

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty Gold Fruit Company, Inc.		02/10/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Liberty Foods Trading Company, LLC		
Street Address:	631 N. Cluff Avenue		
City:	Lodi		
State/Country:	CALIFORNIA		
Postal Code:	95240		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	71125713	DAUFUSKI	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	209-367-6271		
Email:	mshulman@pcoastp.com		
Correspondent Name:	Mona Shulman		
Address Line 1:	631 N. Cluff Avenue		
Address Line 4:	Lodi, CALIFORNIA 95240		
NAME OF SUBMITTER:	Mona Shulman		
Signature:	/Mona Shulman/		
Date:	02/11/2014		
Total Attachments: 13			

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TRADEMARK
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ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK is made this 10th day of February, 2014 (the "Agreement"), by and between LIBERTY GOLD FRUIT COMPANY, INC., a California corporation (the "Assignor"), and LIBERTY FOODS TRADING COMPANY, LLC, a California limited liability company (the "Assignee").

WHEREAS, Assignor is the current owner of the following trademarks (the "Trademark") now registered in the U.S. Patent and Trademark office:

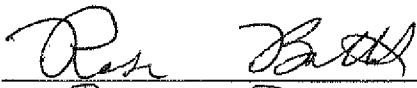
TRADEMARK	US REGISTRATION NO.	REGISTRATION DATE
Daufuski 	0134254	August 24, 1920

WHEREAS, Assignee, having its principal offices at 631 N. Cluff Avenue, Lodi, California 95240, desires to acquire, and the Assignor wishes to assign, the Trademark and the registration pursuant to the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to said Trademark, together with the goodwill symbolized by the Trademark and the registration thereof.

ASSIGNOR:

LIBERTY GOLD FRUIT COMPANY, INC.,
a California corporation

By: 
Name: RALPH BATTAT
Title: PRESIDENT

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "**Agreement**") is made and entered into effective as of the 10th day of February, 2014 ("**Effective Date**"), by and between Liberty Gold Fruit Company, Inc., a California corporation ("**Licensor**"), and Liberty Foods Trading Company LLC, a California limited liability company ("**Licensee**").

A. Licensor and Licensee are parties to that certain Asset Purchase Agreement dated as of December 17, 2013 as amended by that certain First Amendment to Asset Purchase Agreement, dated as of January 10, 2014 (as amended, the "**Asset Purchase Agreement**") pursuant to which Licensor agreed to sell certain assets to Licensee. Capitalized terms not otherwise defined herein shall have the definition as provided in the Asset Purchase Agreement.

B. Licensor currently owns all right, title and interests in those certain tradenames, trademarks, logos, and other intellectual properties identified within Exhibit A, attached and incorporated herein by reference.

C. Licensee wishes to license from Licensor the right to use those certain tradenames, trademarks, logos, and other intellectual properties, including the trademark "Liberty Gold," in connection with Licensee's importation of and marketing and sale in Canada, the United States and its possessions of the Products (as defined below).]

D. Pursuant to the Asset Purchase Agreement and as a condition to Closing (as defined therein), Licensor has agreed to license to Licensee certain tradenames, trademarks, logos, and other intellectual properties, including the trademark "Liberty Gold," subject to certain restrictions.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

1.2 "**Gross Revenue**" shall mean the invoice price FOB warehouse less all of the following: (a) sales, use, value added, excise and other taxes and duties, and (b) direct selling expenses.

1.3 "**Royalty-Free Term**" shall mean the period from the date hereof through and including May 31, 2014.

1.4 "**Products**" shall mean the Inventory acquired by Licensee from Licensor under the Asset Purchase Agreement and other fruit and vegetable products sold by Licensee.

1.5 “**Royalties**” shall mean two percent (2%) of the Gross Revenue received by Licensee from the sale of Products.

1.6 “**Trademark**” shall mean those tradenames, trademarks, logos and other intellectual properties set forth on Exhibit A hereto.

