

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sierra Citrus Association		07/21/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Porterville Citrus, Inc.		
Street Address:	9289 Clemens Road		
City:	Terra Bella		
State/Country:	CALIFORNIA		
Postal Code:	93270		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6233175	HEALTH GIVER	
Registration Number:	3628801	STAR OF CALIFORNIA	
Registration Number:	0301721	LIFEGUARD	
Registration Number:	0574810	LILY	
Registration Number:	0520445	DISTINCTIVE	
Registration Number:	0323351	ENERGY	
Registration Number:	0263418	WASHINGTON	
Registration Number:	0262679	HEART OF CALIFORNIA EXETER CALIFORNIA	
Registration Number:	0230350	TRAIL	
Registration Number:	0520446	HEALTH GIVER	
Registration Number:	0519368	REFRESHING	
Registration Number:	0262678	STAR OF CALIFORNIA EXETER CALIFORNIA	
Registration Number:	0254768	CANYON	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	661-290-8700		
Email:	tm@sunkistgrowers.com		

CH \$340.00 6233175

Correspondent Name: R Scott Kimsey
Address Line 1: 27770 N Entertainment Drive
Address Line 4: Valencia, CALIFORNIA 91355

NAME OF SUBMITTER: R Scott Kimsey

SIGNATURE: /R Scott Kimsey/

DATE SIGNED: 12/05/2023

Total Attachments: 12

source=PCI Sierra Omnibus Amendment to PSA signed#page1.tif
source=PCI Sierra Omnibus Amendment to PSA signed#page2.tif
source=PCI Sierra Omnibus Amendment to PSA signed#page3.tif
source=Assignment and Assumption of Trademarks#page1.tif
source=Assignment and Assumption of Trademarks#page2.tif
source=Assignment and Assumption of Trademarks#page3.tif
source=Assignment and Assumption of Trademarks#page4.tif
source=Assignment and Assumption of Trademarks#page5.tif
source=Assignment and Assumption of Trademarks#page6.tif
source=Assignment and Assumption of Trademarks#page7.tif
source=Assignment and Assumption of Trademarks#page8.tif
source=Assignment and Assumption of Trademarks#page9.tif

**OMNIBUS AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT,
AND ASSIGNMENT AND ASSUMPTION OF TRADEMARKS**

This OMNIBUS AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT, AND ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Omnibus Amendment") is dated and effective as of July 21, 2023 (the "Effective Date"), by and between **SIERRA CITRUS ASSOCIATION**, a California corporation ("Seller"), and **PORTERVILLE CITRUS, INC.**, a California corporation ("Buyer"), in Porterville, California, as described below. Seller and Buyer are referred to singularly as a "party" on a generic basis and collectively as the "parties."

Recitals

A. Seller, as the seller, and Buyer, as the buyer, entered into the "Asset Purchase and Sale Agreement" dated March 6, 2023, as amended by: (i) the "First Amendment to Asset Purchase and Sale Agreement" dated April 4, 2023; (ii) the "Second Amendment to Asset Purchase and Sale Agreement" dated May 1, 2023; and, (iii) the "Third Amendment to Asset Purchase and Sale Agreement" dated June 19, 2023 (collectively, the "Purchase Agreement");

B. Unless otherwise indicated in this Omnibus Amendment, capitalized terms shall have the same definition and meaning in this Omnibus Amendment as in the Purchase Agreement;

C. The transaction contemplated by the Purchase Agreement closed and was consummated on the Effective Date. As part of the close and consummation of said transaction, Seller, as the assignor, and Buyer, as the assignee, entered into the "Assignment and Assumption of Trademarks" dated July 21, 2023 (the "Trademark Assignment")

D. The parties desire to amend the Purchase Agreement and also the Trademark Assignment to clarify, confirm and verify that the transaction included the purchase and sale of the goodwill of the Business (collectively, the "Goodwill") pursuant to the conditions, provisions and terms of this Omnibus Amendment;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which the parties acknowledge, the parties agree and contract to as follows:

Amendment

1. Amendments to the Purchase Agreement and the Trademark Assignment.

1.1. Amendments to the Purchase Agreement.

1.1.1. Amendment to Section 1.1, "Purchased Assets." The parties hereby amend, modify and otherwise revise Section 1.1, "Purchased Assets," of the Purchase Agreement to add the following at its end:

f. The goodwill of the Business, including, without limitation, that associated with the Trademarks (collectively, the "Goodwill").

