

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AO Operations, LLC		11/09/2016	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	River Point Farms, LLC		
Street Address:	115 West Hermiston Avenue		
Internal Address:	Suite 240		
City:	Hermiston		
State/Country:	OREGON		
Postal Code:	97838		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3266522	AMERICAN ONIONS	
Registration Number:	4623779	AMERICAN ONION	
Registration Number:	3459792	FARMSTEAD ORGANICS	
Registration Number:	4722281	FARMSTEAD ORGANICS	
Registration Number:	4182756	HERMISTON SWEETREDS	
Registration Number:	2674533	HERMISTON SWEETS	
Registration Number:	3535628	PATAGONIA, CHILEAN SWEETS	
Registration Number:	4853941	PATAGONIA, CHILEAN SWEETS	
Registration Number:	3407690	PATAGONIA SWEET ONIONS	
Registration Number:	3058313	HERMISTON SWEETREDS	
CORRESPONDENCE DATA			
Fax Number:	5032480130		
<i>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.</i>			
Phone:	503-227-1111		
Email:	mdolan@sussmanshank.com		
Correspondent Name:	Jeffrey C. Mисley		
Address Line 1:	1000 SW Broadway		

OP \$265.00 3266522

Address Line 2: Suite 1400
Address Line 4: Portland, OREGON 97205

NAME OF SUBMITTER: Michelle Dolan

SIGNATURE: /s/ Michelle Dolan

DATE SIGNED: 11/14/2016

Total Attachments: 5

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TRADEMARK/SERVICEMARK ASSIGNMENT

THIS TRADEMARK/SERVICEMARK ASSIGNMENT (this "*Assignment*"), dated November 9, 2016, is between AO Operations, LLC, an Oregon limited liability company ("*Assignor*"), and River Point Farms, LLC, a Delaware 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 Agreement of Purchase and Sale and Joint Escrow Instructions, dated July 15, 2016 (as amended and assigned to date, 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:

AO OPERATIONS, LLC

By: [Signature]
Robert C. Hale, President

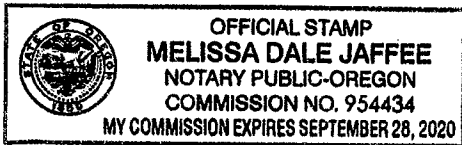
ASSIGNEE:

River Point Farms, LLC

By: _____
Name: _____
Title: _____

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on November 7, 2016 by Robert Hale as President of AO Operations, LLC.



[Signature]
Notary Public for Oregon
My Commission Expires: 9/28/2020

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me on _____, 2016 by _____ as _____ of River Point Farms, LLC, a Delaware limited liability company.

Notary Public for _____
My Commission Expires: _____

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

ASSIGNOR:

ASSIGNEE:

AO OPERATIONS, LLC

River Point Farms, LLC

By: _____
Robert C. Hale, President

By: Todd N. Jones
Name: Todd N. Jones
Title: Manager

RB

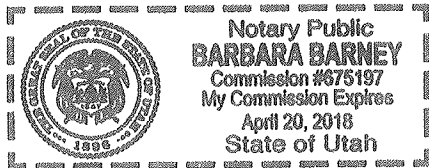
STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2016 by Robert Hale as President of AO Operations, LLC.

Notary Public for Oregon
My Commission Expires: _____

STATE OF Utah)
) ss.
County of Salt Lake)

This instrument was acknowledged before me on November 7, 2016 by Todd N. Jones as Manager of River Point Farms, LLC, a Delaware limited liability company.



Barbara Barney
Notary Public for Utah
My Commission Expires: 4/20/18

TRADEMARK/SERVICEMARK ASSIGNMENT

SCHEDULE A

Mark	Application/Registration Number	Registration Date	Register
American Onions	3266522	7/17/2007	Supplemental
American Onion	4623779	10/21/2014	Principal
Farmstead Organics	3459792	7/1/2008	Supplemental
Farmstead Organics	4722281	4/21/2015	Principal
Hermiston SweetReds	4182756	7/31/2012	Principal
Hermiston Sweets	2674533	1/14/2003	Principal
Patagonia, Chilean Sweets	3535628	11/18/2008	Supplemental
Patagonia, Chilean Sweets	4853941	11/17/2015	Principal
Patagonia Sweet Onions	3407690	4/18/2008	Principal
Hermiston SweetReds	3058313	2/7/2006	Supplemental
WallaWalla Double Sweet Onions	None	None	None

*22300-008\ASSIGNMENT OF TRADEMARKS EXHIBIT A (02432776);1