

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Diamond Commercial Finance, LLC		07/30/2013	LIMITED LIABILITY COMPANY: VIRGIN ISLANDS
RECEIVING PARTY DATA			
Name:	Sun World International, LLC		
Street Address:	16359 Driver Road		
City:	Bakersfield		
State/Country:	CALIFORNIA		
Postal Code:	93308		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2931902	RED GIANT	
Registration Number:	2858064	COACHELLA SEEDLESS	
Registration Number:	2795567	SABLE SEEDLESS	
Registration Number:	2782676	SOPHIA SEEDLESS	
Registration Number:	3230069	RED DIAMOND	
Registration Number:	2379492	BLACK GIANT	
Registration Number:	2230903	SUPER STAR	
Registration Number:	2251461	MIDNIGHT BEAUTY	
Registration Number:	2259988	WHERE PRODUCE BEGINS	
Registration Number:	2167719	SUPERIOR SEEDLESS	
Registration Number:	2142639	BLACK DIAMOND	
Registration Number:	1853223	SUN WORLD	
Registration Number:	1850396	SUN WORLD	
Registration Number:	1829951		

TRADEMARK

Registration Number:	1829926	
Registration Number:	1760153	AMBER CREST
Registration Number:	1803879	HONEYCOT
Registration Number:	1061802	SUN WORLD
Registration Number:	1531116	SUN WORLD
Registration Number:	1520340	
Registration Number:	1520339	
Registration Number:	1562458	PACIFIC STAR
Registration Number:	1531127	BECAUSE SEEDS ARE THE PITS
Registration Number:	1515681	LE VERT ROYALE
Registration Number:	1513803	LE JAUNE ROYALE
Registration Number:	1542787	PANORAMA
Registration Number:	3259333	SCARLOTTA SEEDLESS
Registration Number:	1492508	STAR SWEET
Registration Number:	1523046	
Registration Number:	1528517	FOR YOUR GOOD HEALTH...FROM SUN WORLD
Registration Number:	1522818	SUN WORLD SEEDLESS
Registration Number:	1138514	RANCHO BUENA VISTA
Registration Number:	1133787	SUN WORLD
Registration Number:	3573933	APPLUM

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:	08/08/2013

Total Attachments: 7

TRADEMARK
REEL: 005087 FRAME: 0731

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of July 30, 2013, is made by BLACK DIAMOND COMMERCIAL FINANCE, LLC, a U.S. Virgin Islands limited liability company with offices located at One Hibiscus Alley, St. Thomas, VI 00802 (“Assignor”), in favor of SUN WORLD INTERNATIONAL, LLC, a Delaware limited liability company with offices located at 16359 Driver Road, Bakersfield, CA 93308 (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Intellectual Property Security Agreement (as defined below).

WHEREAS, Assignee and Assignor are parties to that (i) certain Term Loan and Security Agreement, dated as of February 25, 2005 (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), and (ii) certain Intellectual Property Security Agreement, dated as of February 25, 2005 (the “Intellectual Property Security Agreement”);

WHEREAS, pursuant to the Intellectual Property Security Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, Assignee granted to Assignor for the ratable benefit of the Secured Parties a security interest in and Lien upon all of the following Intellectual Property owned by Assignee, whether then owned or thereafter acquired, or in which it then had or anything thereafter acquired any right, title or interest, including the following (collectively, the “Intellectual Property Collateral”): (a) all of its Patents including those referred to on Schedule I hereto; (b) all of its Trademarks including those referred to on Schedule II hereto; (c) all of its Copyrights including those referred to on Schedule III hereto; and (d) all Proceeds of the foregoing;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on October 31, 2007 at Reel/Frame No. 3650/0885 and on October 31, 2007 at Reel/Frame No. 020035/0796; and

WHEREAS, Assignee and Assignor desire that Assignor terminates, releases and discharges fully its continuing security interest in all of Assignee’s right, title and interest in and to the Intellectual Property Collateral.

NOW, THERETOFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees in favor of Assignee as follows:

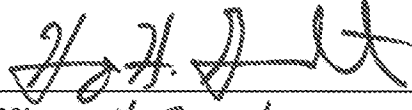
Assignor hereby terminates, releases and discharges fully, its continuing security interest in all of Assignee’s right, title and interest in and to the Intellectual Property Collateral, including Patents referred to on Schedule I hereto, the Trademarks referred to on Schedule II hereto, and the Copyrights referred to on Schedule III hereto, and reassigns and transfers any right, title and interest that Assignor may have in the Intellectual Property Collateral to Assignee.

Assignor hereby authorizes Assignee, or Assignee's authorized representative to record this Release with the United States Patent and Trademark Office and the United States Copyright Office. Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request, at Assignee's sole cost and expense, in order to confirm this Release and Assignee's right, title and interest in and to the Intellectual Property Collateral.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered as of the date first above written.

