

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
O Olive Oil, LLC		12/31/2007	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	O Olive Oil, Inc.		
Street Address:	1997 South McDowell Boulevard		
Internal Address:	Suite A		
City:	Petaluma		
State/Country:	CALIFORNIA		
Postal Code:	94954		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3193007	O OLIVE OIL	
Registration Number:	3095682	O BASICS	
Registration Number:	3106467	O OLIVE OIL ULTRA PREMIUM EXTRA VIRGIN	
Registration Number:	2700555	O CHAMPAGNE CITRUS VINEGAR	
Registration Number:	2700558	O BALSAMIC VINEGAR	
Registration Number:	2700557	O CHAMPAGNE VINEGAR	
Registration Number:	2702724	O CABERNET VINEGAR	
Registration Number:	2697964	O LEMON OLIVE OIL	
Registration Number:	2926971	O GINGER RICE VINEGAR	
Registration Number:	2961017	O YUZU RICE VINEGAR	
Registration Number:	2968449	O SOY RICE VINEGAR	
Registration Number:	2230974	O ZINFANDEL VINEGAR	
Registration Number:	2407247	O EXTRA VIRGIN	

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Registration Number:	2388728	O SHERRY VINEGAR
Registration Number:	2176781	O OLIVE OIL

CORRESPONDENCE DATA

Fax Number: (415)421-2922
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (415) 421-6500
Email: joconnell@sflaw.com
Correspondent Name: Jeffrey A. O'Connell/Shartsis Friese LLP
Address Line 1: One Maritime Plaza, 18th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	6629/002
NAME OF SUBMITTER:	Jeffrey A. O'Connell, Attorney of Record
Signature:	/Jeffrey A. O'Connell/
Date:	10/06/2010

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made effective as of December 31, 2007, between O Olive Oil, LLC, an Illinois limited liability company ("Assignor") and O Olive Oil, Inc., a California corporation ("Assignee") with reference to the following facts:

A. Assignor is the owner of the trademarks listed on Schedule A attached hereto (which Schedule is incorporated herein) (the "Trademarks") and the United States Trademark Registrations listed on Schedule A (the "Registrations").

B. Assignee desires to acquire and own exclusively the entire right, title and interest in and to the Marks and the Registrations for all purposes, and all goodwill relating thereto, whether such rights are based in common law or under federal or state statute (collectively, the "Trademark Rights"), that Assignor may own or possess as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties agree as follows:

1. Assignment of Mark. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Trademarks, the Registrations and to the other Trademark Rights for any and all purposes, together with all goodwill of the business symbolized by the Trademarks and the Registrations. The foregoing assignment of the Trademarks, the Registrations and Trademark Rights shall include without limitation:

(a) The right to register or renew the Trademarks and the Registrations in the United States and in any foreign country,

(b) All right, title and interest of Assignor in any pending registration applications for the Trademarks,

(c) The exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Trademarks and the Trademark Rights, and

(d) The right to enforce, sue for and collect damages by reason of any past or future infringement or misuse of the Trademarks.

2. Consideration. Assignor acknowledges that this Assignment is being executed in connection with the transfer of all of the assets of Assignor to Assignee.

3. Representation. Assignor represents and warrants to Assignee that it has not previously assigned to any third party any right, title or interest in or to the Trademarks, or any of the other Trademark Rights or any associated goodwill. Assignor represents and warrants that it possesses good and valid title to the Trademarks, the Registrations and the Trademark Rights being assigned to Assignee and that it has full power and authority to make the agreements and representations contained in this Assignment.

4. Further Assurances. Assignor agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Trademarks and to effect the assignment and transfer of the Registrations to Assignee, including but not limited to the recordation of this Assignment with the United States Patent and Trademark Office.

5. Absolute and Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

6. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed and interpreted pursuant to the laws of the State of California.

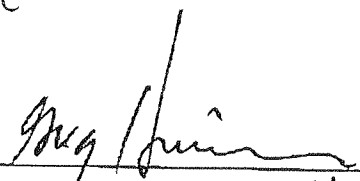
8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto to be effective as of the date first above written.

ASSIGNOR:

O OLIVE OIL, LLC

By:
Name:
Title




GREG HINSON

PRESIDENT

ASSIGNEE:

O OLIVE OIL, INC.

By:
Name:
Title



Mario J. Aranda

Vice President

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SCHEDULE A

I. TRADEMARKS

TRADEMARKS: GENERAL

- O OLIVE OIL
- O BASICS
- OOO SONOMA
- O MUSTARD

TRADEMARKS: CITRUS OILS

- O BLOOD ORANGE OLIVE OIL
- O CLEMENTINE OLIVE OIL
- O JALAPEÑO LIME OLIVE OIL
- O LEMON OLIVE OIL
- O MEYER LEMON OLIVE OIL
- O ORANGE OLIVE OIL
- O RUBY GRAPEFRUIT OLIVE OIL
- O TAHITIAN LIME OLIVE OIL

TRADEMARKS: WINE VINEGARS

- O BALSAMIC VINEGAR
- O CABERNET VINEGAR
- O CABERNET VINEGAR
- O CALIFORNIA BALSAMIC VINEGAR
- O CALIFORNIA PORT BALSAMIC VINEGAR
- O CALIFORNIA WHITE BALSAMIC VINEGAR
- O CASSIS VINEGAR
- O CHAMPAGNE CITRUS VINEGAR
- O CHAMPAGNE VINEGAR

**TRADEMARKS: WINE VINEGARS
(cont'd)**

- O CUVEE VINEGAR
- O HONEY APPLE VINEGAR
- O PINOT NOIR VINEGAR
- O POMEGRANATE CHAMPAGNE VINEGAR
- O PORTO
- O PORTO VINEGAR
- O SHERRY VINEGAR
- O ZINFANDEL VINEGAR

TRADEMARKS: EXTRA VIRGIN

- O EXTRA VIRGIN
- O EXTRA VIRGIN OLIVE OIL
- O OLIVE OIL ULTRA PREMIUM EXTRA VIRGIN
- O ULTRA PREMIUM EXTRA VIRGIN OLIVE OIL

TRADEMARKS: RICE VINEGARS

- O GINGER RICE VINEGAR
- O SOY RICE VINEGAR
- O SUDACHI LIME RICE VINEGAR
- O YUZU RICE VINEGAR

TRADEMARKS: CITRUS TAPENADES

- O BLOOD ORANGE TAPENADE
- O JALAPEÑO-LIME TAPENADE
- O MEYER LEMON TAPENADE

II. TRADEMARK REGISTRATIONS

Trademark	Registration Number
O OLIVE OIL.....	3193007
O BASICS.....	3095682
O OLIVE OIL ULTRA PREMIUM EXTRA VIRGIN...	3106467
O CHAMPAGNE CITRUS VINEGAR.....	2700555
O BALSAMIC VINEGAR.....	2700558
O CHAMPAGNE VINEGAR.....	2700557
O CABERNET VINEGAR.....	2702724
O LEMON OLIVE OIL.....	2697964
O GINGER RICE VINEGAR.....	2926971
O YUZU RICE VINEGAR.....	2961017
O SOY RICE VINEGAR.....	2968449
O ZINFANDEL VINEGAR.....	2230974
O EXTRA VIRGIN.....	2407247
O SHERRY VINEGAR.....	2388728
O OLIVE OIL.....	2176781

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