

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
Eurofresh, Inc.		04/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Zona Acquisition Company, LLC
Street Address:	303 Pearl Parkway, Suite 303
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78215
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1679579	EUROFRESH
Registration Number:	2969367	EUROFRESH FARMS
Registration Number:	2969368	EURO FRESH FARMS
Registration Number:	3027205	SWEET STAR
Serial Number:	85131608	BELLA BITES
Registration Number:	4172258	ENVIROLOCK
Registration Number:	4165275	EURO FRESH FARMS ENVIROLOCK S Y S T E M.
Registration Number:	4168637	EURO FRESH FARMS ENVIROLOCK. S Y S T E M
Registration Number:	4199222	PRODUSEAL
Serial Number:	85568470	ARTISUN FARMS BY EUROFRESH
Serial Number:	85568511	ARTISUN FARMS BY EUROFRESH
Serial Number:	85613558	ENVIROLOCK
Serial Number:	85621134	REDI BITES

CORRESPONDENCE DATA

OP \$340.00 1679579

Fax Number: 2148558200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2148558000

Email: candersen@fulbright.com

Correspondent Name: Linda M. Merritt

Address Line 1: 2200 Ross Avenue, Suite 2800

Address Line 2: Fulbright & Jaworski L.L.P.

Address Line 4: Dallas, TEXAS 75201-2784

ATTORNEY DOCKET NUMBER:	09905227
NAME OF SUBMITTER:	Chris Andersen
Signature:	/Chris Andersen/
Date:	04/19/2013

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Eurofresh, Inc., a Delaware corporation, having an address at 26050 South Eurofresh Avenue, Willcox, Arizona 85643, hereinafter "ASSIGNOR", has adopted, used, licensed use, is using, and is the owner of all right, title, and interest in and to the trademarks and/or service marks shown on Schedule A attached hereto ("The Marks"), which include U.S. and foreign trademark applications, registrations, and trademarks, service marks, or trade names used at common law; and




WHEREAS, Zona Acquisition Company LLC, a Delaware limited liability company, having an address at 303 Pearl Parkway, Suite 303, San Antonio, Texas 78215, hereinafter "ASSIGNEE", is desirous of acquiring the entire right, title, and interest in, to, and under The Marks, and the goodwill associated therewith.



NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys unto ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title, and interest in and to: (a) The Marks; (b) any and all registrations of The Marks, whether state, federal, or foreign; (c) any and all applications to register The Marks, whether state, federal, or foreign; (d) all common law rights in, to, and under The Marks; (e) all other rights in, to, and under The Marks, together with the goodwill of the business symbolized by The Marks; (f) any and all rights to royalties, profits, compensations, license fees, or other payments or remuneration of any kind relating to The Marks and/or the goodwill under The Marks; and (g) all claims or causes of action ASSIGNOR has or may have in connection with The Marks, including, but not limited to, the right to sue and recover damages for any and all past infringements of any of The Marks.


AND, FURTHER, ASSIGNOR hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.



SCHEDULE A

Federal Trademark Registrations / Applications

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Reg. No. / Status</u>	<u>Goods and Services</u>	<u>Date of First Use</u>
US	EUROFRESH	74/156,680	1,679,579	Produce; namely, tomatoes	Jan. 31, 1991
US	EUROFRESH FARMS	76/562,756	2,969,367	Fresh produce, namely, fresh tomatoes	Oct. 1, 2003
US		76/562,757	2,969,368	Fresh produce, namely, fresh tomatoes	Oct. 1, 2003
US	SWEET STAR	78/423,994	3,027,205	Produce, namely, fresh tomatoes	Feb., 1993
US	BELLA BITES	85/131,608	Pending	Fresh produce, namely, fresh fruits	July 11, 2008
US	ENVIROLOCK	85/129,387	4,172,258	Growing fresh produce, namely, planting, growing, and cultivating fresh fruits and vegetables in a contaminant controlled environment for others	Oct. 31, 2010
US		85/155,990	4,165,275	Fresh produce; namely fresh fruits and vegetables grown in a contaminant controlled environment	April 23, 2012
US		85/156,286	4,168,637	Agricultural services, namely, planting, growing, and cultivating fresh fruits and vegetables in a contaminant controlled environment for others	Oct. 31, 2010
US	PRODUSEAL	85/186,100	4,199,222	Fresh produce, namely, fresh fruits and vegetables	March 15, 2012
US	ARTISUN FARMS BY EUROFRESH	85/568,470	Pending	Fresh produce, namely, fresh fruits and vegetables	Proposed Use

