

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy Court Order Releasing All Prior Liens		
CONVEYING PARTY DATA			
	Formerly	Execution Date	Entity Type
Bankruptcy Judge of the United States Bankruptcy Court for the Central District of California		01/14/2005	United States Bankruptcy Court: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sun World International, Inc.		
Street Address:	P.O. Box 80298		
City:	Bakersfield		
State/Country:	CALIFORNIA		
Postal Code:	93380		
Entity Type:	CORPORATION: DELAWARE		
Name:	Sun Desert, Inc.		
Street Address:	P.O. Box 80298		
City:	Bakersfield		
State/Country:	CALIFORNIA		
Postal Code:	93380		
Entity Type:	CORPORATION: DELAWARE		
Name:	Coachella Growers		
Street Address:	52-200 Industrial Way		
City:	Coachella		
State/Country:	CALIFORNIA		
Postal Code:	92236		
Entity Type:	Agricultural Cooperative: CALIFORNIA		
Name:	Sun World/Rayo		
Street Address:	P.O. Box 80298		
City:	Bakerfield		
State/Country:	CALIFORNIA		

CH \$340.00 1829926

Postal Code:	93380
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1829926	
Registration Number:	1829951	
Registration Number:	1760153	AMBER CREST
Registration Number:	2142639	BLACK DIAMOND
Registration Number:	1803879	HONEYCOT
Registration Number:	1542787	PANORAMA
Registration Number:	1138514	RANCHO BUENA VISTA
Registration Number:	1492508	STAR SWEET
Registration Number:	1061802	SUN WORLD
Registration Number:	1133787	SUN WORLD
Registration Number:	1850396	SUN WORLD
Registration Number:	1853223	SUN WORLD
Registration Number:	1522818	SUN WORLD SEEDLESS

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212-735-3000
 Email: andrew.patrick@skadden.com
 Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
 Address Line 1: Four Times Square
 Address Line 2: Attn: Rebecca Rodal, Esq.
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	077370/30
NAME OF SUBMITTER:	Rebecca Rodal
Signature:	/rebecca rodal/
Date:	07/25/2013

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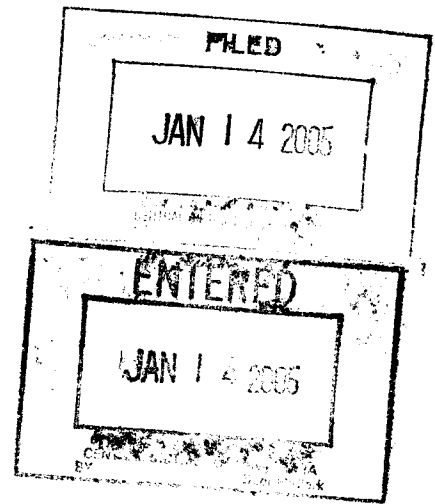
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COPY

1 KENNETH N. KLEE (State Bar No. 63372)
LEE R. BOGDANOFF (State Bar No. 119542)
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KLEE, TUCHIN, BOGDANOFF & STERN LLP
3 2121 Avenue of the Stars, 33rd Floor
Los Angeles, California 90067-5061
4 Telephone: (310) 407-4000
Facsimile: (310) 407-9090

