

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406695

<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>
Blue Lake Citrus Products, LLC		11/22/2016	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sun Orchard, LLC		
<b>Street Address:</b>	2.S. Biscayne Blvd		
<b>Internal Address:</b>	Suite 2350		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3797721	BLUE LAKE	
<b>Registration Number:</b>	3797722	BLUE LAKE ORGANIC	
<b>Serial Number:</b>	86450630	LEP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-6797		
<b>ATTORNEY DOCKET NUMBER:</b>	393427-148566		
<b>NAME OF SUBMITTER:</b>	Noah Shier		
<b>SIGNATURE:</b>	/Noah Shier/		
<b>DATE SIGNED:</b>	11/28/2016		
<b>Total Attachments: 5</b>			
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**RECORDABLE TRADEMARK ASSIGNMENT**

This RECORDABLE TRADEMARK ASSIGNMENT (this "Assignment") is made as of November 22, 2016 (the "Effective Date") by and between Blue Lake Citrus Products, LLC, a Florida limited liability company ("Assignor"), and Sun Orchard, LLC, a Delaware limited liability company ("Assignee"). Each of Assignor and Assignee are referred to as a "Party" and together as the "Parties".

WHEREAS, Assignor, Seminole Brand Development, LLC, Seminole Tribe of Florida, Inc., and Assignee have entered a certain Asset Purchase Agreement, dated as of the date hereof and an associated Assignment of Intellectual Property, dated as of the same date hereof (together, the "Purchase Agreement"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below).

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to (a) the trademark registrations and trademark applications listed on Schedule A hereto (provided that, with respect to the United States intent-to-use trademark applications listed on Schedule A hereto, the transfer of such applications, accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business to which the trademark pertains, and that business is ongoing and existing or the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications); together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (a) – (g), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Trademark Rights").

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property

and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This 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 Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

“ASSIGNEE”:

SUN ORCHARD, LLC

By: [Signature]  
Name: Jean-Marc Rotsaert  
Title: Executive Chairman  
Date: Nov. 14, 2016

“ASSIGNOR”:

BLUE LAKE CITRUS PRODUCTS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

County of Miami Dade )  
State of Florida ) SS.

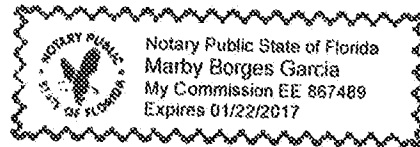
On this 14 day of November, in the year 2016 before me, Marby Garcia, Notary Public, personally appeared Jean-Marc Rotsaert, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
(Notary Public)

(Seal)



The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

“ASSIGNEE”:

SUN ORCHARD, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

“ASSIGNOR”:

BLUE LAKE CITRUS PRODUCTS, LLC

By: Tera Grant  
Name: Tera Grant  
Title: President  
Date: \_\_\_\_\_

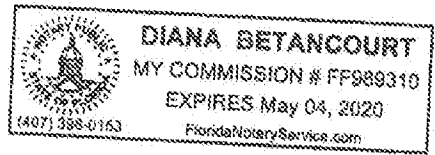
County of Broward )  
State of Florida ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_, before me, Diana Betancourt, Notary Public, personally appeared Tera Grant, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)  
(Notary Public)



**SCHEDULE A  
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Registered Trademarks:

Name	Jurisdiction	Registration Number	Date of Registration
BLUE LAKE	US	3797721	6/1/2010
BLUE LAKE ORGANIC	US	3797722	6/1/2010

Trademarks Applications:

Name	Jurisdiction	Application Number	Date of Application
LEP	US	86450630	11/11/2014