

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.W. Berry Farms, Inc.		02/18/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Oxnard Produce, LLC		
Street Address:	111 Congressional Blvd		
Internal Address:	Suite 115		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2092564	RED GEM	
CORRESPONDENCE DATA			
Fax Number:	(317)684-5173		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(317) 684-5000		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer L. Day		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	2007-RED GEM		
NAME OF SUBMITTER:	Jennifer L. Day		
Signature:	/Jennifer L. Day/		

OP \$40.00 2092564

Date:

02/26/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and effective as of 2/18, 2010 (the "Effective Date"), **D.W. BERRY FARMS, INC.**, a California corporation ("Assignor") ASSIGNS and CONVEYS to **OXNARD PRODUCE, LLC**, an Indiana limited liability company ("Assignee"), Assignor's entire right, title and interest in and to the United States trademark and the registration therefor listed below, all goodwill associated with the trademark, and all claims and rights to sue for and collect damages by reason of infringement of the trademark to the extent relating to any period on or after the Effective Date.

Mark: **RED GEM**
U.S. Reg. No.: 2,092,564
Reg. Date: September 2, 1997

"Assignor"

D.W. BERRY FARMS, INC.

Dated: 2/18/10

By: [Signature]

Printed: Dean Walsh

Title: President

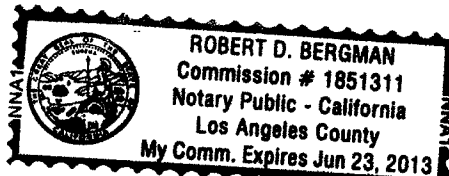
STATE OF CALIFORNIA)
) SS
COUNTY OF VENTURA)

On 2/18, 2010, before me, ROBERT D. BERGMAN a notary public, personally appeared DEAN WALSH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



Accepted and Agreed this 18th day of February, 2010.

“Assignee”

OXNARD PRODUCE, LLC

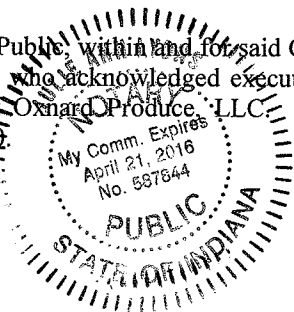
By: *Richard R. Halderman*

Printed: Richard R. Halderman
President

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, within and for said County and State, personally appeared Richard R. Halderman who acknowledged execution of this Trademark Assignment in his/her capacity as President of Oxnard Produce, LLC. Witness my hand and Notarial Seal this 18th day of February, 2010.



Stacie Ann Lyons
Notary Public (Signature)
Stacie Ann Lyons
(Printed Name)

My Commission Expires: 4.21.16
My County of Residence is: Hamilton