

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NatureSweet USA, LLC		09/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NatureSweet, Ltd.		
<b>Street Address:</b>	2338 North Loop 1604, Suite 200		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78248		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85968975	ARTISUN FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148558200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2148558000		
<b>Email:</b>	chris.andersen@nortonrosefulbright.com, doipdocket@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Linda M. Merritt		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 2800		
<b>Address Line 2:</b>	Fulbright & Jaworski LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-2784		
<b>ATTORNEY DOCKET NUMBER:</b>	GLRT.T0180US.AP1		
<b>NAME OF SUBMITTER:</b>	Chris Andersen		

OP \$40.00 85968975

Signature:	/Chris Andersen/
Date:	09/27/2013
<b>Total Attachments: 8</b> source=2013-09-23 - Trademark and Copyright Assignment NSU to NSL#page1.tif source=2013-09-23 - Trademark and Copyright Assignment NSU to NSL#page2.tif source=2013-09-23 - Trademark and Copyright Assignment NSU to NSL#page3.tif source=2013-09-23 - Trademark and Copyright Assignment NSU to NSL#page4.tif source=2013-09-23 - Trademark and Copyright Assignment NSU to NSL#page5.tif source=2013-09-23 - Trademark and Copyright Assignment NSU to NSL#page6.tif source=2013-09-23 - Trademark and Copyright Assignment NSU to NSL#page7.tif source=2013-09-23 - Trademark and Copyright Assignment NSU to NSL#page8.tif	

## TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (this "Assignment") is made as of the date of last signature below, by and between NatureSweet USA, LLC, a Delaware limited liability company ("Assignor"), as assignor, and NatureSweet, Ltd., a Texas limited partnership ("Assignee"), as assignee, with reference to the following facts and circumstances.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated March 15, 2013 (as last amended on April 8, 2013), on April 12, 2013, EuroFresh, Inc., a Delaware corporation ("EuroFresh"), assigned to Assignor (then known as Zona Acquisition Company, LLC) all rights, title and interest in and to all marks used or intended to be used in EuroFresh's business, including all common law rights in all countries where the marks have been used (including, without limitation the marks identified on Schedule A attached hereto) and the trademark registrations and applications identified on Schedule A attached hereto (all of the foregoing marks, applications and registrations, hereinafter, collectively, the "Trademarks") and all rights, title and interest in and to copyrights owned by EuroFresh and/or used in EuroFresh's business (hereinafter, collectively, the "Copyrights");

WHEREAS, the mark ARTISUN FARMS is a common law mark acquired by Assignor from EuroFresh, and for which Assignor filed U.S. Application Serial No. 85/968,975, and such ARTISUN FARMS mark and trademark application are deemed included in the definition of "Trademarks" for purposes of this Assignment; and

WHEREAS, Assignor desires to assign the Trademarks and Copyrights and related rights to Assignee and Assignee desires to acquire same.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor sells, assigns, conveys, and transfers to Assignee, and Assignee accepts, all right, title and interest in and to the Trademarks, together with: (i) the goodwill of the business symbolized by the Trademarks; (ii) the right to apply for and receive registrations of the Trademarks; and (iii) the right to sue and recover damages for past, present, and future infringements.

2. Assignor sells, assigns, conveys, and transfers to Assignee, and Assignee accepts, all right, title and interest in and to the Copyrights, including: (i) the Copyrights in all derivative works, whether works for hire or otherwise, which includes, without limitation, the exclusive rights to make, sell, publish, distribute, modify, prepare derivative works, display, reproduce, transmit, perform, adapt or otherwise make use of the copyrighted works; and (ii) the right to sue and recover for damages or past, present and future infringements of the Copyrights or derivative works of the Copyrights.

3. Assignor further sells, assigns, conveys, and transfers to Assignee, and Assignee accepts, all right, title, and interest Assignor may have in or to any applications for copyright registration and any copyright registrations for the Copyrights.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing in this Assignment shall: (i) be deemed to be an assignment of any third party license or agreement that cannot be assigned without the consent, approval or agreement of another party unless such consent, approval or agreement is first obtained; (ii) be deemed to be a transfer of

ownership rights in the know-how or copyrights of third parties to the extent such rights are deemed owned by third parties pursuant to a license or other agreement with such third parties; or (iii) be deemed to be a license, sublicense, or other grant of a right to use any rights under any third-party license that cannot be licensed, sublicensed or granted without the consent, approval or agreement of another party, unless such consent, approval or agreement is first obtained.

5. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors, and legal representatives, all right, title and interest in and to the Trademarks and Copyrights and related rights hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

6. For United States applications for registration for marks based on an intent to use, with no allegation of use, Assignor hereby acknowledges that Assignee is the successor to that portion of Assignor's ongoing and existing business to which the marks in these applications pertain as required by 15 U.S.C. § 1060.

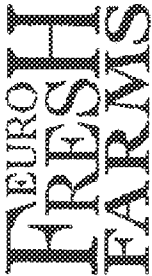


7. This Assignment shall be binding upon each party hereto and their respective successors and assigns and may be transferred without the consent of Assignor.

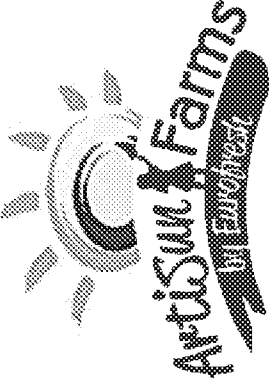
IN WITNESS WHEREOF, the parties have caused this Trademark and Copyright Assignment to be executed by their duly authorized representatives on the date and in the capacities shown below.


<b>NATURESWEET USA, LLC</b> By: <u>[Signature]</u> Printed Name: <u>Regina Ambelany</u> Title: <u>CEO &amp; President</u> Date: <u>9-23-13</u>	<b>NATURESWEET, LTD.</b> By: <u>[Signature]</u> Printed Name: <u>Regina Ambelany</u> Title: <u>CEO &amp; President</u> Date: <u>9-23-13</u>
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SCHEDULE A

Federal Trademark Registrations / Applications

Country	Mark	App. No.	Reg. No. / Status	Goods and Services	Date of First Use
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	PRODUCEAL	85/186,100	4,199,222	Fresh produce, namely, fresh fruits and vegetables	March 15, 2012

Country	Mark	App. No.	Reg. No. / Status	Goods and Services	Date of First Use
US	ARTISUN FARMS BY EUROFRESH	85/568,470	Pending	Fresh produce, namely, fresh fruits and vegetables	Proposed Use
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	EUROFRESH FARMS	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	Proposed Use

Country	Mark	App. No.	Reg. No. / Status	Goods and Services	Date of First Use
MX	ARTISUN FARMS BY EUROFRESH	1300315	Pending	General, medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services	
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

Country	Mark	App. No.	Reg. No. / Status	Goods and Services	Date of First Use
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 EUROFFRESH	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

