

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAL Inc.		04/11/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Grapeman Farms, LP		
Street Address:	c/o Teays River Investments		
Internal Address:	111 Congressional Boulevard, Suite 115		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1637053	FLAMINGO	
Registration Number:	0643359	SALL-N-ANN	
CORRESPONDENCE DATA			
Fax Number:	(212)446-6460		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23949-5		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

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TRADEMARK
REEL: 004530 FRAME: 0867

Date:

04/28/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of April 11, 2011, by **FAL, Inc.**, a California Corporation ("*Assignor*"), in favor of **Grapeman Farms, LP**, a Delaware limited partnership ("*Assignee*"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to trademark registrations and applications for registration, including, without limitation, the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "*Marks*");

WHEREAS, Assignor and Grapeman Holdings, LLC, a Delaware limited liability company ("*Holdings*"), are parties to the Asset Purchase and Contribution Agreement dated April 11, 2011 (as amended from time to time, the "*Purchase Agreement*") pursuant to which Assignor has agreed to transfer to Holdings and/or its Subsidiaries certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

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

1. Assignor hereby grants, sells, conveys, assigns, transfers and delivers to Assignee the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue and bring other claims for past, present and future infringement, misappropriation, unfair competition, dilution or other violation of any of the foregoing, and all rights to recover damages (including attorneys' fees and expenses) or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any

applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.
4. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
5. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. In the event of any conflict between any provision of this Assignment and any provision of the Purchase Agreement, the Purchase Agreement shall govern.

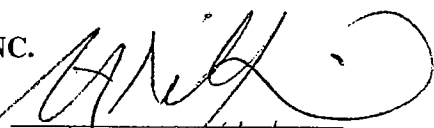
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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

FAL, INC.

By: 
Name: Steven Giffenbarn
Title: CEO

Acknowledgement:

GRAPEMAN FARMS, LP

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

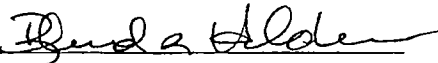
FAL, INC.

By: _____
Name: _____
Title: _____

Acknowledgement:

GRAPEMAN FARMS, LP

By: Grapeman Farms GP, LLC
Its: General Partner

By: 
Name: Richard R. Halderman
Title: President

Schedule A
to Trademark Assignment

Mark	Registration #	Registration Date	Owner	Status	Jurisdiction
Flamingo	1,637,053	3/5/91	FAL Inc.	Registered	U.S.
Sall-N-Ann	643,359	3/26/57	FAL Inc.	Registered	U.S.