OP \$40.00 4032617

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM358441

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dole Food Company, Inc.		10/13/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dole Packaged Foods, LLC			
Street Address:	3059 Townsgate Road			
Internal Address:	Suite 400			
City:	Vestlake Village			
State/Country:	CALIFORNIA			
Postal Code:	91361			
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	4032617	DOLE BANANA DIPPERS	

CORRESPONDENCE DATA

Fax Number:

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

Phone: 805-601-5500

Email: dih.trademarks@doleintl.com

Correspondent Name: Timothy J. Oswald
Address Line 1: 3059 Townsgate Road

Address Line 2: Suite 400

Address Line 4: Westlake Village, CALIFORNIA 91361

ATTORNEY DOCKET NUMBER:	Z0382012
NAME OF SUBMITTER:	Timothy J. Oswald
SIGNATURE:	/timothyjoswald/
DATE SIGNED:	10/13/2015

Total Attachments: 3

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TRADEMARK REEL: 005643 FRAME: 0947

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 1, 2015, by DOLE FOOD COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware ("Assignor"), to DOLE PACKAGED FOODS, LLC, a limited liability company organized and existing under the laws of California ("Assignee").

RECITALS

WHEREAS. Assignor owns the registered trademarks and trademark registration applications set forth on Exhibit A hereto (the "Assigned Trademarks").

WHEREAS, Assignor and ITOCHU Corporation ("ITOCHU") have entered into an Acquisition Agreement dated as of September 17, 2012 (the "Acquisition Agreement") pursuant to which Assignor agreed to sell to ITOCHU, and ITOCHU agreed to purchase, Assignor's Asia Fresh and Worldwide Packaged Foods businesses (the "Sale Transaction");

WHEREAS, as part of the Sale Transaction, Assignor agreed to assign to Assignee the Assigned Trademarks; and

WHEREAS. Assignor desires to assign the Assigned Trademarks to Assignee all on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor hereby assigns, sells, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith and symbolized thereby, including all rights of Assignor to bring an action for past infringement or dilution of the Assigned Trademarks and recover damages therefor, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. Assignor hereby covenants with Assignee and the successors and assigns of Assignee that, from time to time after the date hereof, Assignor will, at its own cost and expense, promptly execute and deliver to Assignee all such assignments and other documentation as may reasonably be requested by Assignee in order to vest in Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks.
- 3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws or rules that might otherwise govern under applicable principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

DOLE FOOD COMPANY, INC.

Ву:

Name: Jared Gale

Title: Associate General Counsel and Assistant

Secretary

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF	LOS	Angeles			
On 10 / 13 / 15 (Notary Public), personally app		, before me,	Jama	May	-Diaz
(Notary Public), personally app	eared	Jares	Gall	Ŵ.	, who
proved to me on the basis of sa subscribed to the within instru- his/her authorized capacity(ies person(**); or the entity upon be	ment and the	d acknowledged to at by his/her/the	me that he/s	the executed on the inst	the same in rument the
I certify under PENALTY OF foregoing paragraph is true and correct.	PERJUI	RY under the laws	of the State of	of California	that the
WITNESS my hand and officia	il seal.	70ma		RYN PILLAY-DIAZ	
		manna.	Notary Los My Comm	ission # 207383 Public - Californ Angeles County I. Expires Jul 6, 2	8 &

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Notary Public

EXHIBIT A

Country Name	Trademark Name	Status	Application / Registration Number	Filing / Registration Date
United States of America	DOLE BANANA DIPPERS	Registered	4032617	27-Sep-11

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RECORDED: 10/13/2015

TRADEMARK REEL: 005643 FRAME: 0950