1.7 “**Territory**” shall mean the countries of Canada and the United States and its possessions.

2. TRADEMARK LICENSE

2.1 License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, under the rights Licensor has or may have in the Trademark, an exclusive license to reproduce, use, and display the Trademark solely in connection with Licensee’s importation and marketing and sale of Products in the Territory, which license shall be royalty-free during the Royalty-Free Term. In no event shall Licensee use the Trademark other than in connection with the importation, marketing and sale of Products.

2.2 Exclusivity. For as long as this Agreement is effective, Licensor shall not license the Trademark in the Territory to any other person.

2.3 Ownership.

2.3.1 Except as disclosed on Exhibit A attached hereto; Licensor warrants and represents that: (a) Licensor is the legal and beneficial owner of all right, title and interest in and to the Trademarks and associated registrations and has good title thereto, free and clear of any and all security interests or other encumbrances; (b) Licensor has the right and authority to enter this Agreement and grant the license granted herein; (c) there are no other assignments, consents or agreements with any third party in conflict with this Agreement; (d) the Trademarks do not infringe any valid right of any third party; (e) Licensor has no actual knowledge that the Trademarks are infringed by any third party; (f) the Trademarks and any registrations thereof are valid, subsisting and enforceable; and (g) no claim is pending or, to the knowledge of Licensor, threatened to the effect that the present or past operations of Licensor infringes or conflicts with the asserted rights of others in respect of the Trademark and no claim is pending or, to the knowledge of Licensor, threatened to the effect that the Trademark is invalid or unenforceable.

2.3.2 Licensee acknowledges that Licensor is the sole owner of all right, title and interest in and to the Trademark, and that Licensee has not acquired, and will not acquire any ownership rights therein. Licensee shall not challenge the validity of the Trademark, nor shall Licensee challenge Licensor’s ownership of the Trademark or the enforceability of Licensor’s rights therein.

2.4 Restrictions on Use.

2.4.1 Licensee agrees that the manner of use and display of the Trademark shall be consistent with how such Trademark has previously been used in the sale, distribution and

promotion of fruit and vegetables by Licensor, or as otherwise approved in advance in writing by Licensor, which approval will not be unreasonably withheld or delayed.

2.4.2 Licensee shall not reproduce or use (or authorize the reproduction or use of) the Trademark in any manner whatsoever other than as expressly authorized by this Agreement.

2.4.3 In connection with the use of the Trademark on or in any Product, or related documentation, advertising or other materials bearing the Trademark, Licensee shall: (a) mark each use with the trademark symbol “®” or “™”, or the equivalent thereof in the country in which the Product or related materials are distributed, and (b) either (i) include a trademark notice in the following form: “[Trademark] is a registered trademark of Liberty Gold Fruit Company, Inc.” or (ii) place an asterisk immediately after and slightly above the use of the Trademark, referring to a footnote reading “Trademark of Liberty Gold Fruit Company, Inc.” or the equivalent thereof in the country in which the Products are distributed. The “®” and the reference to “registered” shall be used in those jurisdictions where the Trademark is registered.

2.4.4 Except for inventory on hand or in transit, the Licensee shall replace the name of the distributor shown on the label from Liberty Gold Fruit Co. Inc to Liberty Foods Trading Company LLC.

2.5 Maintenance Renewal and Enforcement.

2.5.1 Licensee agrees to cooperate at Licensor’s sole expense with Licensor’s preparation and filing of any applications, renewals, or other documentation required to protect Licensor’s intellectual property rights in the Trademark in the Territory and Licensee’s rights in the Trademark.

2.5.2 Licensee shall promptly notify Licensor should Licensee become aware of the infringement of Licensor’s rights in the Trademark by any third party and shall cooperate in good faith and render any and all assistance reasonably requested by Licensor at Licensor’s sole expense to initiate, pursue or settle any resulting claim.