5 Reorganization Counsel for Debtors and
6 Debtors in Possession

7 Debtor's Mailing Address
P.O. Box 80298
8 Bakersfield, CA 93380
-and-
9 52-200 Industrial Way
Coachella, CA 92236



10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **RIVERSIDE DIVISION**

13 In re:

14 **SUN WORLD INTERNATIONAL, INC.**, a
Delaware corporation, Taxpayer I.D. No. 95-
3554353, a/k/a Superior Farms, Superior Seed-
15 less Grape Company; Sun World/North, Treas-
ure Farms, Sun Valley Citrus, Desert Valley
16 Citrus; f/k/a Sun World, Inc., Superior Farming
Company (f/k/a Rancho Primaro, Inc., Three
17 County Farms and Western Fruit Acquisition),
Agri-Land Realty, Inc., Big Valley Leasing,
18 Inc., Dinuba Packing Corporation, Pacific Farm
Service, Inc., SFC Marketing Corporation, Sun
19 World Avocado, Sun World Export, Inc., S.W.
Harvest, Inc. (f/k/a Sun Harvest, Inc.), Sun
20 World Management Corporation, AAI Services,
Inc., and Sun World Brands; **SUN DESERT,**
21 **INC.**, a Delaware corporation, Taxpayer I.D.
No. 95-3588618; **COACHELLA GROWERS,**
22 a California Agricultural Cooperative, Taxpayer
I.D. No. 95-2223064, a/k/a Coachella Growers,
23 Inc.; and **SUN WORLD/RAYO**, a California
corporation, Taxpayer I.D. No. 95-3446110,

24 Debtors and Debtors in Possession.

Case No. RS 03-11370 DN; RS 03-11369 DN;
RS 03-11371 DN; RS 03-11374 DN
[Jointly Administered Under Case No. RS 03-
11370 DN; Applies to Case No. RS 03-11370]

Chapter 11

**ORDER (1) APPROVING ASSET PURCHASE
AGREEMENT BETWEEN DEBTORS AND
PURCHASER, (2) APPROVING SALE OF
SUBSTANTIALLY ALL ASSETS AND AS-
SUMPTION OF CERTAIN LIABILITIES
FREE AND CLEAR, (3) APPROVING AS-
SUMPTION, ASSIGNMENT AND SALE OF
CONTRACTS AND LEASES, (4) AUTHO-
RIZING PAYMENT OF SECURED CLAIM OF
ZENITH INSURANCE COMPANY AND
OTHER SECURED CLAIMS, AND (5) AP-
PROVING RESOLUTION OF ASSERTED
CREDIT BID RIGHTS AND PAYMENT OF
LIKE-AMOUNT DISTRIBUTIONS UNDER
11-1/4% FIRST MORTGAGE NOTES**

Hearing

DATE: January 14, 2005
TIME: 9:00 a.m.
PLACE: Courtroom 304
3420 Twelfth Street
Riverside, CA 92501

KLEE, TUCHIN, BOGDANOFF & STERN LLP
2121 AVENUE OF THE STARS, 33RD FLOOR
LOS ANGELES, CALIFORNIA 90067-5061
(310) 407-4000

1 On January 14, 2005, at 9:00 a.m., a hearing was held before the undersigned United States
2 Bankruptcy Judge on the motion ("Sale Motion") of Sun World International Inc., a Delaware corpo-
3 ration, Sun Desert, Inc., a Delaware corporation, Coachella Growers, a California Agricultural Co-
4 operative, and Sun World/Rayo, a California corporation (collectively, "Sellers"), as debtors and
5 debtors in possession, for an order ("Order"):

6 (a) Authorizing the sale, assumption, and assignment to the "Winning Bidder," as
7 defined in the "Sale Procedure Order," in turn as defined below (the "Purchaser") of the as-
8 sets, including certain executory contracts, leases and permits ("Acquired Assets") pursuant
9 to and all as more particularly set forth in the Asset Purchase Agreement thereto by and be-
10 tween the Sellers and the Purchaser (the "Purchase Agreement");

11 (b) Authorizing the Sellers to sell the Acquired Assets to the Purchaser free and
12 clear of any and all claims, liens, covenants, assessments, or encumbrances (in the case of
13 covenants, assessments or encumbrances, to the fullest extent permitted by the Bankruptcy
14 Code) (the preceding authorization referred to as "Free and Clear"), other than certain "As-
15 sumed Liabilities" and "Permitted Exceptions" as set forth in the Purchase Agreement and,
16 except as otherwise specified in this Order or the Purchase Agreement, with such claims,
17 liens, covenants, assessments or encumbrances to attach to the consideration to be received
18 by the Sellers in the same priority and subject to the same defenses and avoidability, if any,
19 as before the closing of the transactions contemplated by the Purchase Agreement ("Clos-
20 ing");

