

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM449687

<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>
Village Farms, L.P.		10/25/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NS Brands, Ltd.		
<b>Street Address:</b>	2338 N. Loop 1604 W., Suite 200		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78248		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87210423	HEAVENLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148558200		
<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>	2148558000		
<b>Email:</b>	chris.andersen@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Linda M. Merritt		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 3600		
<b>Address Line 2:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-7932		
<b>ATTORNEY DOCKET NUMBER:</b>	GLRT.T0294US.AP1		
<b>NAME OF SUBMITTER:</b>	Chris R. Andersen		
<b>SIGNATURE:</b>	/Chris R. Andersen/		
<b>DATE SIGNED:</b>	11/03/2017		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into, effective as of October 25, 2017, by and between Village Farms, L.P., a Delaware limited partnership ("Village Farms"), as assignor, and NS Brands, Ltd., formerly known as NatureSweet, a Texas limited partnership ("NatureSweet"), as assignee, with reference to the following facts and circumstances.

WHEREAS, NatureSweet and Village Farms have entered into that certain settlement agreement dated effective October 25, 2017, in order to resolve disputes, including disputes as to the right to use the mark HEAVENLY for fresh tomatoes (the "Settlement Agreement"); and

WHEREAS, NatureSweet and Village Farms execute this Assignment pursuant to the terms of the Settlement Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth in the Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

87/210,423

1. Assignment. Village Farms does hereby assign and agrees to assign to NatureSweet all right, title and interest of Village Farms in and to the mark HEAVENLY as used for fresh fruits and vegetables, including tomatoes, anywhere in the world (the "Mark"), together with the goodwill of the business connected with the use of and symbolized by the Mark, as well as the following: (i) Village Farms' entire right, title and interest in and to U.S. Application Serial No. 87/210,423 for the mark HEAVENLY and any other applications or registrations for the Mark; (ii) any and all common law rights in the Mark; and (iii) any and all claims and demands Village Farms may have either at law or in equity arising out of any past infringements of the Mark. NatureSweet hereby accepts the assignment of the aforementioned rights.

2. Further Assurances. Village Farms does hereby expressly agree that NatureSweet may singly, and without assistance or consent from Village Farms, undertake procedures to record this Assignment and the transfer of the rights set forth herein in the United States Patent and Trademark Office or other applicable agency or governmental entity. The parties agree to execute further documents that may be necessary to effectuate the intent of this Assignment.

3. Binding Effect. This Assignment shall be binding on the parties and their respective successors and assigns. To the extent the Settlement Agreement is disclosed to a Party's employees, officers, directors, independent contractors, affiliates, parents, or subsidiaries, the Confidentiality Provisions of the Settlement Agreement shall be binding on those persons and entities.

4. Counterparts. This Assignment may be executed in several counterparts (including by facsimile or portable document format (.pdf)) for the convenience of the parties hereto, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page.

In testimony whereof, Village Farms and NatureSweet have caused this Assignment to be executed by their officer(s) thereunto duly authorized.

Village Farms, L.P.

By: [Signature]

Name: Stephen C. Ruffin

Title: VP & CFO

Date: 10/25/17

NS Brands, Ltd., d/b/a NatureSweet, Ltd.

By: [Signature]

Name: BO MEISSNER

Title: VP & CFO

Date: 10/27/17