

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
Dole Fresh Fruit Company		11/05/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Dole Packaged Foods, LLC		
Street Address:	One Dole Drive		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362-7300		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3174743	TROPICAL GOLD	
CORRESPONDENCE DATA			
Fax Number:	7037392815		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	iprecordals@cpaglobal.com		
Correspondent Name:	CPA Global Limited		
Address Line 1:	Liberation House		
Address Line 2:	Castle Street		
Address Line 4:	St Helier, JERSEY JE1 1BL		
NAME OF SUBMITTER:	Helen Birrell		
Signature:	/H/BIRRELL/IPR/PS/DOLE FOODS/		
Date:	11/15/2012		
Total Attachments: 3 source=DFF-Assig#page1.tif source=DFF-Assig#page2.tif source=DFF-Assig#page3.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of November 5, 2012, by DOLE FRESH FRUIT COMPANY, a corporation organized and existing under the laws of the State of Nevada ("Assignor"), to DOLE PACKAGED FOODS, LLC, a limited liability company organized and existing under the laws of California ("Assignee").

RECITALS

WHEREAS, Assignor owns the registered trademarks and trademark registration applications set forth on Exhibit A hereto (the "Assigned Trademarks").

WHEREAS, Dole Food Company, Inc. ("DFC") and ITOCHU Corporation ("ITOCHU") have entered into an Acquisition Agreement dated as of September 17, 2012 (the "Acquisition Agreement") pursuant to which DFC agreed to sell to ITOCHU, and ITOCHU agreed to purchase, DFC's Asia Fresh and Worldwide Packaged Foods businesses (the "Sale Transaction");

WHEREAS, as part of the Sale Transaction, DFC agreed to cause Assignor to assign to Assignee the Assigned Trademarks; and

WHEREAS, Assignor desires to assign the Assigned Trademarks to Assignee all on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, sells, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith and symbolized thereby, including all rights of Assignor to bring an action for past infringement or dilution of the Assigned Trademarks and recover damages therefor, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby covenants with Assignee and the successors and assigns of Assignee that, from time to time after the date hereof, Assignor will, at its own cost and expense, promptly execute and deliver to Assignee all such assignments and other documentation as may reasonably be requested by Assignee in order to vest in Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws or rules that might otherwise govern under applicable principles of conflicts of laws thereof.


IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

DOLE FRESH FRUIT COMPANY

By: 

Name: Timothy J. Oswald

Title: Vice President and Assistant Secretary

By: 

Name: Jeffrey B. Conner

Title: Vice President and Assistant Secretary

State of California
County of Los Angeles

On November 5, 2012 before me, Marcy Reed, Notary Public, personally appeared Timothy J. Oswald and Jeffrey B. Conner, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

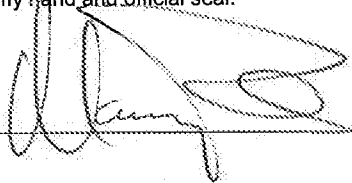
Signature  (Seal)



EXHIBIT A

Country Name	Trademark Name	Status	Registration Number	Registration Date
United States of America	TROPICAL GOLD	Registered	3174743	21-Nov-06