21 (c) (i) Authorizing Sun World to assume, assign, and sell certain executory con-
22 tracts and unexpired leases designated by the Purchaser ("Assigned Contracts and Leases")
23 Free and Clear; (ii) finding that, subject to the prompt payment of all cure payments as set
24 forth in the Purchase Agreement, the Purchaser is deemed to have satisfied all requirements
25 under Bankruptcy Code sections 365(b)(2) and 365(f)(2) for the assumption and assignment
26 of the Assigned Contracts and Leases, including the provision of adequate assurance of fu-
27 ture performance; (iii) finding that any monetary defaults set forth in the Purchase Agree-
28 ment with respect to the Assigned Contracts and Leases are the only defaults existing under

1 those contracts or leases; and (iv) barring any party from asserting as against Sellers, the Pur-
2 chaser, and their respective successors and assignees any default or unpaid obligation alleg-
3 edly arising or occurring before the date of assumption, assignment, and sale of the Assigned
4 Contracts and Leases other than those set forth in the Purchase Agreement;

5 (d) (i) Finding that the Sellers have the legal right and capacity to convey all of
6 the right, title, and interest of the Sellers in and to the Acquired Assets; and (ii) authorizing
7 the Sellers to execute, upon request by Purchaser, one or more assignments in form, sub-
8 stance, and number reasonably acceptable to the Purchaser and the Sellers evidencing the
9 conveyance of the Acquired Assets to the Purchaser;

10 (e) Finding that the transactions contemplated by the Purchase Agreement and
11 this Order are exempt from the imposition of any stamp, transfer, or related taxes, in accor-
12 dance with Bankruptcy Code section 1146(c);

13 (f) Authorizing the Sellers to satisfy the remaining balance due to Zenith Insur-
14 ance Company under a promissory note ("Zenith Note") secured by a first-priority deed of
15 trust on certain property, contemporaneously with the Closing or as promptly as possible
16 thereafter;

17 (g) If BDCM Opportunity Fund, L.P., a Delaware limited partnership, is the Win-
18 ning Bidder (i) to credit \$40,048,597 of the purchase price under the Purchase Agreement
19 against its holding of the *11-1/4% First Mortgage Notes*, with the rest of such entity's bid in
20 cash to the estates, and (ii) authorizing the Seller to distribute in cash to the remaining hold-
21 ers of the *11 1/4% First Mortgage Notes* ("Noteholders") the same proportion as such entity
22 would receive as credit on account of its holding of the *11-1/4% First Mortgage Notes*; and

23 (h) (i) Finding that notice of the Sale Motion was appropriate under the circum-
24 stances and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other appli-
25 cable laws and rules of procedure; (ii) finding that the Purchaser is deemed to have purchased
26 the Acquired Assets in good faith and is entitled to the protections afforded by Bankruptcy
27 Code section 363(m); (iii) determining that the Court shall retain jurisdiction with respect to
28 any matter relating to this Order or the transactions contemplated by the Purchase Agree-

1 ment; and (iv) granting to the Sellers such other relief as is consistent with the Sale Motion
2 and as is necessary or appropriate.

3 The Sellers previously presented to the Court the “Stipulation Resolving Limited Objection
4 of CHEP USA to Approval of Asset Purchase Agreement and Cure Amounts Set forth in Schedule
5 2.1(D); Order Thereon” (“CHEP Stipulation”), which the Court approved.

6 The hearing on the Sale Motion having been held, at which the facts regarding the sale were
7 established pursuant to the evidence accompanying the Sale Motion, the exhibits thereto, the plead-
8 ings filed in response thereto, including the “Limited Objection of the Indenture Trustee for the 11-
9 1/4% First Mortgage Notes” (“Indenture Trustee”), the other evidence submitted, and the Sellers’
10 reply, and the representations made by attorneys representing the Sellers and other parties in interest,
11 and after due deliberation and sufficient cause appearing, and the Court having separately made its
12 Findings of Fact and Conclusions of Law (the defined terms of which are hereby incorporated by
13 this reference),

14 **ACCORDINGLY, THE COURT HEREBY ORDERS THAT:**

15 **General Provisions**

- 16 1. The Sale Motion is granted and approved in its entirety.
17 2. Any objection not previously withdrawn is overruled.