2.5.3 Licensor shall take such other steps as may reasonably be requested by Licensee to evidence Licensee’s rights in the Trademark.

3. LICENSE FEE

3.1 Payment of Royalties. In consideration for the license granted in this Agreement, after the Royalty-Free Term, Licensee shall pay Royalties to Licensor.

3.2 Statements. Licensee shall deliver to Licensor on a quarterly basis, commencing with the first quarter ending following the Royalty-Free Term, a detailed written statement of the Royalties due to Licensor for such quarter, which statement shall include the number and type of Products sold by Licensee and the Gross Revenue received by Licensee for such Products. Each statement shall be delivered to the Licensor within sixty (60) days following the end of each quarterly period, commencing with the statement to be delivered October 30, 2014.

3.3 Payment. Concurrently with the delivery of each quarterly statement required by Section 3.2, the Licensee shall remit any payment due for such quarter. All payments shall be made in United States dollars at Licensor's address as indicated in this Agreement or, upon prior written notice to Licensee received by Licensee no later than 30 days prior to the payment due date, at such other address as Licensor may indicate or by wire transfer to a bank and account number designated by Licensor.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence as of the Effective Date, and subject to earlier termination in accordance with Section 6.2 or upon the mutual agreement of the parties, shall continue until the first anniversary of the Effective Date (the "**Initial Term**"). At the end of the Initial Term, the term of this Agreement shall renew for successive one (1) year terms (the "**Extended Term**" and together with the Initial Term, the "**Term**") unless either party terminates it in writing no later than sixty (60) days prior to the end of the then-existing Term.

4.2 Termination by Either Party for Cause. Either party will have the right to terminate this Agreement upon written notice to the other party at any time if: (i) the other party is in material breach of any term of this Agreement which breach is not susceptible to cure; (ii) the other party is in material breach of any other term of this Agreement, which breach is susceptible to cure, and the breaching party fails to commence taking steps necessary to cure the breach within thirty (30) days after receiving written notice of such breach from the nonbreaching party and to diligently pursue the cure through to completion; or (iii) the other party (A) becomes insolvent; or (B) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition or general assignment for the benefit of creditors that is not dismissed with prejudice within sixty (60) days after the institution thereof.

4.3 Effect of Termination. Upon termination of this Agreement, each party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that the provisions listed in Section 6.5 below will survive such termination. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and any such termination of this Agreement by a party will be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

4.4 Use of Trademark After Termination. From and after termination of this Agreement, Licensee shall cease and desist from all use, reproduction, or other distribution of any material which bears the Trademark; provided, however, that Licensee may sell from inventory any branded Products already bearing the Trademark on the date of termination. Royalty will continue to be due for all such sales.

4.5 Survival. Sections 2.3, 2.5, 3.1 (to the extent Products have been sold by Licensee prior to termination or expiration of this Agreement after the Royalty-Free Term), 4, 5 and 6 shall survive termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 By Licensee. Licensee, at its own expense, shall indemnify, hold harmless and defend Licensor, its affiliates or assignees, and their directors, officers, employees and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorney's fees and expenses, to the extent that it results from (a) Licensee's breach of this Agreement or (b) a claim that any Product other than the Purchased Assets has caused injury to or the death of any person or damage to any property; provided, however, that nothing herein shall be deemed to require Licensee to indemnify Licensor for its own gross negligence or willful misconduct.

5.2 By Licensor. Licensor, at its own expense, shall indemnify, hold harmless and defend Licensee, its affiliates or assignees, and their directors, officers, employees and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorney's fees and expenses, to the extent that it is: (a) based on a claim arising out of the use of the Trademark by Licensor; (b) arising out of any claim that Licensee's use of the Trademark constituting an infringement of a third party's rights; or (c) resulting from a breach of Licensor's duties or representations and warranties under this Agreement; provided, however, that nothing herein shall be deemed to require Licensor to indemnify Licensee for its own gross negligence or willful misconduct.