BLACK DIAMOND COMMERCIAL
FINANCE, LLC

By: 
Name: *H Gronborst*
Title: *M.D.*

[Signature Page to Intellectual Property Release]

SCHEDULE I

	PATENT NO.	ISSUE DATE
1.	PP16507	5/9/2006
2.	PP16177	1/3/2006
3.	PP16006	9/27/2005
4.	PP15999	9/27/2005
5.	PP15976	9/20/2005
6.	PP15897	7/26/2005
7.	PP15888	7/19/2005
8.	PP15468	1/4/2005
9.	PP15229	10/12/2004
10.	PP15110	8/24/2004
11.	PP15068	8/3/2004
12.	PP14938	6/22/2004
13.	PP14881	6/8/2004
14.	PP14880	6/8/2004
15.	PP14088	8/26/2003
16.	PP13448	1/7/2003
17.	PP13444	12/31/2002
18.	PP13395	12/24/2002
19.	PP13198	11/12/2002
20.	PP13177	11/5/2002
21.	PP13171	11/5/2002
22.	PP13167	11/5/2002
23.	PP13164	11/5/2002
24.	PP13142	10/29/2002
25.	PP11820	3/27/2001
26.	PP11749	1/23/2001
27.	PP11727	12/26/2000
28.	PP11631	11/14/2000
29.	PP11296	3/21/2000
30.	PP11288	3/14/2000
31.	PP11245	2/29/2000
32.	PP10434	6/9/1998
33.	PP10233	2/10/1998
34.	PP10232	2/10/1998
35.	PP10165	12/30/1997
36.	PP8298	7/13/1993
37.	PP8363	9/7/1993
38.	PP8336	8/10/1993
39.	PP8184	3/23/1993
40.	PP7574	7/2/1991
41.	PP7550	6/11/1991
42.	PP7443	2/12/1991
43.	PP13199	11/12/2002
44.	PP18114	10/9/2007
45.	PP18739	4/22/2008
46.	PP19064	8/5/2008
47.	PP18690	4/1/2008
48.	PP19023	7/15/2008
49.	PP19065	8/5/2008

50.	PP19008	7/8/2008
51.	PP19024	7/15/2008

SCHEDULE II

Trademark	Country	Reg. Date	Reg. Number
RED GIANT	United States	3/8/2005	2931902
COACHELLA SEEDLESS	United States	6/29/2004	2858064
SABLE SEEDLESS	United States	11/25/2003	2795567
SOPHIA SEEDLESS	United States	11/11/2003	2782676
RED DIAMOND	United States	4/17/2007	3230069
BLACK GIANT	United States	8/22/2000	2379492
SUPER STAR	United States	3/9/1999	2230903
MIDNIGHT BEAUTY	United States	6/8/1999	2251461
WHERE PRODUCE BEGINS	United States	7/6/1999	2259988
SUPERIOR SEEDLESS	United States	6/23/1998	2167719
BLACK DIAMOND	United States	3/10/1998	2142639
SUN WORLD	United States	9/6/1994	1853223
SUN WORLD	United States	8/16/1994	1850396
[Design Only]	United States	4/5/1994	1829951
[Design Only]	United States	4/5/1994	1829926
AMBER CREST	United States	3/23/1993	1760153
HONEYCOT	United States	11/9/1993	1803879
SUN WORLD	United States	3/22/1977	1061802
SUN WORLD	United States	3/21/1989	1531116
[Design Only]	United States	1/10/1989	1520340
[Design Only]	United States	1/10/1989	1520339
PACIFIC STAR	United States	10/24/1989	1562458
BECAUSE SEEDS ARE THE PITS	United States	3/21/1989	1531127
LE VERT ROYALE	United States	12/6/1988	1515681
LE JUANE ROYALE	United States	11/22/1988	1513803
PANORAMA	United States	6/6/1989	1542787
SCARLOTTA SEEDLESS	United States	7/3/2007	3259333
STAR SWEET	United States	6/14/1988	1492508
[Design Only]	United States	1/31/1989	1523046
FOR YOUR GOOD HEALTH...FROM SUN WORLD	United States	3/7/1989	1528517
SUN WORLD SEEDLESS	United States	1/31/1989	1522818
RANCHO BUENA VISTA	United States	8/5/1980	1138514
SUN WORLD	United States	4/22/1980	1133787
APPLUM	United States	2/10/2009	3573933

SCHEDULE III

Copyright	Reg. No.	Grant Date	Expiration Date
The graphic design "Sun World Premium California Fresh Fruit with Nextarine Design" used on cartons	VA 519051	May 18, 1992	May 18, 2087
The graphic design "Sun World and Fruit Design" used on the pinstripe cartons	Vau 237711	September 21, 1992	September 21, 2067