

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
Juice Harvest Corporation		05/14/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Evolution Fresh, Inc.
Street Address:	1055 Cooley Avenue
City:	San Bernardino
State/Country:	CALIFORNIA
Postal Code:	92408
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3106870	100% FRESHEST
Registration Number:	3744617	BANILLA
Registration Number:	2196497	JUICE EVOLUTION
Registration Number:	3744664	ORGANIC V
Serial Number:	77963351	BANILLA GORILLA
Serial Number:	77778037	ESSENTIAL GREENS
Serial Number:	77817752	EVOLUTION
Serial Number:	77817740	EVOLUTION
Serial Number:	77817758	EVOLUTION
Serial Number:	77817744	EVOLUTION
Serial Number:	77771788	INCREDIBLE VEGETABLE
Serial Number:	77777993	PLANETARY BERRY
Serial Number:	77778022	SUPER GREEN

CORRESPONDENCE DATA

900163088

**TRADEMARK
 REEL: 004213 FRAME: 0185**

CH \$340.00 3106870

Fax Number: (714)513-5130
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-424-2822
Email: pfowlie@sheppardmullin.com
Correspondent Name: Pam Fowlie c/o Sheppard Mullin
Address Line 1: 650 Town Center Drive
Address Line 2: Fourth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	13AJ-138869
NAME OF SUBMITTER:	Pamela Fowlie
Signature:	/pamela fowlie/
Date:	05/26/2010

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of the 14th day of May, 2010, by and between Evolution Fresh, Inc., a Delaware corporation (the "Company"), and Juice Harvest Corporation, a California corporation (hereinafter the "Assignor").

WHEREAS, Assignor has adopted, used and is using the registered and common law trademarks and service marks set forth on Schedule A (the "Assigned Marks");

WHEREAS, Assignor and Company are parties to a Contribution Agreement dated May 14, 2010 (the "Contribution Agreement") by and between Assignor and Company, under which Assignor is contributing to Company the Assigned Marks;

WHEREAS, Assignor desires to confirm the assignment to the Company of all of Assignor's right, title and interest in and to the Assigned Marks; and

WHEREAS, Company is willing to accept such assignment on the terms and conditions set forth herein and in the Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and incorporating the recitals set forth above, Assignor and Company agree as follows:

1. Transfer of Assigned Mark. Assignor hereby transfers and assigns all of its right, title and interest whatsoever in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks including all the goodwill associated with the foregoing Assigned Marks and registrations, to the Company including the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks.

2. Miscellaneous.

(a) Entire Agreement. The provisions of this Agreement, as supplemented by the Contribution Agreement, constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law. THE VALIDITY, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE AND THE LAWS OF THE UNITED STATES OF AMERICA TO THE EXTENT APPLICABLE.

(c) Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

[Signatures appear on the following page.]

INTENDING TO BE BOUND, ASSIGNOR has hereunto set their hand this 14th day of May, 2010.

Juice Harvest Corporation, a California corporation

By:

Name: James Rosenberg
Title: President

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On 5/14/10, before me, Susan M. Landau a Notary Public, personally appeared James Rosenberg 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 person(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 Susan M. Landau




[Signature Page to Trademark Assignment Agreement]


SCHEDULE A
ASSIGNED MARKS

1) Registered Trademarks

Trademark	Class (es)	Appl. No.	Appl. Date	Publ. Date	Reg. No.	Reg. Location	Reg. Date	Status	Next Renewal
100% FRESHEST	32 Int.	78/672358	6/18/05	-	3106870	U.S.A.	6/20/06	Registered	6/20/16
BANILLA	32 Int.	77/771780	6/30/09	11/17/09	3744617	U.S.A.	2/2/10	Registered	2/2/20
JUICE EVOLUTION	31 Int., 32 Int.	75/232390	1/27/97	-	2196497	U.S.A.	10/13/98	Registered	10/13/18
ORGANIC V	32 Int.	77/772875	7/1/09	11/17/09	3744664	U.S.A.	2/2/10	Registered	2/2/20
BANILLA	32 Int.				112806	CA	7/30/07	Registered	7/30/17
SUPER GREEN	32 Int.				112807	CA	7/30/07	Registered	7/30/17
HARVEST	29 Int.				112750	CA	7/16/07	Registered	7/16/17
HARVEST	30 Int.				112751	CA	7/16/07	Registered	7/16/17
HARVEST	31 Int.				112752	CA	7/16/07	Registered	7/16/17
HARVEST	32 Int.				112753	CA	7/16/07	Registered	7/16/17

2) Pending Trademarks

Trademark	Class (es)	Appl. No.	Appl. Date	Publ. Date	Reg. No.	Reg. Location	Reg. Date	Status	Next Renewal
BANILLA GORILLA	32 Int.	77/963351	3/19/10	-	-	U.S.A.	-	Pending	-
ESSENTIAL GREENS	32 Int.	77/778037	7/9/09	-	-	U.S.A.	-	Pending	-
EVOLUTION	31 Int.	77/817752	9/1/09	1/26/10	-	U.S.A.	-	Published	-
EVOLUTION	32 Int.	77/817740	9/1/09	1/26/10	-	U.S.A.	-	Published	-
EVOLUTION & Design	31 Int.	77/817758	9/1/09	1/26/10	-	U.S.A.	-	Published	-
									

EVOLUTION & Design 	32 Int.	77/817744	9/1/09	1/26/10	-	U.S.A.	-	Published	-
INCREDIBLE VEGETABLE	32 Int.	77/771788	6/30/09	-	-	U.S.A.	-	Pending	-
PLANETARY BERRY	32 Int.	77/777993	7/9/09	12/15/09	-	U.S.A.	-	Published	-
SUPER GREEN	32 Int.	77/778022	7/9/09	-	-	U.S.A.	-	Pending	-

Schedule A