1.1.2. Amendment to Schedule "5," "Allocation of the Purchase Price." The parties hereby amend, modify and otherwise revise Schedule "5," "Allocation of the Purchase Price," of the Purchase Agreement as follows: (i) the amount of One Hundred Dollars and No Cents (\$100.00) shall be allocated to the Goodwill; and, (ii) the amount allocated to miscellaneous equipment and tools shall be reduced from One Thousand Dollars and No Cents (\$1,000.00) to Nine Hundred Dollars and No Cents (\$900.00).

1.2. Amendments to the Trademark Assignment.

1.2.1. Recital "C." The parties hereby amend, modify and otherwise wholly revise the first (1st) sentence of Recital "C" of the Trademark Assignment to read as follows:

In conjunction with the Business, including its goodwill, Assignor is the owner of certain symbols, word and/or words, and their associated goodwill (collectively, the "Trademarks") that are either legally registered or established by use as representing the Business, and/or its products but unregistered.

1.2.2. Recital "D." The parties hereby amend, modify and otherwise wholly revise the first (1st) sentence of Recital "D" of the Trademark Assignment to read as follows:

As part of Assignor's sale of certain assets of the Business, including its goodwill, to Assignee, and Assignee's purchase of such assets from Assignor, the parties agreed that Assignor would assign the Trademarks to Assignee.

1.2.3. Section 1, "Assignment." The parties hereby amend, modify and otherwise wholly revise Section 1, "Assignment," of the Trademark Assignment to read as follows

For good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby assigns, conveys and otherwise transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, the goodwill associated therewith, free and clear of any Encumbrances, as of the Effective Date.

2. Affirmation of the Purchase Agreement and of the Trademark Assignment. The parties acknowledge and agree that except as set forth herein, the Purchase Agreement and also the Trademark Assignment, as both are amended by this Omnibus Amendment, are hereby affirmed and shall remain in full force and effect.

3. Binding Effect. This Omnibus Amendment shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, agents, assigns, attorneys, directors, employees, joint venturers, managers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, trustees and all others acting for, under, or in concert with it, including associations, corporations, joint ventures, limited liability companies, and general or limited partnerships, present, and future.

4. Entire Agreement; Modification. This Omnibus Amendment, the Purchase Agreement, the Trademark Assignment, and the other documents referenced in said documents contain the entire agreement between the parties and constitute an integration of the entire agreement, contract, promise and

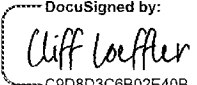
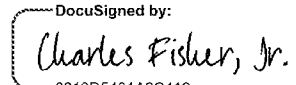
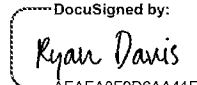
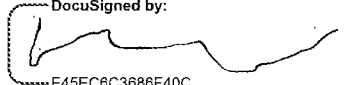
understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Omnibus Amendment, the Purchase Agreement, the Trademark Assignment, and the other documents referenced in said documents are expressly superseded hereby and have no further force or effect.

5. Further Assurances. Each party shall execute and deliver any and all additional papers, documents or other assurances and shall perform any further acts which may be reasonably necessary to carry out the intent of the parties and this Omnibus Amendment.

6. Time of Essence. Time is of the essence under this Omnibus Amendment.

7. Counterparts; Facsimile or .pdf Signatures. This Omnibus Amendment may be executed in two (2) or more separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract. This Omnibus Amendment may be signed and signatures transmitted by facsimile, .pdf, or other electronic means (e.g. DocuSign) and any such facsimile, .pdf or electronic copy shall be equivalent to a binding signed original for all purposes.

8. Effectiveness. This Omnibus Amendment shall become effective immediately after its execution and delivery by all the parties as of the Effective Date.

