

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Blue Lake Citrus Products, LLC		11/11/2016	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Noble Produce Holdings, Inc.		
<b>Street Address:</b>	500 Avenue R., SW		
<b>Internal Address:</b>	Attn: Quentin J. Roe		
<b>City:</b>	Winter Haven		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33880		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3703672	NOBLE ORGANIC	
<b>Registration Number:</b>	4301139	NOBLE FOR KNOWLEDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>			
<b>Phone:</b>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-6797		
<b>ATTORNEY DOCKET NUMBER:</b>	393427-148566		
<b>NAME OF SUBMITTER:</b>	Noah Shier		
<b>SIGNATURE:</b>	/Noah Shier/		
<b>DATE SIGNED:</b>	11/29/2016		
<b>Total Attachments: 5</b>			
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## RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this “Assignment”) is made as of 11/14/2016 (the “Effective Date”) by and between Blue Lake Citrus Products, LLC, a Florida limited liability company (“Assignor”), and Noble Produce Holdings, Inc., a Florida Corporation (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, the Parties acknowledge and agree to transfer ownership and assign certain assets of Assignor to Assignee, including without limitation the Assigned Trademark Rights (defined below).

NOW, THEREFORE, in consideration covenants set forth herein, and for certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably transferred, assigned and delivered, and hereby does transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to (a) the trademark registrations and trademark applications listed on Schedule A hereto; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill specifically associated with the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (a) – (g), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the “Assigned Trademark Rights”).

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition

proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida applicable to agreements made and to be performed entirely within the State of Florida, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Signature page follows.]*

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

“ASSIGNEE”:

NOBLE PRODUCE HOLDINGS, INC.

By: Quentin J. Roe  
Name: Quentin J. Roe  
Title: President  
Date: \_\_\_\_\_

“ASSIGNOR”:

BLUE LAKE CITRUS PRODUCTS, LLC

By: Morgan Roe  
Name: Morgan Roe  
Title: Manager  
Date: NOV 11, 2016

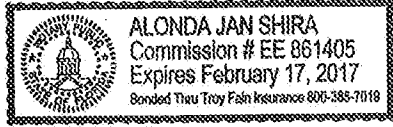
County of Polk )  
State of Florida ) SS.

Alonda Jan Shira On this 11<sup>th</sup> day of November in the year 2016 before me, Alonda Jan Shira, Notary Public, personally appeared Morgan H. Roe, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alonda Jan Shira (Seal)  
(Notary Public)



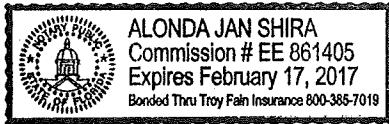
County of Polk )  
State of Florida ) SS.

On this 11<sup>th</sup> day of November in the year 2016, before me, Alonda Jan Shira, Notary Public, personally appeared Quentin Roe, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alonda Jan Shira (Seal)  
(Notary Public)



**SCHEDULE A**  
**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Registered Trademarks:

Name	Jurisdiction	Registration Number	Date of Registration
NOBLE ORGANIC	US	3703672	10/29/2009
NOBLE FOR KNOWLEDGE	US	4301139	3/12/2013