18 **Approval of the Purchase Agreement**

- 19 3. The Purchase Agreement and all of the terms and conditions contained therein are
20 approved in their entirety and are binding upon the parties thereto.
21 4. The approval by the Sellers of the sale of the Acquired Assets and the terms and con-
22 ditions contemplated by the Purchase Agreement, including, without limitation, the Closing, are ap-
23 proved.
24 5. The Sellers are authorized and empowered to execute, deliver, fully perform
25 under, consummate and implement the Purchase Agreement, together with all additional in-
26 struments and documents that may be reasonably necessary or desirable to implement the
27 Purchase Agreement and the transactions contemplated thereby, and to take all further ac-
28 tions or steps as may reasonably be necessary, appropriate or requested by the Purchaser and

1 consistent with the Purchase Agreement for the purposes of assigning, transferring, granting,
2 conveying, encumbering or conferring to the Purchaser, or reducing to the Purchaser's pos-
3 session, any or all of the Acquired Assets, all without further order of the Court.

4 6. Subject to the closing of the transactions contemplated by the Purchase
5 Agreement and any amendments to the schedules thereto, the Sellers are authorized to (a)
6 assume the Assigned Contracts to which any of them is a party, and to thereupon assign the
7 Assigned Contracts to the Purchaser Free and Clear in accordance with the terms of the Pur-
8 chase Agreement, pursuant to sections 365(a), 365(f) and 363(m) of the Bankruptcy Code,
9 and (b) execute and deliver to the Purchaser such documents or other instruments as may be
10 necessary or reasonably required by Purchaser to assign the Assigned Contracts to Purchaser.

11 7. The transfer of the Acquired Assets to the Purchaser pursuant to the Purchase
12 Agreement constitutes a legal, valid, enforceable and effective transfer of the Acquired As-
13 sets, and vests or will vest the Purchaser with all good and marketable right, title, and interest
14 in and to the Acquired Assets Free and Clear under section 363(f) of the Bankruptcy Code.

15 **Transfer of the Acquired Assets to the Purchaser**

16 8. Except as provided in the Purchase Agreement, upon the Closing, the Acquired As-
17 sets shall be sold, transferred, or otherwise conveyed to the Purchaser, and will vest the Purchaser
18 with good title to the Acquired Assets, Free and Clear, with any and all claims, liens covenants, as-
19 sessments or encumbrances subject to such sale Free and Clear to attach to the proceeds of the sale
20 of the Acquired Assets in the order of their priority, and with the same validity, priority, force and
21 effect which they now have as against the Acquired Assets, subject to the rights, claims, defenses
22 and objections, if any, of the Sellers and all parties in interest with respect thereto, except as pro-
23 vided in this Order or the Purchase Agreement.

24 9. Except as expressly provided in the Purchase Agreement, all persons or entities hold-
25 ing claims, liens, covenants, assessments, or encumbrances (in the case of covenants, assessments or
26 encumbrances, to the fullest extent permitted by the Bankruptcy Code) in or against the Acquired
27 Assets, shall be, and are, forever barred, estopped, restrained and permanently enjoined from assert-
28 ing such claims, liens, covenants, assessments or encumbrances (in the case of covenants, assess-

1 ments or encumbrances, to the fullest extent permitted by the Bankruptcy Code) against the Pur-
2 chaser, their successor and assigns, the Sellers, or the Acquired Assets; provided that such persons or
3 entities may assert such interests with respect to the proceeds of the sale of the Acquired Assets and
4 with respect to any Excluded Assets.

5 **Assumption and Assignment of Assigned Contracts and Leases**

6 10. Subject to and conditioned on the Closing, the Sellers are authorized to assume and
7 assign the Assigned Contracts and Leases to the Purchaser. Subject to the prompt payment of all
8 cure payments as set forth in the Purchase Agreement (except as otherwise provided in the CHEP
9 Stipulation), the Purchaser is deemed to have satisfied all requirements under Bankruptcy Code sec-
10 tions 365(b)(2) and 365(f)(2) for the assumption and assignment of the Assigned Contracts and
11 Leases, including the provision of adequate assurance and future performance.

12 11. Except as set forth in the CHEP Stipulation, the cure payments set forth in the Asset
13 Purchase Agreement are the monetary defaults in respect to the Assigned Contracts and Leases and
14 are the only defaults existing under such contracts or leases.

