

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
Market 52		05/11/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Dole Berry Company, LLC		
Street Address:	One Dole Drive		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3854529	BRAINBERRIES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	818-879-6600		
Email:	marcy.reed@dole.com		
Correspondent Name:	Dole Berry Company		
Address Line 1:	One Dole Drive		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
ATTORNEY DOCKET NUMBER:	0382239		
NAME OF SUBMITTER:	Marcy Reed		
Signature:	/marcy reed/		
Date:	05/15/2012		

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Total Attachments: 4

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**CONFIRMATORY TRANSFER AND
ASSIGNMENT OF TRADEMARKS AGREEMENT**

This Confirmatory Transfer and Assignment of Trademarks Agreement (this "Transfer Agreement"), with an effective date of May 11, 2012 (the "Effective Date"), is made by and between Market 52, a California corporation ("Seller"), and Dole Berry Company, LLC, a Delaware limited liability company ("DBC").

RECITALS

- A. Seller, having offices at 257 N. Sixth, Kingsburg, CA, was, immediately prior to the sale and transfer of certain assets pursuant to that certain Asset Purchase Agreement between Seller and Dole Fresh Vegetables, Inc., a California corporation ("Dole") of even date herewith (the "APA"), owner of an undivided right, title, and interest in, among other things, the trademark listed on Exhibit A hereto (the "Trademark").
- B. Seller has sold, transferred and assigned all right, title and interest in and to the Trademark (including the goodwill of the business symbolized by the Trademark) to DBC pursuant to the APA.
- C. Seller and DBC now wish to confirm such transfer and assignment pursuant to the APA.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration as set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, Seller and DBC agree as follows:

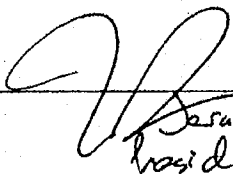
1. Seller acknowledges and confirms that, pursuant to the APA, all right, title and interest in and to the Trademark (including the goodwill of the business symbolized by the Trademark) has been irrevocably transferred and assigned to DBC as of the Effective Date. To the extent, if any, that Seller retains any right, title or interest in or to the Trademark, Seller hereby irrevocably transfers and assigns (and agrees to irrevocably transfer and assign) to DBC as of the Effective Date all of its right, title and interest in and to the Trademark throughout the world, including (a) all federal, state, foreign, statutory, common law and other rights in and to the Trademark, (b) all domestic and foreign trademark applications and registrations for the Trademark, and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing, (c) all goodwill of the business symbolized by the Trademark or otherwise associated with the Trademark, (d) all rights to causes of action and remedies related to any of the foregoing, including the right to sue and recover for any and all past, present or future infringements, misappropriations or violations of the Trademark, and (e) any and all other rights and interests arising out of, in connection with or in relation to the Trademark.
2. Upon DBC's request, Seller shall promptly execute and deliver to DBC such documents, and extend such other cooperation and take such other actions (at no expense to Seller), as DBC determines may be reasonably necessary or appropriate to vest, secure,

perfect, protect or enforce DBC's rights and interests in and to the Trademark, and each of Debtor, Assignee and Seller hereby irrevocably appoints DBC as its attorney in fact to undertake such acts in its name.

3. Except as expressly set forth herein, nothing in this Transfer Agreement is intended to or shall be deemed to expand, limit or otherwise modify Seller's or Dole's respective rights or obligations under the APA. In the event of any conflict between this Transfer Agreement and the APA, this Transfer Agreement shall control. This Transfer Agreement and (as between Seller and Dole only) the APA constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding of the parties with respect to such subject matter. Any term or provision of this Transfer Agreement may be amended only by a writing signed by Seller and DBC. The observance of any term or provision of this Transfer Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Transfer Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach. This Transfer Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. If any provision of this Transfer Agreement, or the application of any such provision to any party or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Transfer Agreement, and the application of such provision to parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Nothing expressed or implied in this Transfer Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Transfer Agreement. This Transfer Agreement may be executed (including by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document.

MARKET 52, a California corporation

By: _____
Name: _____
Title: _____


Gerald Davis
President

DOLE BERRY COMPANY, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

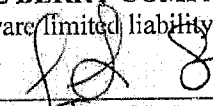
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MARKET 52, a California corporation

By: _____
Name:
Title:

DOLE BERRY COMPANY, LLC, a
Delaware limited liability company

By: 
Name: James L. Sloan
Title: CFO


By: 
Name: J.B. CONNER
Title: VP

Exhibit A
Trademark

1. Brainberries – U.S. Reg. No. 3854529