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Req. No. / Status</u>	<u>Goods and Services</u>	<u>Date of First Use</u>
US		85/568,511	Pending	Fresh produce, namely, fresh fruits and vegetables	Proposed Use
US	ENVIROLOCK	85/613,558	Pending	Fresh produce, namely, fresh fruits and vegetables grown in a contaminant controlled environment	Proposed Use
US	REDI BITES	85/621,134	Pending	Fresh produce, namely fresh tomatoes	Proposed Use
MX	REDI BITES	1321032	Pending	Fresh Produce, namely fresh tomatoes	Proposed Use
MX	EUROFRESH FARMS	656383	844102	Produce, namely tomatoes	Unk
MX		656384	860138	Produce, namely tomatoes	Unk
MX	ENVIROLOCK	1120231	1226826	Fresh produce, namely, fresh fruits and vegetables grown in a contaminant controlled environment, and in general, agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals; malt	Proposed Use
MX	ENVIROLOCK	1120232	1207067	Growing fresh produce; namely, providing a system to support the growth of contaminant-free, fresh produce, namely, the cultivation of fresh produce in a contaminant controlled environment, and in general, medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services	Proposed Use

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Reg. No. / Status</u>	<u>Goods and Services</u>	<u>Date of First Use</u>
MX	ARTISUN FARMS BY EUROFRESH	1300315	Pending	Fresh produce, namely, fresh fruits and vegetables	Proposed Use
MX		1300093	Pending	Fresh produce, namely, fresh fruits and vegetables	Proposed Use
MX	GARDEN FRESH FLAVOR & DESIGN	684687	Pending	Fresh Produce, namely, fresh fruits and vegetables	Proposed Use
EU	ENVIROLOCK	9401035	9401035	Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes (IC-11); Agricultural and horticultural products including fresh produce and products not included in other classes; fresh fruits and vegetables; seeds, natural plants and flowers (IC-31; and Agriculture and horticulture services; growing fresh produce, including fresh fruits and vegetables for third parties including the aforesaid services provided in a hygienic, contaminant controlled/contaminant free environment (IC-44)	Proposed Use
CA	REDI BITES	1,599,944	Pending—Allowed	Fresh Produce, namely, fresh fruits and vegetables	Proposed Use
CA	EUROFRESH FARMS	1,218,364	TMA642120	Produce, namely, tomatoes	Nov, 2003

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Reg. No. / Status</u>	<u>Goods and Services</u>	<u>Date of First Use</u>
CA		1,218,365	TMA662766	Produce, namely, tomatoes	Nov, 2003
CA	ENVIROLOCK	1,496,140	Pending -- Allowed	Wares: Fresh produce, namely fresh fruits and vegetables grown in a contaminant controlled environment. Services: Growing fresh produce, namely, providing a system to support the growth of contaminant-free, fresh produce, namely, the cultivation of fresh fruits and vegetables in a contaminant controlled environment	Proposed Use
CA	PRODUSEAL	1,529,522	Pending -- Allowed	Fresh produce, namely, fresh fruits and vegetables	Proposed Use
CA	ARTISUN FARMS BY EUROFRESH	1,590,060	Pending	Fresh produce, namely, fresh fruits and vegetables	Proposed Use
CA		1,590,059	Pending	Fresh produce, namely, fresh fruits and vegetables	Proposed Use

Eurofresh Owned Trademarks – Common Law

CHEF ENDORSED • CERTIFIED SAFE
THE CHEFS HAVE SPOKEN
WHAT MAKES TOMATOES GREAT? EVERYTHING
GARDEN FRESH FARMS
GROWING TOMATOES WITH AWARD-WINNING TASTE
BETTER THAN ORGANIC
FOOD SAFETY -- "BETTER THAN ORGANIC"
LIFE CYCLE APPROACH
USE LESS, USE WISELY, LEAVE LESS BEHIND
AMERICA'S BEST TASTING TOMATO
EUROFRESH GUARANTEES GARDEN FRESH FLAVOR IN EVERY TOMATO
CHEF'S FAVORITE!
THE FOODIES' FAVORITE!

Trademarks - Common Law Designs