15 12. Any and all parties are barred from asserting as against the Sellers, the Purchaser, and
16 their respective successors and assigns any default or unpaid obligation allegedly arising or occur-
17 ring before the date of assumption, assignment and sale of the Assigned Contracts and Leases other
18 than those set forth in the Purchase Agreement and in the CHEP Stipulation.

19 13. Notwithstanding anything to the contrary contained in this Order, at any time before
20 the Closing, the Purchaser may determine to exclude any contract or lease that would otherwise con-
21 stitute an Assigned Contract or Lease by providing written notice to the Sellers (which in turn shall
22 furnish written notice to the party to such excluded contract or lease), upon which such excluded
23 contract or lease shall not constitute an Acquired Asset but instead shall be deemed rejected as of the
24 Closing.

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1 **Payments on Account of Specified Secured Claims From Sale Proceed; Indenture Trustee Fees**

2 14. The Sellers are authorized to satisfy the remaining balance due under the Zenith Note
3 contemporaneously with the Closing or as promptly as possible thereafter.

4 15. On the Closing, provided that the Purchaser exchanges its beneficial interest in the
5 “global note” held by The Depository Trust Company (“DTC”) for a certificated note in accordance
6 with the Indenture respecting the *11-1/4% First Mortgage Notes*, the Purchaser shall credit
7 \$40,048,597 of the Purchase Price under the Purchase Agreement against its holding of the *11-1/4%*
8 *First Mortgage Notes*, and the Sellers shall distribute cash to the Indenture Trustee for purposes of
9 making a distribution to the remaining Noteholders in the same proportion as Purchaser is receiving
10 as credit on account of its holding of the *11-1/4% First Mortgage Notes*.

11 16. The Indenture Trustee’s request to recover fees and expenses through the Closing in
12 accordance with the Indenture shall be satisfied as follows: (i) the Indenture Trustee shall serve rea-
13 sonably detailed invoices for its fees and expenses to Noteholders, the Official Creditors’ Committee
14 and the Sellers; (ii) parties shall have twenty (20) calendar days from service thereof to file and serve
15 a written objection to any fees and expenses requested by the Indenture Trustee as unreasonable; (iii)
16 if a party timely objects to such request, such party shall schedule a hearing on that objection before
17 the Court, and the Court will determine the objection; (iv) to the extent the Court determines that any
18 requested fees or expenses are not reasonable and should not be paid, this determination shall be
19 binding on the Trustee and all parties, and any such fees and expenses determined by the Court to be
20 unreasonable may not be recovered from any person or property, including, without limitation, any
21 property to be distributed to Noteholders and/or any rights of the Indenture Trustee under its “charg-
22 ing lien;” (v) if no party timely objects, or if there is a timely objection and Court determines the rea-
23 sonable amount of such fees and expenses, such amount shall be promptly paid by the estates after
24 the Closing from the proceeds of sale, but such amount paid shall be credited against the first next
25 distribution to be received by all Noteholders from the estates under a plan of reorganization, in a
26 chapter 7 liquidation or otherwise; (vi) pending (a) the passage of the twenty-day notice period set
27 forth above, or, if an objection is timely filed, the Court’s resolution of any fee dispute and (b) the
28 payment by the estates of such approved amount, the Indenture Trustee may withhold from any

KLEE, TUCHIN, BOGDANOFF & STERN LLP
2121 AVENUE OF THE STARS, 33RD FLOOR
LOS ANGELES, CALIFORNIA 90067-5061
(310) 407-4000

1 Noteholder distribution the amount requested by the Indenture Trustee in fees and expenses, pro-
2 vided that, subject to any party's appellate rights, the Court's determination of reasonableness shall
3 be binding as set forth above; and (v0) in the event the Closing does not occur, the Indenture Trustee
4 reserves its rights concerning the recovery of its fees and expenses .

5 **Miscellaneous Provisions**

6 17. This Order is and shall be effective as a determination that, upon the Closing, except
7 as expressly provided in the Purchase Agreement, all recorded liens and interests existing as to the
8 Acquired Assets prior to the Closing shall have been released, discharged, and terminated in each
9 case as to the Acquired Assets. All holders of recorded liens and interests on the Acquired Assets
10 are hereby directed to prepare, and promptly file on or after the Closing, releases of such lien and
11 interests reasonably satisfactory to the Purchaser.

