

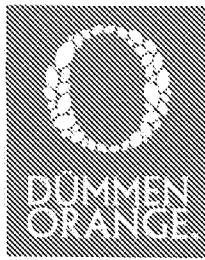
## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483677

<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>
Dümmen Orange Holding B.V.		07/13/2018	Besloten Vennootschap Met Beperkte Aansprakelijkheid (Bvba):
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dümmen Group B.V.		
<b>Street Address:</b>	Coldenhovelaan 6		
<b>City:</b>	De Lier		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	2678 PS		
<b>Entity Type:</b>	Besloten Vennootschap Met Beperkte Aansprakelijkheid (Bvba): NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2221942	CALLAFORNIA CALLAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4124714094		
<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>	412-471-8815		
<b>Email:</b>	assignments@webblaw.com		
<b>Correspondent Name:</b>	Julie W. Meder, The Webb Law Firm		
<b>Address Line 1:</b>	One Gateway Center, Suite 1200		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>NAME OF SUBMITTER:</b>	Julie W. Meder, Reg. No. 36,216		
<b>SIGNATURE:</b>	/Julie W. Meder/		
<b>DATE SIGNED:</b>	07/27/2018		
<b>Total Attachments: 3</b>			
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OP \$40.00 2221942



**DEED OF TRANSFER OF ASSETS  
("DEED OF TRANSFER")**

**THIS DEED OF TRANSFER IS MADE BETWEEN:**

**THE PARTIES:**

- I. **DÜMMEN ORANGE HOLDING B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands, with registered seat in De Lier, The Netherlands, registered with the Dutch trade register under number 57754950 ("**Assignor**");
- II. **DÜMMEN GROUP B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands, with registered seat in De Lier, The Netherlands, registered with the Dutch trade register under number 57757496 (the "**Assignee**"),

collectively also referred to as the "**Parties**", and each individually also as a "**Party**".

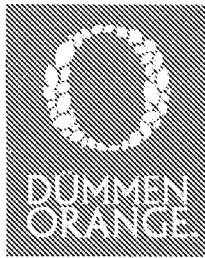
**RECITALS:**

- A. Assignee is ultimately 100% owned by Assignor, which is a holding company incorporated in the Netherlands.
- B. On September 11<sup>th</sup>, 2017 Parties entered into "Deed of Transfer Intellectual Property Rights" ("**Initial Deed of Transfer**") whereby certain intellectual property rights were sold assigned and transferred at a purchase price of USD 2,000,000 ("**Purchase Price**").
- C. By the virtue of this Deed of Transfer, the Parties hereby agree to the sale, assignment and transfer by the Assignor to the Assignee of another US Trademark herein listed in Annex A, together with the goodwill associated with said US Trademark ("**Trademark**").

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. SALE, ASSIGNMENT AND TRANSFER OF THE ASSETS**

- 1.1. The Assignor hereby sells, assigns and transfers to the Assignee and the Assignee purchases and accepts the assignment and transfer from the Assignor of all rights, title and interest in the Trademark, retroactively as of 19 May 2017 (the "**Effective Date**").
- 1.2. The Parties hereby agree that this Deed of Transfer shall function as an instrument of delivery of all rights, title and interest in the Trademark to the Assignee as per the Effective Date.
- 1.3. The Assignor and the Assignee agree that the purchase price of the Trademark, was part of the Purchase Price agreed to in the Initial Deed of Transfer. Therefore Assignee shall not have to pay any amount in addition to the Purchase Price for the transfer of the Trademark.



**2. REGISTRATION**

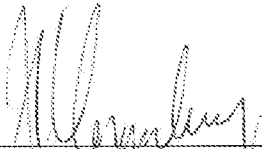
- 2.1. The Assignee shall register the assignment and transfer of the Trademark in the relevant register held by the United States Patent and Trademark Office. Unless otherwise agreed between the Parties, any costs associated with such registration will be for the account of and shall be paid by the Assignee.
- 2.2. The Assignor shall provide Assignee with all necessary cooperation for the registration after the date of this Deed of Transfer. The Assignor hereby grants an irrevocable power of attorney to the Assignee to sign any additional documents and to undertake any other acts that may be necessary in order to complete the assignment and transfer of the Trademark and the recordal thereof in the register as referred to in article 2.1.

**3. GOVERNING LAW AND JURISDICTION**

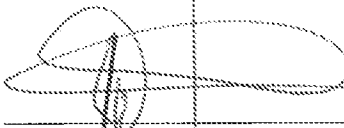
- 3.1 This Deed of Transfer and the transactions contemplated herein shall be governed by and construed in accordance with the laws of The Netherlands.
- 3.2 All disputes arising from or in connection with this Deed of Transfer and the transactions contemplated herein shall be exclusively submitted to the competent court in Amsterdam, The Netherlands.

**THUS AGREED AND EXECUTED BY:**

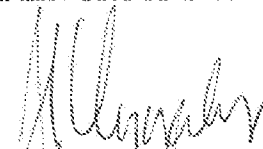
**DUMMEN ORANGE HOLDING B.V.**

  
\_\_\_\_\_  
name: Fem. Kloppenburg  
position: Director  
date: 13/7/2010

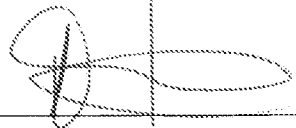
**DUMMEN ORANGE HOLDING B.V.**

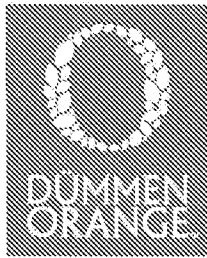
  
\_\_\_\_\_  
name: T.M. van de Loo  
position: CFO  
date: 16/7/2010

**DUMMEN GROUP B.V.**

  
\_\_\_\_\_  
name: Fem. Kloppenburg  
position: Director  
date: 13/7/2010

**DUMMEN GROUP B.V.**

  
\_\_\_\_\_  
name: T.M. van de Loo  
position: Director  
date: 16/7/2010



Annex A

TYPE: US TRADEMARK

MARK: CALLAFORNIA CALLAS

REGISTRATION NO.: 2,221,942

REGISTERED TO: GOLDEN STATE BULB GROWERS, INC.