

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agreement and Assignment of Service Mark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilkinson Greenleaf, Inc.		03/06/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Oakville Produce Partners, LLC		
Street Address:	1955 Jerrold Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94124		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1769000	GREENLEAF	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	67350.1044		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		
Date:	03/13/2008		

CH \$40.00 1769000

Total Attachments: 2

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AGREEMENT AND ASSIGNMENT OF SERVICE MARK

This Assignment Agreement ("Assignment") is made as of March 6, 2008, by and between Wilkinson Greenleaf, Inc., a California corporation ("Assignor"), and Oakville Produce Partners, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of February 29, 2008 (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to transfer, and Assignee has agreed to acquire, certain of the assets of Assignor, all as more specifically set forth in the Asset Purchase Agreement. All capitalized terms used and not otherwise defined in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Assignor has adopted, used and is using the service mark GREENLEAF relating to "wholesale distributorship featuring specialty and organic produce", for which it holds Federal Service Mark Registration No. 1,769,000, issued as of May 4, 1993, deemed incontestable as of May 3, 2000, and renewed as of July 9, 2003, with re-renewal due on or before May 4, 2013 (the "Service Mark").

C. Assignor desires to transfer, and Assignee desires to acquire, all of Assignors rights in and to the Service Mark.

AGREEMENT

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

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Service Mark, with the goodwill attaching to said Service Mark, and with the right to recover for past infringement of said Service Mark.

2. Assignee hereby accepts the assignment and transfer of all of Assignor's right, title and interest in and to the Service Mark, with the goodwill attaching to said Service Mark, and the right to recover for past infringement of said Service Mark.

3. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original but which taken together shall constitute one and the same Assignment.

[Signature page follows immediately]

IN WITNESS WHEREOF, the undersigned have executed this Assignment, effective as of the date first above written.

ASSIGNOR:

WILKINSON GREENLEAF, INC.,
a California corporation

By: 
Name: William F. Wilkinson
Title: President

ASSIGNEE:

OAKVILLE PRODUCE PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Jeffrey D. Gargiulo
Title: Chief Executive Officer