12 18. This Order is and shall be binding upon and shall govern acts of all entities including,
13 without limitation, all filing agents, filing officers, title agents, title companies, recorders of mort-
14 gages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, sec-
15 retaries of state, federal, state, and local officials, and all other persons and entities, who may be re-
16 quired by operation of law, the duties of their office, or contract, to accept, file, register or otherwise
17 record or release any documents or instruments that reflect that the Purchaser is the assignee of the
18 Acquired Assets Free and Clear (all such entities being referred to as "Recording Officers"). All Re-
19 cording Officers are authorized and specifically directed to strike recorded claims, liens and interests
20 against the Acquired Assets recorded prior to the date of this Order that the purchaser is acquiring
21 Free and Clear.

22 19. In the absence of a stay of the effectiveness of this Order, in the event that the Pur-
23 chaser and the Sellers consummate the transactions contemplated by the Purchase Agreement, then
24 with respect to the transactions approved and authorized herein, the Purchaser, as a purchaser in
25 good faith within the meaning of Bankruptcy Code section 363(m), shall be entitled to the protec-
26 tions of Bankruptcy Code section 363(m) in the event this Order or any authorization contained
27 herein is reversed or modified on appeal.

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1 20. Pursuant to Bankruptcy Code section 1146(c), the issuance, transfer, or exchange of a
2 security, or the making or delivery of any instrument of transfer, may not be taxed under any law
3 imposing a stamp tax or similar tax.

4 21. No bulk sales law or any similar law of any state or other jurisdiction shall ap-
5 ply in any way to the transactions authorized herein.

6 22. The Purchase Agreement and any related agreements, documents or other in-
7 struments may be modified, amended or supplemented by the respective parties thereto in
8 accordance with the terms thereof without further order of the Court.”

9 23. Nothing contained in any plan of reorganization (or liquidation) confirmed in
10 these cases or any order confirming any plan of reorganization (or liquidation) or any other
11 order entered in these cases shall conflict with or derogate from the provisions of the Pur-
12 chase Agreement or the terms of this Order. Further, the provisions of this Order and any
13 actions taken pursuant hereto shall survive the entry of any order that may be entered con-
14 verting these cases from chapter 11 to cases under chapter 7 of the Bankruptcy Code.

15 24. The failure to include specifically any particular provision of the Purchase
16 Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it
17 being the intent of the Court that the Purchase Agreement be authorized and approved in its
18 entirety. Likewise, the provisions of this Order are nonseverable and mutually dependent.

19 25. The provision of this Order authorizing the sale and assignment of the Ac-
20 quired Assets Free and Clear (other than the Assumed Liabilities) shall be self-executing,
21 and notwithstanding the failure of the Sellers, the Purchaser, or any other party to execute,
22 file or obtain releases, termination statements, assignments, consents or other instruments to
23 effectuate, consummate and/or implement the provisions hereof, all liens, claims covenants,
24 assessments or encumbrances (other than the Assumed Liabilities) on or against such Ac-
25 quired Assets, if any, shall be deemed released, discharged and terminated.

26 26. To the extent any provision of this Order constitutes or includes findings of
27 fact or conclusions of law, they shall be so deemed.

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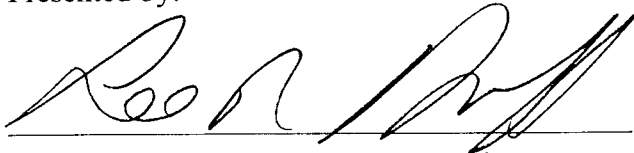
1 27. Until the Cases are closed or dismissed, this Court shall retain exclusive jurisdiction
2 over disputes pertaining to this Order or the Purchase Agreement.

