

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511690

<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>
OXNARD LEMON ASSOCIATES, LTD.		10/31/2018	Limited Partnership: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIMONEIRA COMPANY		
<b>Street Address:</b>	1141 Cummings Road		
<b>City:</b>	Santa Paula		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93060		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0215499	ARMADA	
<b>Registration Number:</b>	1175617	BESGRADE	
<b>Registration Number:</b>	0389727	COASTAL	
<b>Registration Number:</b>	0266258	DEL NORTE	
<b>Registration Number:</b>	0213062	DISPLAY	
<b>Registration Number:</b>	0528391	FREEWAY	
<b>Registration Number:</b>	0245193	LAS POSAS	
<b>Registration Number:</b>	0614563	OXNARD	
<b>Registration Number:</b>	0528396	RIGHT LANE	
<b>Registration Number:</b>	0127469	SEA SIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8054770060		
<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>	8054770050		
<b>Email:</b>	Hal@HKyleLaw.com		
<b>Correspondent Name:</b>	Harold K. Kyle		
<b>Address Line 1:</b>	1583 Spinnaker Dr.		
<b>Address Line 2:</b>	Suite 209		

OP \$265.00 0215499

<b>Address Line 4:</b>	Ventura, CALIFORNIA 93001
<b>NAME OF SUBMITTER:</b>	Harold K. Kyle
<b>SIGNATURE:</b>	/hkk/
<b>DATE SIGNED:</b>	02/26/2019
<b>Total Attachments: 4</b> source=signed Trademark Trade Name Assignment#page1.tif source=signed Trademark Trade Name Assignment#page2.tif source=signed Trademark Trade Name Assignment#page3.tif source=signed Trademark Trade Name Assignment#page4.tif	

## TRADEMARK/TRADE NAME ASSIGNMENT

THIS TRADEMARK/TRADE NAME ASSIGNMENT ("Agreement"), dated October 31, 2018 (the "Effective Date"), is made and entered into by and between OXNARD LEMON ASSOCIATES, LTD., a California limited partnership ("Assignor") and LIMONEIRA COMPANY, a Delaware corporation ("Assignee").

### RECITALS

A. Assignor has utilized in its business certain U.S. and foreign trademarks, as listed in Schedule A (the "Marks").

B. Assignor has also utilized in its business certain trade names, as listed in Schedule B (the "Trade Names").

C. Assignor and Assignee have entered into an Asset Purchase Agreement, dated July 24, 2018 (the "Asset Purchase Agreement") pursuant to which Assignee is purchasing, among other assets, on the Final Closing Date, as defined in the Asset Purchase Agreement, all of Assignor's right, title and interest in and to the Marks and Trade Names.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, Assignor and Assignee hereby agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks and Trade Names, together with the goodwill of the business symbolized by the Marks and the Trade Names, as of the Effective Date of this Agreement.

2. Assignor represents and warrants to Assignee that, to Assignor's Knowledge, as defined in the Asset Purchase Agreement, (i) Assignor is the sole owner of the Marks and Trade Name and (ii) the execution of this Agreement and performance of Assignor's obligations hereunder does not violate or conflict with any other agreement to which Assignor is a party. The foregoing representations and warranties shall be subject to the indemnification obligations set forth in the Seller General Indemnity in Section 20.1 of the Asset Purchase Agreement and shall be limited by the indemnity limitations thereon set forth in Section 20.3 thereof.

3. Assignor and Assignee agree to use best efforts, at no cost to Assignor, to officially transfer the registered ownership of the Marks and the Trade Names to Assignee in the United States and applicable foreign jurisdictions as soon as practicable following the Final Closing Date.

4. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

5. Miscellaneous.

(a) This Agreement, Schedule A and Schedule B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the right and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the Superior Court for the County of Ventura, California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives to be effective as of the Effective Date hereof.

ASSIGNOR:

OXNARD LEMON ASSOCIATES, LTD


By: Cam Lem Investors, Ltd., a California limited partnership  
Managing General Partner

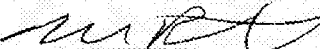
By: Cam Lem, Inc., a California corporation  
It's General Partner

  
Amy Dikhotomi, President

ASSIGNEE:

LIMONEIRA COMPANY

BY:   
Harold Edwards, President

BY:   
Mark Palamoutzidis, Secretary

**SCHEDULE A**

**TRADEMARKS**

1. **Mark: Armada**  
U.S. Registration #: 215499  
Japan Registration #: 1382235
2. **Mark: Resgrade**  
U.S. Registration #: 1175617  
Japan Registration #: 2059512
3. **Mark: Coastal**  
U.S. Registration #: 389727  
Japan Registration #: 4841031
4. **Mark: Del Norte**  
U.S. Registration #: 266258  
Japan Registration #: 2059513  
China Registration #: 1594702
5. **Mark: Display**  
U.S. Registration #: 213062  
Japan Registration #: 2059511
6. **Mark: Freeway**  
U.S. Registration #: 528391  
Japan Registration #: 1457958  
China Registration #: 8245087  
Hong Kong Registration #: 19881414
7. **Mark: Las Posas**  
U.S. Registration #: 245193  
Japan Registration #: 2063986
8. **Mark: Oxnard**  
U.S. Registration #: 614563  
Japan Registration #: 1324015  
China Registration #: 1594703
9. **Mark: Right Lane**  
U.S. Registration #: 528396  
Japan Registration #: 1457959  
China Registration #: 10535448  
Hong Kong Registration #: 19881413
10. **Mark: Seaside**  
U.S. Registration #: 127469  
Japan Registration #: 5689347
11. **Mark: Freeway & Design**  
China Registration #: 8244993
12. **Mark: Oxnard & Design**  
Hong Kong Registration #: 302179549

**SCHEDULE B**

**TRADE NAMES**

- 1. Trade Name: Oxnard Lemon Company**  
Fictitious Business Name filed by Oxnard Lemon Associates, Ltd.  
Filing Date: November 13, 2014  
Ventura County Clerk and Recorder  
Document No: 20141113-10020347-0  
Ventura County, California

LIMONERA/OXNARD LEMON TRADEMARK AGREEMENT

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