

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551501

<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>
Paradise, Inc.		07/31/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gray & Company		
<b>Street Address:</b>	3325 West Polk Road		
<b>City:</b>	Hart		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49420		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2020140	DIXIE BRAND	
<b>Registration Number:</b>	1925647	MOR-FRUIT	
<b>Registration Number:</b>	2039628	PARADISE	
<b>Registration Number:</b>	2290757	SR	
<b>Serial Number:</b>	88135687	PARADISE HOLIDAY FRUIT	
<b>Serial Number:</b>	88136109	PENNANT HOLIDAY FRUIT	
<b>Serial Number:</b>	88136455	SUNRIPE HOLIDAY FRUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7038164100		
<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>	703-816-4000		
<b>Email:</b>	nixonptomail@nixonvan.com		
<b>Correspondent Name:</b>	Nixon & Vanderhye, PC		
<b>Address Line 1:</b>	901 N. Glebe Rd.		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22203		
<b>ATTORNEY DOCKET NUMBER:</b>	6484-1		
<b>NAME OF SUBMITTER:</b>	Joseph S. Presta		
<b>SIGNATURE:</b>	/Joseph S. Presta/		

OP \$190.00 2020140

<b>DATE SIGNED:</b>	12/02/2019
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 31, 2019, is made by PARADISE, INC. (“**Seller**”), a Florida corporation, in favor of GRAY & COMPANY (“**Buyer**”), an Oregon corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of April 15, 2019 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the Business (as defined in the Asset Purchase Agreement) connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s Business, or that portion of the Business to which the trademark pertains, and that Business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds due or payable for any period on or after the Closing (as defined in the Asset Purchase Agreement) with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon request of Buyer within six

months following the Closing and at Buyer's cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer, its affiliates and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer or any affiliate.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

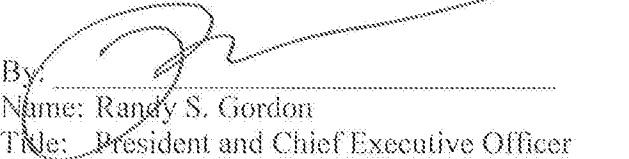
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

PARADISE, INC.

By:   
Name: Randy S. Gordon  
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

GRAY & COMPANY

By: \_\_\_\_\_  
Name: Timothy J. Benjamin  
Title: Treasurer

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006806 FRAME: 0659**

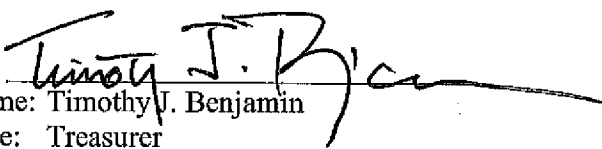
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Name: Randy S. Gordon  
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

GRAY & COMPANY

By:   
Name: Timothy J. Benjamin  
Title: Treasurer

[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 006806 FRAME: 0660

## SCHEDULE A

### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

#### Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
DIXIE BRAND (and Design)	U.S.	2,020,140	12/03/1996
Mor-Fruit and Design	U.S.	1,925,647	10/10/1995
Paradise & Design	U.S.	2,039,628	02/27/1997
SR and Design	U.S.	2,290,757	11/09/1999
Paradise & Design	Florida	T04080	10/14/1985

#### Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
Paradise HOLIDAY FRUIT	U.S.	(1)	88/135,687	09/28/2018
PENNANT HOLIDAY FRUIT	U.S.	(1)	88/136,109	09/28/2018
SUNRIPE HOLIDAY FRUIT	U.S.	(1)	88/136,455	09/28/2018

(1) Application filed pursuant to Section 1(b). No statement of use filed.