3 JAN 14 2006

4 DAVID N. HAUGLE

5 _____
6 UNITED STATES BANKRUPTCY JUDGE

7 Presented by:

8 
9

10 LEE R. BOGDANOFF, a Member of
11 KLEE, TUCHIN, BOGDANOFF & STERN LLP
12 Reorganization Counsel for Debtors and
13 Debtors in Possession
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KLEE, TUCHIN, BOGDANOFF & STERN LLP
2121 AVENUE OF THE STARS, 33RD FLOOR
LOS ANGELES, CALIFORNIA 90067-5061
(310) 407-4000

In re: SUN WORLD INTERNATIONAL, INC., et al., Debtors.	CASE NUMBER: RS 03-11370 DN CHAPTER 11
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**NOTICE OF ENTRY OF JUDGMENT
OR ORDER AND CERTIFICATE OF MAILING**

TO:

Counsel to Debtors

Klee, Tuchin, Bogdanoff & Stern LLP, Attn: Lee R. Bogdanoff, Esq.
2121 Avenue of the Stars, 33rd Floor, Los Angeles, CA 90067

Office of the United States Trustee, Attn: Timothy J. Farris, Esq.
3685 Main Street, Suite 300, Riverside, CA 92501

Sun World International, et al., Attn: Timothy J. Shaheen and Stanley E. Speer
5850 Canoga Ave., Ste. 400, Woodland Hills, CA 91367

Counsel to the Unsecured Creditors Committee

Milbank, Tweed, Hadley & McCloy, Attn: Thomas Kreller, Esq.
601 S. Figueroa St., 30th Fl., Los Angeles, CA 90017

Counsel to Bank NY, Indenture Trustee

Nixon Peabody LLP, Attn James S. Monroe, Esq.
Two Embarcadero Center, 27th Fl., San Francisco, CA 94111-3996

Counsel to Black Diamond Capital Management, LLC

Skadden, Arps, Slate, Meagher & Flom, Attn: Timothy Pohl, Esq.
333 W. Wacker Dr., Ste. 2100, Chicago, IL 60606

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled (specify): **ORDER (1) APPROVING ASSET PURCHASE AGREEMENT BETWEEN DEBTORS AND PURCHASER, (2) APPROVING SALE OF SUBSTANTIALLY ALL ASSETS AND ASSUMPTION OF CERTAIN LIABILITIES FREE AND CLEAR, (3) APPROVING ASSUMPTION, ASSIGNMENT AND SALE OF CONTRACTS AND LEASES, (4) AUTHORIZING PAYMENT OF SECURED CLAIM OF ZENITH INSURANCE COMPANY AND OTHER SECURED CLAIMS, AND (5) APPROVING RESOLUTION OF ASSERTED CREDIT BID RIGHTS AND PAYMENT OF LIKE-AMOUNT DISTRIBUTIONS UNDER 11-1/4% FIRST MORTGAGE NOTES** was entered on (specify date): JAN 14 2005

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (specify date):

Dated: JAN 14 2005

JON D. CERETTO
Clerk of the Bankruptcy Court

Joyce Buchheit

By: _____
Deputy Clerk

Rev. 6/95 This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Trademark	Jurisdiction	Reg. Number	Reg. Date	Owner	Status
	United States	1829926	4/5/1994	Sun World International, LLC	Registered
	United States	1829951	4/5/1994	Sun World International, LLC	Registered
AMBER CREST	United States	1760153	3/23/1993	Sun World International, LLC	Registered
BLACK DIAMOND	United States	2142639	3/10/1998	Sun World International, LLC	Registered
HONEYCOT	United States	1803879	11/9/1993	Sun World International, LLC	Registered
PANORAMA	United States	1542787	6/6/1989	Sun World International, LLC	Registered
RANCHO BUENA VISTA	United States	1138514	8/5/1980	Sun World International, LLC	Registered
STAR SWEET	United States	1492508	6/14/1998	Sun World International, LLC	Registered
SUN WORLD	United States	1061802	3/22/1977	Sun World International, LLC	Registered
SUN WORLD	United States	1133787	4/22/1980	Sun World International, LLC	Registered
SUN WORLD and Design	United States	1850396	8/16/1994	Sun World International, LLC	Registered
SUN WORLD and Design	United States	1853223	9/6/1994	Sun World International, LLC	Registered
SUN WORLD SEEDLESS	United States	1522818	1/31/1989	Sun World International, LLC	Registered