

## TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rabobank, N.A.		03/08/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	True Leaf Farms, LLC		
Street Address:	19065 Portola Drive		
City:	Salinas		
State/Country:	CALIFORNIA		
Postal Code:	93908		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2285519	PRIDE OF SAN JUAN	
CORRESPONDENCE DATA			
Fax Number:	(831)759-0902		
Phone:	8317590900		
Email:	koren@johnsonmoncrief.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Johnson, Moncrief & Hart, PC		
Address Line 1:	16 W. Gabilan Street		
Address Line 4:	Salinas, CALIFORNIA 93901		
ATTORNEY DOCKET NUMBER:	06330.001		
NAME OF SUBMITTER:	Koren R. McWilliams		
Signature:	/koren r mcwilliams/		

OP \$40.00 2285519

Date:

03/16/2012

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made effective as of March 8, 2012 ("Effective Date") by and between RABOBANK, NA, (the "Assignor") and TRUE LEAF FARMS, LLC, a California limited liability company ("Assignee"). Assignor and Assignee may be referred to individually as a "Party" or collectively as the "Parties". The Parties agree as follows:

### 1. Recitals.

1.1 Pride of San Juan, Inc. ("POSJ"), a California corporation, was the former owner of the Mark. Stephen F. Wyrick, an individual ("Wyrick") was the principal and owner of POSJ.

1.2 Assignor became a secured lender of POSJ pursuant to two loan agreements ("Rabobank Loans"). POSJ subsequently defaulted on the Rabobank Loans.

1.3 Assignor requested the appointment of a receiver to marshal POSJ's assets. On July 2, 2010, Steve Franson was appointed receiver.

1.4 On October 20, 2010, POSJ filed a petition for relief under the United States Bankruptcy Code in the U.S. Bankruptcy Court, Northern District of California, Case No. 10-60888. John Richardson was appointed the trustee of POSJ's bankruptcy estate ("Trustee").

1.5 POSJ's bankruptcy case was closed as a no-asset case.

1.6 Assignor desires to assign and transfer to the Assignee all of its right, title, and interest in and to the Pride of San Juan trademark, USPTO Serial No. 75578684, as further described in Exhibit "A" ("Mark"), obtained by virtue of its security interest in the collateral described in the Rabobank Loans and related security agreement.

1.7 Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Mark.

2. Assignment. Assignor does hereby irrevocably assign to Assignee all of the rights, title, and interest (including but not limited to all registration rights with respect to the Mark, all rights to prepare derivative marks, all goodwill and other rights) that it now holds in and to the Mark.

3. Consideration. In consideration for the assignment set forth in Section 2, Assignee shall pay Assignor the sum of [REDACTED], payable upon execution of this Agreement.

4. Absence of Representations and Warranties. Assignor makes no representations and/or warranties as to its actual rights, powers, and/or authority to enter into this

Agreement, other than that Assignor has taken all necessary corporate action to approve and enter into this Agreement. Assignor agrees only that it is selling all of the rights, power, and authority that it in fact has in the Mark, whatever that may be.

5. Miscellaneous.

5.1 Amendment. This Agreement may not be amended, modified or supplemented except by a written agreement executed by all the Parties.

5.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns, and any reference to a Party hereto shall also be a reference to a permitted successor or assign.

5.4 Captions. The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

5.5 Complete Agreement. This Agreement and the attached Exhibits constitute the complete and exclusive statement of agreement among the Parties with respect to the subject matter herein and therein replace and supersede all prior written and oral agreements or statements by and among the Parties. No representation, statement, condition or warranty not contained in this Agreement, or the attached Exhibits, will be binding on the Parties or have any force or effect whatsoever, notwithstanding the provisions of Civil Code section 1698.

5.6 Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California without reference to California's choice of law rules.

5.7 Counterparts. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.8 Enforcement of Certain Rights. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the Parties hereto, and their successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person, firm or corporation being deemed a third party beneficiary of this Agreement.

5.9 Fees and Expenses. Each Party shall pay its own fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the fees, costs and expenses of its accountants and counsel.

5.10 Interpretation. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or

at the request of a particular Party or his or its counsel. The Parties further agree that California Civil Code Section 1654 does not apply to this Agreement.

5.11 Jurisdiction and Venue. The Parties acknowledge and understand that the making of this Agreement is in California. Any suit, arbitrations, mediation or other remedial process shall be filed and maintained in California.

5.12 Number; Gender. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

5.13 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

5.14 Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

5.15 Time of the Essence; Computation of Time. Time is of the essence for each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.


**ASSIGNEE**

TRUE LEAF FARMS, LLC  
A California limited liability company

  
\_\_\_\_\_  
David Gill, Chief Executive Officer

**RABOBANK**

RABOBANK, N.A.

  
\_\_\_\_\_  
Steve Buckley, Vice President,  
Senior Special Assets Officer

# EXHIBIT A



**United States Patent and Trademark Office**

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**Word Mark** PRIDE OF SAN JUAN  
**Goods and Services** IC 031. US 001 046. G & S: FRESH VEGETABLES. FIRST USE: 19950400. FIRST USE IN COMMERCE: 19950400  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search Code** 07.09.03 - Columns  
 24.09.07 - Advertising, banners; Banners  
 26.03.21 - Ovals that are completely or partially shaded  
 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved  
**Serial Number** 75578684  
**Filing Date** October 28, 1998  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** July 20, 1999  
**Registration Number** 2285519  
**Registration Date** October 12, 1999  
**Owner** (REGISTRANT) PRIDE OF SAN JUAN, INC. CORPORATION CALIFORNIA P. O. Box 218 San Juan Bautista CALIFORNIA 95045  
**Attorney of Record** Thomas A. Dirksen  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SAN JUAN" APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20091015.  
**Renewal** 1ST RENEWAL 20091015

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