5.3 Insurance. Licensee shall cause Licensor to become an additional insured on Licensee's policy of liability insurance with a minimum amount of \$500,000 and on Licensee's policy of commercial umbrella insurance with a minimum amount of \$1,000,000. Upon Licensor's reasonable request, Licensee shall provide Licensor with a certificate of insurance demonstrating that Licensor has complied with this Section 5.3.

6. MISCELLANEOUS

6.1 Expenses; Taxes. Except as otherwise provided in this Agreement, each party shall each be responsible for its respective expenses, including payment of taxes, incurred in the course of exercising its rights and responsibilities under this Agreement.

6.2 Further Assurances. The parties hereto shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

6.3 Notice. All notices and other communications under this Agreement shall be in writing and shall be deemed given upon receipt if delivered personally; mailed by registered or certified mail, postage pre-paid, return receipt requested; sent by fax; or delivered by an express courier with confirmation, to a party at the following address, marked for the attention of the person stated below, or to such other address or person as a party may from time to time notify the other party pursuant to this Section 8.3.

Licensor: Liberty Gold Fruit Company, Inc.
500 Eccles Avenue
South San Francisco, CA 94080
Attention: Frank Battat, Ralph Battat, Harry Battat
Fax: (650) 583-4770

with a copy to: Richard L. Greene
Greene Radovsky Maloney Share & Hennigh LLP
Four Embarcadero Center, Suite 4000
San Francisco, CA 94111
Fax: (415) 777-4961

Licensee: Liberty Foods Trading Company LLC
c/o: Pacific Coast Producers
631 N. Cluff Avenue
Lodi, California 95240
Attention: Dan Vincent
Fax: (209) 339-8815

with a copy to: Farella, Braun & Martel LLP
235 Montgomery Street, 17th Floor
San Francisco, California 94104
Attention: Daniel E. Cohn, Esq.
Fax: (415) 954-4480

6.4 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations, discussions, understandings, negotiations, and agreements relating to the subject matter hereof. This Agreement shall not be amended or modified except by a written agreement subsequent to the Effective Date and signed on behalf of the parties by their respective authorized representatives.

6.5 Governing Law. This Agreement shall be governed by, construed in accordance with and interpreted under the laws of the State of California.

6.6 Injunctive Relief. Each party acknowledges that a breach of its obligations under this Agreement would cause the other irreparable damage. Accordingly, the parties agree that in the event of such breach or threatened breach, in addition to remedies at law, they shall each have the right to injunctive or other equitable relief to prevent violations of its obligations hereunder.

6.7 Waiver. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

6.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not render this Agreement illegal, invalid, or unenforceable as a whole. In such event, the other provisions shall remain in full force and effect, and the illegal, invalid or unenforceable provision shall be deemed replaced by a provision that most nearly reflects the intent of the parties in entering into this Agreement.

6.9 Relationship of Parties. The parties to this Agreement are independent contractors. Except as set forth in this Agreement, neither party shall have the right to bind, represent, or act for the other party. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as giving either party the right to control the business of the other party.

6.10 Assignments. Unless otherwise specified herein, neither party may assign its rights under this Agreement without the other's prior written consent.

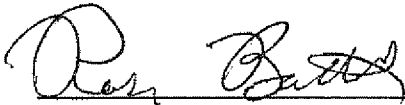
6.11 Counterparts. This Agreement may be executed in one or more counterparts, with the same effect as if the parties hereto had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together, and shall constitute one Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party that he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties hereto have executed this Agreement as of the Effective Date.