SELLER	BUYER
<p>SIERRA CITRUS ASSOCIATION, a California corporation</p> <p>DocuSigned by:  C9D8D3C8B02E40B</p> <p>By: _____ CLIFF LOEFFLER</p> <p>Its: Chief Executive Officer/President</p> <p>DocuSigned by:  6813D5404A6C410</p> <p>By: _____ CHARLES FISHER, JR.</p> <p>Its: Secretary</p>	<p>PORTERVILLE CITRUS, INC., a California corporation</p> <p>DocuSigned by:  AEAE40E9D6AA41E</p> <p>By: _____ RYAN DAVIS</p> <p>Its: President</p> <p>DocuSigned by:  E45EC8C3686F40C</p> <p>By: _____ STEWART W. FLEEMAN</p> <p>Its: Chief Financial Officer</p>

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment") is dated and effective as of July 21, 2023 (the "Effective Date"), by and between SIERRA CITRUS ASSOCIATION, a California corporation ("Assignor"), and PORTERVILLE CITRUS, INC., a California corporation ("Assignee"), who agree and contract in Porterville, California, as set forth below. Assignor and Assignee are sometimes referred to in this Agreement individually as a "party" on a generic basis and together as the "parties."

Recitals

This Assignment is made and entered into in reliance on the accuracy of the following facts and circumstances, which are acknowledged by the parties to be accurate, complete and true:

A. Assignor owns, and managed and operated, a Sunkist® citrus packinghouse, and is a member SUNKIST GROWERS, INC., a California agricultural cooperative. However, Assignor ceased operations and laid off all its employees on October 22, 2022 (the "Business");

B. Assignor believes it is in its best interests to convey substantially all of the assets of the Business (collectively, the "Purchased Assets") to Assignee pursuant to the "Asset Purchase and Sale Agreement" between the parties dated March 6, 2023 (the "Agreement"). Capitalized terms not otherwise defined in this Assignment have the definitions and meanings given them in the Agreement;

C. In conjunction with the Business, Assignor is the owner of certain symbols, word and/or words (collectively, the "Trademarks") either legally registered or established by use as representing the Business and/or its products but unregistered. A list of the Trademarks is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth at length;

D. As part of Assignor's sale of certain assets of the Business to Assignee, and Assignee's purchase of such assets from Assignor, the parties agreed that Assignor would assign the Trademarks to Assignee. In turn, the parties agreed that Assignee would assume the Trademarks upon the conditions, provisions and terms of this Assignment; and,

E. Assignor believes it is in its best interests to assign, convey and otherwise transfer the Trademarks to Assignee. In turn, Assignee believes that it would be in its best interests, and thus desires, to accept the Trademarks from Assignor;

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

Agreement

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby assigns, conveys and otherwise transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks free and clear of any Encumbrances, as of the

Effective Date.

2. Assumption. Assignee hereby accepts the foregoing assignment, conveyance and transfer of the Trademarks from and after the Effective Date. Said assignment and assumption is made on, and is subject to, all of the conditions, covenants, provisions and terms of this Assignment.

3. Covenants; Express Warranties.

3.1 Covenants. Assignor covenants that the list of the Trademarks attached hereto as Exhibit A is accurate and complete. Assignee covenants that it has not filed any trademarks either with the State of California, or internationally with the **WORLD INTELLECTUAL PROPERTY ORGANIZATION**, an international public agency, pursuant to the "Madrid Agreement and Protocol Concerning the International Registration of Marks (Form MMS(E))" except as reflected in Exhibit A.

3.2 Express Warranties Regarding the Trademarks. The parties agree that the assignment of the Trademarks by Assignor to Assignee, and Assignee's assumption and acceptance of same from Assignor, is subject to the following express warranties: (i) Assignor is the holder and registered owner of the Trademarks; (ii) to the best of Assignor's knowledge, the Trademarks are in full force and effect and are currently registered with all applicable government agencies; and, (iii) to the best of Assignor's knowledge, Assignor is not aware of any actual or threatened interference with, unauthorized use of, or other infringement of the Trademarks.

4. Indemnification.

4.1 By Assignor. To the maximum extent permitted under the laws of the State of California, Assignor shall indemnify, hold harmless and defend Assignee against any and all administrative or legal proceedings, claims, costs, debts, deficiencies, duties, expenses, fees, injuries, liabilities, losses, obligations, penalties, recoveries, or responsibilities, including, without limitation, attorney's fees and disbursements, arising out of, concerning or related in any way to the Trademarks prior to the Effective Date. Assignee may participate in the defense of any claim or suit without relieving Assignor of any obligations hereunder, including, without limitation, attorney's fees and costs.

