# OP \$40.00 4390766

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM393467

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.		08/01/2016	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Dole Packaged Foods, LLC	
Street Address:	3059 Townsgate Road	
City:	Westlake Village	
State/Country:	CALIFORNIA	
Postal Code:	91361	
Entity Type: Limited Liability Company: CALIFORNIA		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4390766	DOLE FRUIT SMOOTHIE SHAKERS

#### **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

NAME OF SUBMITTER:	Timothy J. Oswald
SIGNATURE:	/Timothy J. Oswald/
DATE SIGNED:	08/02/2016

# **Total Attachments: 3**

source=US - DOLE FRUIT SMOOTHIE SHAKERS - 4390766 - Assignment from DFC to DPF#page1.tif source=US - DOLE FRUIT SMOOTHIE SHAKERS - 4390766 - Assignment from DFC to DPF#page2.tif source=US - DOLE FRUIT SMOOTHIE SHAKERS - 4390766 - Assignment from DFC to DPF#page3.tif

TRADEMARK 900373280 REEL: 005845 FRAME: 0479

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 1, 2016, 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.

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

DOLE FOOD COMPANY, INC.

	By:
	Name:/Jared Gale
	Title: Vice President, General Counsel and
	Corporate Secretary
identity of the individual who signe	ompleting this certificate verifies only the document to which this certificate is accuracy, or validity of that document.
STATE OF CALIFORNIA (05	Mugden
On08/01/16	before me, Tarryn Pillay - Diaz Tared Gall , who
	evidence to be the person(s) whose name(s) is/are
	cknowledged to me that he she executed the same in
	by his/her/their signature(s) on the instrument the ich the person(s) acted, executed the instrument.
bersoness, or the entity upon behalf of will	ich die person(s) acted, executed the instrument.
foregoing	under the laws of the State of California that the
paragraph is true and correct.	
WITNESS my hand and official seal.	
	TARRYN PILLAY-DIAZ
· **	Commission # 2073838  Notary Public - California  Los Appeles County

# **EXHIBIT A**

Country Name	Trademark Name	Status	Registration Number	Registration Date
United States of America	DOLE FRUIT SMOOTHIE SHAKERS	Registered	4390766	08.27.2013

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TRADEMARK REEL: 005845 FRAME: 0482