Licensor:

LIBERTY GOLD FRUIT COMPANY, INC.,
a California corporation



(Signature)

RALPH BATTAT

(Print)

PRESIDENT

(Title)

1-30-2014

(Date)

Licensee:

LIBERTY FOODS TRADING COMPANY
LLC,
a California limited liability company

By: Pacific Coast Producers, its Sole Member

(Signature)

Dan Vincent

(Print)

President and CEO

(Title)

(Date)

[Signature Page to Trademark License Agreement]

IN WITNESS WHEREOF, each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party that he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties hereto have executed this Agreement as of the Effective Date.

Licensors:

LIBERTY GOLD FRUIT COMPANY, INC.,
a California corporation

Licensee:

LIBERTY FOODS TRADING COMPANY
LLC,
a California limited liability company


By: Pacific Coast Producers, its Sole Member

(Signature)

(Print)

(Title)

(Date)



(Signature)

Dan Vincent

(Print)

President and CEO

(Title)

January 31, 2014

(Date)

[Signature Page to Trademark License Agreement]

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TRADEMARK
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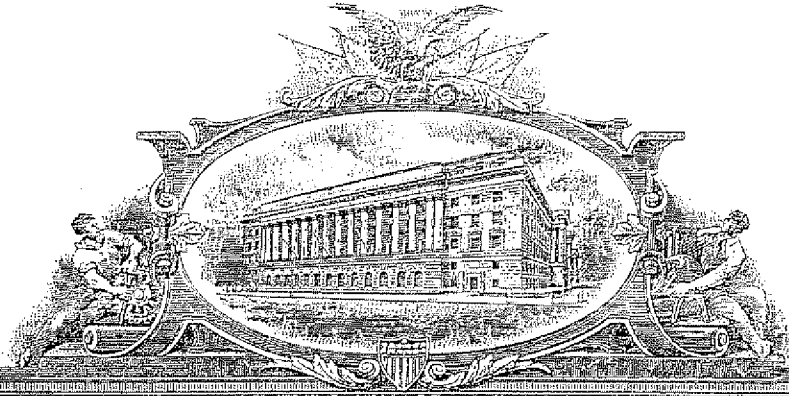
EXHIBIT A
TRADEMARKS

[Insert Manifestations of Trademark]

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods/Services</u>
LIBERTY GOLD	696,557	11-20-1987	MEAT, FISH, POULTRY PROCESSED FRUITS AND VEGETABLES IN CLASS 29

7309374



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

August 04, 2011

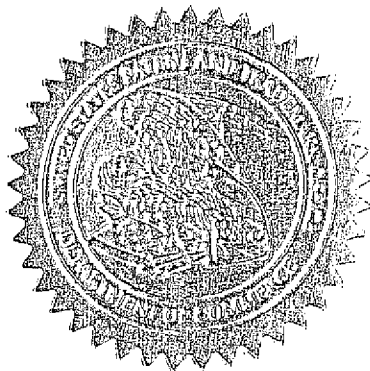
THE ATTACHED U.S. TRADEMARK REGISTRATION 1,534,500 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 20 YEARS FROM *April 11, 1989*
1st RENEWAL FOR A TERM OF 10 YEARS FROM *April 11, 2009*
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:
REGISTRANT

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office


N. WILLIAMS
Certifying Officer



TRADEMARK
REEL: 005214 FRAME: 0207

Int. Cl.: 29

Prior U.S. Cl.: 46

Reg. No. 1,534,500

United States Patent and Trademark Office Registered Apr. 11, 1989

TRADEMARK
PRINCIPAL REGISTER

LIBERTY GOLD

LIBERTY GOLD FRUIT CO., INC. (CALIFOR-
NIA CORPORATION)
500 ECCLES AVENUE
SOUTH SAN FRANCISCO, CA 94080

FIRST USE 5-1-1966; IN COMMERCE
5-1-1966.

SER. NO. 696,557, FILED 11-20-1987.

FOR: MEAT, FISH, POULTRY, PROCESSED
FRUITS AND VEGETABLES, IN CLASS 29
(U.S. CL. 46).

CHRISTOPHER W. WELLS, EXAMINING AT-
TORNEY