4.2 By Assignee. To the maximum extent permitted under the laws of the State of California, Assignee shall indemnify, hold harmless and defend Assignor against any and all administrative or legal proceedings, claims, costs, debts, deficiencies, duties, expenses, fees, injuries, liabilities, losses, obligations, penalties, recoveries, or responsibilities, including, without limitation, attorney's fees and disbursements, arising out of, concerning or related in any way to the Trademarks from and after the Effective Date. Assignor may participate in the defense of any claim or suit without relieving Assignee of any obligations hereunder, including, without limitation, attorney's fees and costs.

5. Material Condition Precedent to This Assignment. The parties acknowledge and agree that this Assignment is expressly conditioned upon, and shall not become effective unless and until, the parties consummate the transaction contemplated by the Agreement on the Effective Date. The parties also agree that this Assignment shall be immediately void and of no further force or effect if said express condition is not satisfied on the Effective Date.

6. Assignment of Trademarks. To effectuate the proper assignment and registration of the Trademarks, and contemporaneously with the execution and delivery of this Assignment, the parties agree that Assignor shall complete, execute and file with the **UNITED STATES PATENT AND TRADEMARK OFFICE**, a federal public agency, the "Recordation Form Cover Sheet, Trademarks Only (Form PTO-1594)" with regard to the "US Trademarks" (as defined in Exhibit A of this Assignment). The charges, costs, expenses and fees associated with the filing and/or registration of the assignment of the

Trademarks described in this Section 6 shall be paid by Assignee with no right of reimbursement from Assignor.

7. Enforceability. The rights granted to the parties are of a special and unique kind and character, and if there were a breach by any party of any material provision of this Assignment, the other party would not have any adequate remedy at law. It is expressly agreed that the rights of the parties may be enforced by any action for specific performance and such other equitable remedies as provided under the laws of the State of California.

8. Remedies Not Exclusive. Any party's use of any remedy specified herein for the enforcement of this Assignment is not exclusive and shall not deprive such party of, or limit the application of, any other remedy provided by law, at equity or otherwise.

9. Attorneys' Fees and Costs. In the event of any action at law or in equity between the parties to enforce or interpret this Assignment, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred therein by such successful party and, if such successful party shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees and disbursements may be included in and as a part of such judgment. The successful party shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, then the successful party shall be determined by the court. For the purpose of this Section, the term "attorneys' fees and disbursements" shall include, but not be limited to, fees and disbursements incurred in connection with the following: (i) contempt proceedings; (ii) discovery; (iii) any motion, proceeding or other activity of any kind or nature in connection with a bankruptcy proceeding or case arising out, concerning or related in any way to any petition under Title 11 of the United States Code, as the same shall be in effect from time to time, or any similar law; (iv) garnishment, levy, and debtor and third party examinations; and, (v) postjudgment motions, proceedings or activity of any kind or nature, including, without limitation, any activity taken to collect or enforce any judgment.

10. Waiver. No waiver of any default or failure or delay to exercise any right or remedy by a party shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

11. Notices. All notices, demands, or other communications that either party desires or is required or permitted to give or make to the other party under or pursuant to this Assignment (collectively referred to as "notices") shall be made or given in writing and shall either be: (i) personally served; (ii) sent by registered or certified mail, postage prepaid; (iii) sent by telex or facsimile ("fax") or e-mail; or, (iv) sent by a nationally recognized overnight delivery service or courier (such as Federal Express). All notices shall be addressed or faxed or e-mailed to or personally served on the parties as set forth in the signature blocks. Notices given by a party pursuant to the alternative methods described in this Section 11 shall be deemed to have been delivered to and received by the other party at the following times: (a) for notices personally served, on the date of hand delivery to the other party or its duly authorized employee, representative, or agent; (b) for notices given by registered or certified mail, on the date shown on the return receipt as having been delivered to and received by the other party or parties; (c) for notices given by fax or e-mail, on the date the notice is faxed or e-mailed to the other party or parties; provided, however, that notices given by fax shall not be effective unless either: (i) a duplicate copy of such faxed or e-mailed notice is promptly given by first-class mail, postage prepaid, and addressed as provided above; or, (ii) the sending party's facsimile equipment or computer is capable of providing a written confirmation of the receiving party's receipt of such notice; provided further, however, any notice given by fax or e-mail shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a nonbusiness day; or, (d) for notices delivered by overnight courier, on the next business day after same has

been deposited with the courier as evidenced by the receipt provided by such courier to the party giving notice. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 11, and that any person to be given notice actually receives such notice. A party may change or supplement its designated agent, address, or fax number or e-mail address given above, or designate additional agents, addresses or fax numbers or e-mail addresses for notice purposes, by giving notice to the other party in the manner set forth in this Section 11, provided that any such address change shall not be effective until five (5) days after the notice is delivered or received by the other party.

