

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425805

<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>
Keystone Fruit Marketing, Inc.		01/31/2017	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Progressive Produce LLC		
<b>Street Address:</b>	5790 Peachtree Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2790701	BLUE RIDGE APPLES	
<b>Registration Number:</b>	4202400	CHAMBERSBURG PEACHES	
<b>Registration Number:</b>	3179406	GEORGIA FRUIT CO.	
<b>Registration Number:</b>	4371385	MÉLANGE RED ONIONS	
<b>Registration Number:</b>	2121038	MAYAN SWEETS	
<b>Registration Number:</b>	2077385	PASSPORT	
<b>Registration Number:</b>	4740129	SUMMERBELLE	
<b>Registration Number:</b>	3216404	SWEET PEACHES FROM THE SUNNY SOUTH SUNNY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037392815		
<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>Email:</b>	iprecordals@cpaglobal.com		
<b>Correspondent Name:</b>	CPA GLOBAL LTD		
<b>Address Line 1:</b>	Liberation House		
<b>Address Line 2:</b>	Castle Street		
<b>Address Line 4:</b>	St Helier, JERSEY JE1 1BL		
<b>NAME OF SUBMITTER:</b>	Heidi Whittingham		
<b>SIGNATURE:</b>	HMW/IPR/FV/ProgresProdLLC/028/AG8TM		

CH \$215.00 2790701

<b>DATE SIGNED:</b>	05/02/2017
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated as of January 31, 2017 (this “**IP Assignment**”), is made by Keystone Fruit Marketing, Inc., a Pennsylvania corporation (“**Transferor**”), in favor of Progressive Produce LLC, a Delaware limited liability company (“**Acquirer**”), the purchaser of certain assets of Transferor pursuant to the Asset Acquisition Agreement dated as of the date hereof, between Acquirer, PKM Ventures LLC, Transferor, and Martin D. Kamer (the “**Acquisition Agreement**”).

WHEREAS, under the terms of the Acquisition Agreement, Transferor has conveyed, transferred, and assigned to Acquirer, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Acquirer, and Acquirer hereby accepts, all of Transferor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule 1** hereto, the transfer of such applications accompanies, pursuant to the Acquisition Agreement, the transfer of Transferor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Acquirer. Following the date hereof, upon Acquirer's reasonable request, Transferor shall take such steps and actions, and provide such cooperation and assistance to Acquirer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to attempt to effect, evidence, or perfect the assignment of the Assigned IP to Acquirer, or any assignee or successor thereto.

3. Terms of the Acquisition Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Acquisition Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Acquirer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Acquisition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

*[signature page follows]*

IN WITNESS WHEREOF, Transferor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

KEYSTONE FRUIT MARKETING, INC.

By: Martin D. Kamer  
Name: Martin D. Kamer  
Title: President

Accepted and Agreed:

PROGRESSIVE PRODUCE LLC

By: \_\_\_\_\_  
Name: James K. Leimkuhler  
Title: President

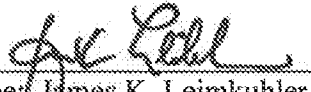
IN WITNESS WHEREOF, Transferor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

KEYSTONE FRUIT MARKETING, INC.

By: \_\_\_\_\_  
Name: Martin D. Kamer  
Title: President



Accepted and Agreed:

PROGRESSIVE PRODUCE LLC

By:   
Name: James K. Leimkuhler  
Title: President

Schedule 1

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial Number	Registration Number	Filing Date	Registration Date
BLUE RIDGE APPLES & Design 	76458429	2790701	10-08-2002	12-09-2003
CHAMBERSBURG PEACHES	85529826	4202400	01-31-2012	09-04-2012
GEORGIA FRUIT CO.	78551667	3179406	03-07-2005	12-05-2006
MELANGE RED ONIONS & Design 	85775406	4371385	11-09-2012	07-23-2013
MAYAN SWEETS	75122826	2121038	06-20-1996	12-16-1997
PASSPORT	75122828	2077385	06-20-1996	07-08-1997
SUMMERBELLE	86167642	4740129	01-16-2014	05-19-2015
SWEET PEACHES FROM THE SUNNY SOUTH SUNNY'S	78585138	3216404	03-11-2005	03-06-2007