

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
River Point Farms, LLC		08/15/2013	LIMITED LIABILITY COMPANY: OREGON

**RECEIVING PARTY DATA**

<b>Name:</b>	AO Operations, LLC
<b>Street Address:</b>	115 W Hermiston, Suite 240
<b>City:</b>	Hermiston
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97838
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OREGON

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3266522	AMERICAN ONIONS
Registration Number:	2674533	HERMISTON SWEETS
Registration Number:	3058313	HERMISTON SWEETREDS
Registration Number:	4182756	HERMISTON SWEETREDS
Registration Number:	2795897	NEVADA PLATEAU ONIONS
Registration Number:	3266521	HERMISTON SWEETWHITES
Registration Number:	3459792	FARMSTEAD ORGANICS
Serial Number:	76673818	SWEET ONION PROCESS
Serial Number:	76673815	SWEET PROCESS
Serial Number:	76673817	SWEET TECHNIQUE
Serial Number:	76673816	SEED TO SANDWICH

**CORRESPONDENCE DATA**

Fax Number: 5032480130

OP \$290.00 3266522

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

Phone: 503-227-1111  
Email: michelle@sussmanshank.com  
Correspondent Name: Dallas G. Thomsen  
Address Line 1: 1000 SW Broadway, Suite 1400  
Address Line 4: Portland, OREGON 97205

NAME OF SUBMITTER:	Dallas G. Thomsen
Signature:	/s/ Dallas G. Thomsen
Date:	08/20/2013

**Total Attachments: 4**

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## TRADEMARK/SERVICEMARK ASSIGNMENT

THIS TRADEMARK/SERVICEMARK ASSIGNMENT (this "*Assignment*"), dated August 15, 2013, is between River Point Farms, LLC, a Texas limited liability company ("*Assignor*"), and AO Operations, LLC, an Oregon limited liability company ("*Assignee*") (Assignor and Assignee are sometimes collectively referred to as the "*Parties*" and individually referred to as a "*Party*").

**WHEREAS**, Assignor is a party to that certain Capital Contribution and Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell, convey, transfer, assign, and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned, and delivered to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to (a) the trademarks and servicemarks described or referenced on Schedule A (the "*Marks*") and all goodwill associated therewith, (b) all rights, if any, to file any additional trademark and/or servicemark filings in connection with the foregoing marks anywhere in the world, and (c) all rights, to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the "*Transferred Intellectual Property*");

**NOW, THEREFORE**, in consideration of the foregoing, the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Assignment by Assignor**. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property in the United States of America, in any of its jurisdictions, and in all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right, if any, to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement proceedings with respect to any Transferred Intellectual Property. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.

2. **Authorization**. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer

all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Assignment.

3. **Severability; Miscellaneous.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Assignment may be executed in counterparts, and together, both counterparts will constitute one fully executed Assignment. This Assignment will be governed by and interpreted under Oregon law, without regard to conflict of law principles. Subject to the following sentence, this Assignment will be binding on the parties' respective successors and assigns. No party may assign its rights under this Assignment to any person without the prior written consent of the other party. No failure or delay by either party in exercising any right under this Assignment will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Assignment. This Assignment may only be modified upon the written consent of the Assignor and Assignee.

**[Remainder of page intentionally left blank; signatures and notary follow]**

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

RIVER POINT FARMS, LLC

By: [Signature]  
Title: Sec/Treas

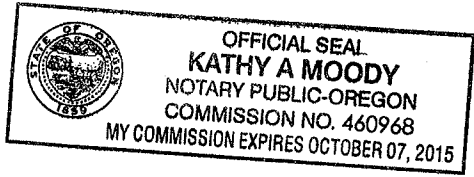
ASSIGNEE:

AO OPERATIONS, LLC

By: [Signature]  
Title: President

STATE OF OREGON )  
County of Multnomah ) ss.

This instrument was acknowledged before me on August 13, 2013 by Craig Green as Sec/Treas of AO Operations, LLC.



Kathy A Moody  
Notary Public for Oregon  
My Commission Expires: 10/7/15

STATE OF OREGON )  
County of Multnomah ) ss.

This instrument was acknowledged before me on August 13, 2013 by Robert C. Hale as President of AO Operations, LLC.



Kathy A Moody  
Notary Public for Oregon  
My Commission Expires: 10/7/15

## Trademark/Service Mark Assignment

### Schedule A

Mark	Type of Mark	Filing Date	Registration Date	Serial Number	Registration Number
American Onions	Trademark – Word Mark	06/08/06	7/17/07	76661264	3266522
Hermiston Sweets	Trademark – Word Mark	12/14/01	01/14/03	76345679	2674533
Hermiston SweetReds	Trademark – Word Mark	07/19/07	02/07/06	78453033	3058313
Hermiston SweetReds	Trademark – Word Mark	12/05/11	7/31/12	85486930	4182756
Nevada Plateau Onions	Trademark – Word Mark	08/02/02	12/16/03	76437126	2795897
Hermiston SweetWhites	Trademark – Word Mark	06/08/06	07/17/07	76661263	3266521
FarmStead Organics	Trademark – Work Mark	01/04/07	07/01/08	76671039	3459792
Sweet Onion Process	Trademark – Work Mark	03/09/07		76673818	
Sweet Process	Trademark – Work Mark	03/08/07		76673815	
Sweet Technique	Trademark – Work Mark	03/09/07		76673817	
Seed to Sandwich	Trademark – Work Mark	03/09/07		76673816	

22050-003\ASSIGNMENT OF TRADEMARKS TO AO OPERATIONS, LLC SCHEDULE A (01666899);1

Trademark/Service Mark Assignment – Schedule A

**RECORDED: 08/20/2013**

**TRADEMARK  
REEL: 005094 FRAME: 0781**