12. Further Assurances. Assignor covenants and agrees that it will, at any time and from time to time, execute, acknowledge, and deliver any and all other deeds, assignments, transfers, conveyances, powers of attorney, or other instruments that Assignee deems reasonably necessary or proper to carry out the assignments, conveyances and assumptions intended to be made hereunder. Similarly, Assignee covenants and agrees that it will, at any time and from time to time, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney, or other instruments that Assignor deems reasonably necessary or proper to carry out the assignments, conveyances and assumptions intended to be made hereunder.

13. Binding Effect. This Assignment shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, administrators, agents, attorneys, beneficiaries, conservators, custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, managers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, trustees and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, present and future.

14. No Third-Party Beneficiary. This Assignment is made for the sole benefit of the parties and their respective successors and assigns and no other person or persons shall have any right of action hereon.

15. Entire Agreement; Modification. This Assignment, the Agreement and the other documents described therein contain the entire agreement between the parties and constitute an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Assignment are expressly superseded hereby and have no further force or effect, except for the Agreement and the other documents described in this Assignment and the Agreement. This Assignment may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties. In the event of a conflict between this Assignment and the Agreement, this Assignment shall control, govern, take precedence and otherwise prevail.

16. Governing Law; Venue. This Assignment shall be construed, enforced, governed by, interpreted and performed pursuant to the internal laws, and not the law of conflicts, of the State of California applicable to agreements, contracts and understandings made and to be performed in such state. The parties also agree that this Assignment is made and to be performed in Tulare County, California, and therefore that the only proper venue for any litigation shall be the Tulare County Superior Court.

17. Construction. Unless the provisions or context otherwise require, this Section 17 shall govern the construction and interpretation of this Assignment and all documents executed and delivered pursuant to it. The captions of this Assignment's sections do not in any manner define their scope, meaning or intent of this Assignment and all of documents executed and delivered pursuant to this Assignment. All exhibits referred to in this Assignment or any documents executed and delivered pursuant to this

Assignment are deemed to be incorporated by reference as if fully set forth at length. Unless the provisions of this Assignment or the context require otherwise, the definitions contained in this Assignment shall govern the construction and interpretation of this Assignment and also all documents executed and delivered pursuant to this Assignment. Whenever any reference is made to any law, such reference shall apply to all amendments and additions thereto heretofore or hereafter made. The present tense includes the past and future tenses, and the future tense includes the present tense. The masculine, feminine or neuter gender shall be deemed to include the other. The singular or plural number shall be deemed to include the other. The words "shall" and "agrees" are mandatory, and "may" is permissive. The term "person" includes individuals, corporations, partnerships, trusts and other entities and associations. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written." Locative adverbs such as "herein," "hereto" and "hereunder" shall refer to this Assignment in its entirety and not to any particular paragraph, provision or section. The parties acknowledge that each party and its counsel, if applicable, have reviewed and revised this Assignment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment or any amendments or exhibits hereto. The parties acknowledge, understand and agree that their respective agents and representatives executing this Assignment on behalf of each of the parties are learned and conversant in the English language, and that the English language shall control the construction, enforcement, governance, interpretation and performance of this Assignment.

18. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19. Time of the Essence. Time is of the essence under this Agreement.

20. Separate Counterparts; Facsimile & Electronic Signatures. This Assignment shall be executed in two (2) or more separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract. This Assignment may be signed and signatures transmitted by facsimile, and any such facsimile copy shall be equivalent to a binding signed original for all purposes. This Assignment also may be executed electronically, whether using an electronic signature and delivery service such as DocuSign or eSignLive, or by use of electronically copied/saved and transmitted executed documents, such as by emailing a PDF of the signed document. The parties expressly agree that the actual execution and delivery of this Assignment specifically shall be governed by the Electronic Signatures in Global and National Commerce Act (ESIGN), 15 United States Code Section 7001 et seq., and the governing law applicable to the remainder of this Assignment shall be as otherwise stated herein.

