River Point Farms, LLC	Seed to Sandwich	76/673,816	March 9, 2007
River Point Farms, LLC	Rivergate Farms	75/223,127 2121716	January 18, 1997 December 16, 1997
American Onion International, Inc.	Patagonia Sweet Onions	76/660,663	May 26, 2006
American Onion International, Inc.	Patagonia SweetReds	76/660,662	May 26, 2006
American Onion International, Inc.	Patagonia Sweet Onions, South America's Finest	76/660,665	May 26, 2006
American Onion International, Inc.	Patagonia, Chilean Sweets	76/668,554	November 6, 2006

**Schedule B**

**PATENT COLLATERAL**

<b>GRANTOR</b>	<b>PATENT</b>	<b>SERIAL NUMBER/ PATENT NUMBER</b>	<b>FILING DATE/ ISSUE DATE</b>
River Point Farms, LLC	Produce Slicer	10,406,909 6,969,636	April 2, 2003 November 1, 2005