

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540985

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF THE WEST		09/13/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GERAWAN FARMING LLC		
<b>Street Address:</b>	7108 N. Fresno Street		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Fresno		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93720		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1585993	PRIMA SWEET PERSONALLY SELECTED	
<b>Registration Number:</b>	1441378	PRIMA	
<b>Registration Number:</b>	3715217	MARKS & BRAND	
<b>Registration Number:</b>	3089809	PRIMATRAK	
<b>Registration Number:</b>	3089808	PRIMATRAK	
<b>Registration Number:</b>	3833518	PRIMAREADY READY TO EAT	
<b>Registration Number:</b>	3777055	DULCE VALOR SWEET CALIFORNIA TABLE GRAPE	
<b>Registration Number:</b>	3871978	PRIMA SWEET	
<b>Registration Number:</b>	3866359	PRIMA	
<b>Registration Number:</b>	3789495	PRIMA	
<b>Registration Number:</b>	3789494	PRIMA	
<b>Registration Number:</b>	3786876	SWEET VALUE	
<b>Registration Number:</b>	3592505	PRIMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532602		
<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>	6785532601		

CH \$340.00 1585993

**Email:** jimmarl@gtlaw.com  
**Correspondent Name:** LaShana C. Jimmar, Paralegal  
**Address Line 1:** Greenberg Traurig, LLP  
**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500  
**Address Line 4:** Atlanta, GEORGIA 30305

**ATTORNEY DOCKET NUMBER:** 123235.018700

**NAME OF SUBMITTER:** LaShana C. Jimmar

**SIGNATURE:** /LaShana C. Jimmar/

**DATE SIGNED:** 09/16/2019

**Total Attachments: 4**

source=Gerawan - Bank of the West - Release of Confirmatory Grant of Security Interest in Trademarks#page1.tif  
source=Gerawan - Bank of the West - Release of Confirmatory Grant of Security Interest in Trademarks#page2.tif  
source=Gerawan - Bank of the West - Release of Confirmatory Grant of Security Interest in Trademarks#page3.tif  
source=Gerawan - Bank of the West - Release of Confirmatory Grant of Security Interest in Trademarks#page4.tif

**RELEASE OF CONFIRMATORY GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of September 13, 2019, by BANK OF THE WEST (the "Secured Party") in favor of GERAWAN FARMING LLC, a California limited liability company formerly known as Gerawan Farming Inc. (the "Grantor").

WHEREAS, the Grantor and the Secured Party, among others, are parties to that certain Credit Agreement dated as of June 30, 2006, and Amended and Restated Credit Agreement dated as of October 24, 2014 (each as amended, supplemented, extended, restated, or otherwise modified from time to time, together, the "Credit Agreement") pursuant to which the Lenders agreed, among other things, to extend to the Grantor certain credit accommodations;

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Trademark Security Agreement dated as of June 30, 2006 (the "Recorded Trademark Security Agreement"), and that certain Intellectual Property Security Agreement dated as of October 24, 2014 (collectively with the Recorded Trademark Agreement, and each as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Secured Party a security interest and lien on the trademarks owned by Grantor, including those listed on Exhibit A hereto;

WHEREAS, the Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") against certain of the Trademarks on July 20, 2006, at Reel 3351, Frame 0769; and

WHEREAS, with respect to the Trademarks, the Grantor has satisfied all of its obligations to the Secured Party and has requested that the Secured Party terminate and release all of its security interests in and liens on the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Termination and Release of Security Interest. The Secured Party hereby terminates, releases, and discharges all of its security interest in and liens on the Trademarks including but not limited to those identified in Exhibit A hereto, and the Secured Party hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to the Trademarks, effective as of the date set forth above. The Secured Party acknowledges that this Release may be filed along with any other necessary documentation with the USPTO or any other applicable governmental office to evidence the release granted herein at the sole expense of the Grantor. The Secured Party authorizes the Grantor (or its authorized representatives, including its legal counsel) to record this Release with the USPTO and other applicable registry at the sole expense of the Grantor and agrees to provide the Grantor with any information and additional authorization necessary (including, but not limited to, the execution, acknowledgment, procurement and delivery of any further documents and other acts as may reasonably be requested by the Grantor) to fully effectuate the release of the security interest in the Trademarks.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date first written above.

BANK OF THE WEST

By: 

Name: Allan Cellini

Its: Managing Director

Grantor's address:



Gerawan Farming LLC  
7108 N. Fresno Street, Suite 450  
Fresno, CA 93720  
Attn: Michele Noland




Secured Party's address:

Bank of the West, as Administrative Agent  
2035 Fresno Street, 2nd Floor  
Fresno, CA 93721  
Attn: \_\_\_\_\_

RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

**Exhibit A**

<b>Trademark</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>
PRIMA SWEET PERSONALLY SELECTED	Registered	1,585,993	Mar. 06, 1990	USA
PRIMA	Registered	1,441,378	Jun. 02, 1987	USA
LorAnn	Not Registered	N/A	N/A	N/A
MARKS & BRAND 	Registered	3,715,217	Nov. 24, 2009	USA
PRIMATRAK 	Registered	3,089,809	May 09, 2006	USA
PRIMATRAK	Registered	3,089,808	May 09, 2006	USA
PRIMATREADY READY TO EAT 	Registered	3,833,518	Aug. 17, 2010	USA
DULCE VALOR SWEET CALIFORNIA TABLE GRAPES 	Registered	3,777,055	Apr. 20, 2010	USA
PRIMA SWEET 	Registered	3,871,978	Nov. 09, 2010	USA
PRIMA	Registered	3,866,359	Oct. 26, 2010	USA
PRIMA	Registered	3,789,495	May 18, 2010	USA
PRIMA 	Registered	3,789,494	May 18, 2010	USA
SWEET VALUE	Registered	3,786,876	May 11, 2010	USA

Trademark	Status	Reg. No.	Reg. Date	Country
				
PRIMA 	Registered	3,592,505	Mar. 17, 2009	USA
PRIMA 	Registered	010205987	Mar. 01, 2016	European Community