[SIGNATURES ON THE NEXT PAGE; REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

21. Effectiveness. This Assignment shall become effective as of the Effective Date upon its execution and delivery by all of the parties.


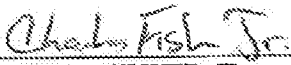

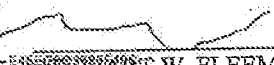


ASSIGNOR	ASSIGNEE
<p>SIERRA CITRUS ASSOCIATION, a California corporation</p> <p>By:  CLIFF LOEFFLER Its: Chief Executive Officer/President</p> <p>By:  CHARLES FISHER, JR. Its: Secretary</p>	<p>PORTERVILLE CITRUS, INC., a California corporation</p> <p>DocuSigned by: By:  RYAN DAVIS Its: President</p> <p>DocuSigned by: By:  STEWART W. FLEEMAN Its: Chief Financial Officer</p>
<p>Mr. Cliff Loeffler Chief Executive Officer/President SIERRA CITRUS ASSOCIATION 715 East Tulare Road Lindsay, California 93247 Telephone No. 559.562.2577 E-Mail: cloeffler@ocsnet.net</p>	<p>Mr. Stewart W. Fleeman Chief Financial Officer PORTERVILLE CITRUS, INC. 9289 Clemens Road Terra Bella, California 93270 & P.O. Box 10180 Terra Bella, California 93270 Telephone No. 559.535.2200 E-Mail: sfleeman@portervillecitrus.com</p>

EXHIBIT A

The Trademarks

NAME	GRADE	SERIAL NO.	REGISTRATION NO. IF REGISTERED	DEPICTION OF THE TRADEMARK	REGISTRATION RENEWAL DATE	CLASS NO.
REGISTERED - LIVE						
HEALTH GIVER	Choice	88948021	623175	HEALTH GIVER	12/29/30	031
STAR OF CALIFORNIA	Sunkist	78642149	3628801	STAR OF CALIFORNIA	05/26/29	031
LIFEGUARD	Choice	71321113	301721	LIFEGUARD	05/14/23	031
LILY	Sunkist	71554968	574810	LILY	05/26/23	031
DISTINCTIVE	Choice	71562212	520445	DISTINCTIVE	01/31/30	031
ENERGY	Sunkist	71359662	323351	ENERGY WASHINGTON	04/09/25	031
WASHINGTON	Sunkist	71285070	263418		11/05/29	031
HEART OF CALIFORNIA EXETER CALIFORNIA	Sunkist	71285068	262679	Heart of California 	10/22/29	031





NAME	GRADE	SERIAL NO.	REGISTRATION NO. IF REGISTERED	DEPICTION OF THE TRADEMARK	REGISTRATION DATE, RENEWAL DATE (IF ANY)	CLASS NO.
REGISTERED -- DEAD						
TRAIL		71234537	230350	Trail		
HEALTH GIVER		71562213	520446	HEALTH GIVER		
REFRESHING		71546794	519368	Refreshing		
STAR OF CALIFORNIA EXETER CALIFORNIA		71285069	262678	Star of California 		
CANYON		71244891	254768	Canyon 		
UNREGISTERED						
SUNNY PEARL	Universal					
TRIBUTE	Choice					

TABLE CONTINUED ON THE NEXT PAGE; REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IMAGE	LABEL	STATUS	COUNTRY	APPLICATION DATE	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
	ENERGY	Registered	Canada			12/26/1979	NS4582
	ENERGY	Registered	China	04/14/2000	2000048553	06/28/2001	1594704
	ENERGY & Design	Registered	Hong Kong	02/4/2021	305527459	02/4/2021	305527459
	LIFEGUARD	Registered	Hong Kong	04/12/2019	304890394	04/12/2019	304890394
	ENERGY & Design	Registered	Japan	01/6/2022	2022-000996	8/10/2022	6599276
	HEART OF CALIFORNIA	Registered	Japan	11/11/1988	127696/88	09/30/1991	2337198
	LIFEGUARD	Registered	Japan	02/01/2021	2021-011187	08/2/2021	6423832
	LIFEGUARD	Filed	Malaysia	12/09/2020	TM2020029419		
	LIFEGUARD	Registered	Singapore	12/10/2020	40202025883U	12/10/2020	40202025883U
	LIFEGUARD	Registered	Taiwan	12/15/2020	109088826	06/01/2021	2144834

FOREIGN REGISTERED -- LIVE