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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM521419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wonderful Citrus LLC		04/30/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ANB Produce and Marketing (Pty) Ltd.	
Street Address:	23 Weidenhof Street	
City:	Stellenbosch	
State/Country:	SOUTH AFRICA	
Postal Code:	7600	
Entity Type:	Proprietary Limited Company: SOUTH AFRICA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87499980	LEMONGOLD

CORRESPONDENCE DATA

Fax Number: 3109668810

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.

Phone: 3109665726

Email: latunda.powell@roll.com

Correspondent Name: LaTunda Powell

Address Line 1: 11444 West Olympic Blvd., 7th Floor Address Line 4: Los Angeles, CALIFORNIA 90064

NAME OF SUBMITTER:	LaTunda Powell, Trademark Administrator	
SIGNATURE:	/LaTunda Powell/	
DATE SIGNED:	04/30/2019	

Total Attachments: 1

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TRADEMARK REEL: 006633 FRAME: 0041

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARK RIGHTS ("Assignment") is made and entered into as of April 30, 2019 (the "Effective Date"), by and between Wonderful Citrus LLC, a Delaware limited liability company, located and doing business at 11444 W. Olympic Blvd., 10th Floor, Los Angeles, CA, 90064 ("Assignor") and ANB Produce and Marketing (Pty) Ltd., Registration Number: 2003/003507/07, located and doing business at 23 Weidenhof Street. Stellenbosch, South Africa, 7600 ("Assignee").

WHEREAS, Assignor is the owner of the mark LEMONGOLD for "fresh citrus fruits" and used at common law and depicted in U.S. App. No. 87499980, with an application date of June 21, 2017 (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title, and interest in and to the Mark and the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

- 1. Subject to and conditioned upon Assignee's reimbursement of the Costs (as defined below) pursuant to Section 2 hereof, Assignor does hereby, assign, transfer and convey to Assignee its entire right, title and interest in and to the Mark, together with goodwill of the business symbolized by the Mark in the United States of America, its territories and possessions, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
- 2. Within five (5) business days of the parties mutual execution of this Agreement, Assignee shall pay Assignor Five Hundred Twenty-Five United States Dollars (US\$525.00), which represents Assignor's actual out-of-pocket costs to prosecute the Mark (including costs to file the trademark assignment forms with the United States Patent & Trademark Office) ("Costs"). Payment shall be made by wire transfer to the account designated by Assignor in writing.
- 3. This Assignment is binding upon, will inure to the benefit of and shall be enforceable by each of the parties hereto and their respective successors and assigns and may be executed in two or more counterparts (including by means of facsimile and/or electronic transmission), each of which will be deemed an original but all of which together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the day and year first set forth above.

WONDERFUL CITRUS LLC	ANB PRODUCE AND MARKETING (PTY) LTD.
By: Name: Title:	By: Name: NP OU PIFCS/S Title: CEU - ANSSAA
(2934832.2)	* <u>[</u> -

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