

**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>
Bionova Produce, Inc.		05/09/2011	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Masterstouch Brand L.L.C.		
<b>Street Address:</b>	3021 North Grand Avenue		
<b>City:</b>	Nogales		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85261		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3481442		
Registration Number:	3214023	POCKET	
Registration Number:	2946187	MASTER'S TOUCH	
Registration Number:	1806313	MASTER'S TOUCH	
Registration Number:	2298174	SHOWCASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)916-5517		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-916-5317		
<b>Email:</b>	ip@fclaw.com		
<b>Correspondent Name:</b>	Susan Stone Rosenfield		
<b>Address Line 1:</b>	3003 N. Central Avenue		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85012		
<b>ATTORNEY DOCKET NUMBER:</b>	029477.0002		

CH \$140.00 3481442

**900197825**

**TRADEMARK  
 REEL: 004589 FRAME: 0419**

NAME OF SUBMITTER:	Susan Stone Rosenfield
Signature:	/Susan Stone Rosenfield/
Date:	07/22/2011
<b>Total Attachments: 6</b> source=Bionova Produce, Inc. - Trademark Assignment#page1.tif source=Bionova Produce, Inc. - Trademark Assignment#page2.tif source=Bionova Produce, Inc. - Trademark Assignment#page3.tif source=Bionova Produce, Inc. - Trademark Assignment#page4.tif source=Bionova Produce, Inc. - Trademark Assignment#page5.tif source=Bionova Produce, Inc. - Trademark Assignment#page6.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Agreement") is entered into effective as of the 28<sup>th</sup> day of January 2011 (the "Effective Date"), by and between BIONOVA PRODUCE, INC., an Arizona corporation (the "Assignor") and MASTERSTOUCH BRAND L.L.C., an Arizona limited liability company (the "Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated the 28<sup>th</sup> day of January 2011 by and between Assignor and Assignee, as amended by the First Amendment to Asset Purchase Agreement dated effective as of the 28<sup>th</sup> day of January 2011 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer to Assignee, and Assignee has agreed to purchase from Assignor, among other assets, the Intellectual Property, as defined below;

WHEREAS, Assignor is the owner of all right, title, and interest in and to those certain trademarks and registrations set forth on Attachment 1, hereto (the "Intellectual Property"); and

WHEREAS, for good and valuable consideration and upon the terms and conditions set forth below, Assignor desires to assign all of its rights and interests with respect to the Intellectual Property to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Intellectual Property.

NOW, THEREFORE, in consideration of the transactions contemplated by this Agreement and the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Defined Terms. All capitalized words and terms used in this Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

2. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs, and subsequent assignees all right, title, and interest in and to the Intellectual Property, including, without limitation, the right to any applications, registrations, continuations, divisionals, reissues or reexaminations thereof, the right to prosecute any applications therefor, the right to have any applications, registrations, continuations, divisionals, reissues, or reexaminations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement, and the right to the goodwill of the business symbolized thereby.

3. Further Assurances. Assignor will execute, at Assignee's expense, all such additional documents as may be reasonably necessary in the reasonable opinion of counsel for Assignee to perfect the assignment of rights set forth herein.

4. Estoppel License. To the extent the assignment under Section 1 fails or is judged ineffective for any reason, Assignor shall grant and hereby grants to Assignee a perpetual, irrevocable, fully paid-up, royalty free, exclusive (including as to Assignor) license to use, perform, display, reproduce, modify, enhance, create derivative works and improvements from, sublicense (through one or more tiers), distribute, transfer, reverse engineer, manufacture, make, have made, use, have used, import, have imported, sell, have sold or otherwise exploit in any lawful manner in any jurisdiction, under the Intellectual Property.

5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective administrators, personal and legal representatives, successors, and permitted assigns.

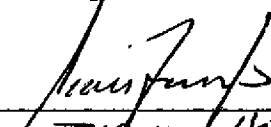
6. Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of Arizona, without regard for its conflict of laws principles.

**SIGNATURES OF THE PARTIES INTENTIONALLY  
APPEAR ON THE FOLLOWING PAGE**

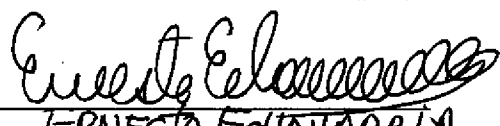
**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

**BIONOVA PRODUCE, INC.,**  
an Arizona corporation

By:   
Name: FIDEL Hoyos  
Title: CEO

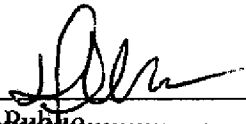
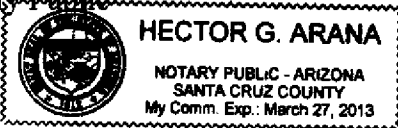
**MASTERSTOUCH BRAND L.L.C.,**  
an Arizona limited liability company

By:   
Name: ERNESTO ECHAVARRÍA  
Title: Manager

**CONTINUED ON NEXT PAGE**

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF SANTA CRUZ )

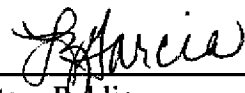
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day May, 2011, by Fidel Montes, as CEO of Bionova Produce, Inc., an Arizona corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public  
 **HECTOR G. ARANA**  
NOTARY PUBLIC - ARIZONA  
SANTA CRUZ COUNTY  
My Comm. Exp.: March 27, 2013

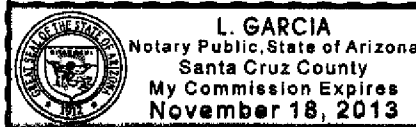
My Commission Expires:

STATE OF Arizona )  
 ) ss.  
COUNTY OF Santa Cruz )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day June, 2011, by Ernesto Echavarría as Manager of Masterstouch Brand L.L.C., an Arizona limited liability company, on behalf of said company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

 **L. GARCIA**  
Notary Public, State of Arizona  
Santa Cruz County  
My Commission Expires  
**November 18, 2013**

**Attachment 1**  
**Trademarks and Registrations**

<b>Trademark:</b>	<b>Country App. No. / Reg. No.</b>	<b>Goods/ Services Covered:</b>
<u>Master's Touch</u>	<u>California, 96299</u>	<u>Class 46</u>
<u>Master's Touch</u>	<u>Arizona, 30695</u>	<u>Class 46</u>
<u>Master's Touch</u>	<u>U.S., 1,806,313</u>	<u>Fresh fruits and vegetables, Namely, tomatoes, bell peppers, table grapes, honeydew melons, roma tomatoes, eggplant, zuchhini, squash, and cherry tomatoes, Class 31</u>
<u>Master's Touch</u>	<u>U.S., 2,946,187</u>	<u>Fresh fruits and vegetables in Class 31</u>
<u>Pocket</u>	<u>U.S., 3,214,023</u>	<u>Fresh fruits, Class 31</u>
<u>Santa Fe logo</u>	<u>Unfiled</u>	<u>Grocery stores, supermarkets</u>
<u>Showcase</u>	<u>U.S., 2,298,174</u>	<u>Fresh fruits and vegetables, Except sweet corn, Class 31</u>
<u>Three Peppers Logo</u>	<u>U.S., 3,481,442</u>	<u>Fresh fruits and vegetables Class 31</u>
<u>Three Peppers Logo</u>	<u>Canada, 1,396,674 Pending</u>	<u>Fresh fruits and vegetables</u>
<u>THREE Cucumber Guys Logo</u>	<u>Unfiled</u>	