


Client Code: SUNWOPT.041P

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1. Sun World International, Inc. 2. Sun Desert, Inc. 3. Coachella Growers 4. Sun World/Rayo</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> Sun World International, LLC <b>Internal Address:</b> <b>Street Address:</b> 16350 Driver Road <b>City:</b> Bakersfield <b>State:</b> CA <b>ZIP:</b> 93308</p> <p>Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger            <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) February 25, 2005</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent No.: PP13444 Issue Date: December 31, 2002</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995 <b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614 <b>Return Fax:</b> (949) 760-9502 <b>Attorney's Docket No.:</b> SUNWOPT.041P</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40 <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Andrew N. Merickel</u> Name of Person Signing</p> <p> Signature</p> <p><u>July 16, 2007</u> Date</p> <p>53,317 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 10</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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**PATENT**  
**REEL: 019573 FRAME: 0352**

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### ASSIGNMENT OF PATENTS AND PLANT VARIETY RIGHTS

This ASSIGNMENT OF PATENTS AND PLANT VARIETY RIGHTS, dated February 25, 2005, is entered into by and between Sun World International, Inc., a Delaware corporation, Sun Desert, Inc., a Delaware corporation, Coachella Growers, a California Agricultural Cooperative, and Sun World/Rayo, a California corporation (collectively, "Assignors"), the debtors in possession in the jointly administered Chapter 11 proceeding entitled "In re Sun World International, Inc.," Case No. RS-03-11370 DN, United States Bankruptcy Court, Central District of California, Riverside Division, and Sun World International, LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH

**WHEREAS**, Assignors and BDCM Opportunity Fund, L.P. are parties to that certain Asset Purchase Agreement, dated December 13, 2004 and amended January 13, 2005 (the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to sell, convey, transfer, assign and deliver to BDCM Opportunity Fund, L.P., and BDCM Opportunity Fund, L.P. has agreed to purchase and acquire from Assignors all of the right, title and interest of Assignors in and to the patents, patent applications, plant variety right registrations and applications for plant variety rights listed on Schedule A hereto (the "Patents and Plant Variety Rights") among other Acquired Assets (as defined in the Asset Purchase Agreement);

**WHEREAS**, pursuant to a letter agreement, acknowledged by Assignors, BDCM Opportunity Fund, L.P. has assigned its rights, interests and obligations under the Asset Purchase Agreement to Assignee; and

**WHEREAS**, Assignors desire to sell, convey, transfer, assign, and deliver to Assignee, and Assignee desires to acquire, all of Assignors' right title and interest in and to the Patents.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby sell, convey, transfer, assign, and deliver to Assignee all of Assignors' right, title and interest in and to (i) the Patents and Plant Variety Rights including all inventions disclosed and claimed therein, and all reissues, divisions, continuations, continuations-in-part and extensions thereof, and including without limitation the subject matter of all claims which may be obtained therefrom, rights of priority under the International Union for the Protection of New Varieties of Plants, the International Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres; (ii) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, or other violation of the Patents and/or Plant Variety Rights; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Patents and/or Plant Variety Rights; and (iv) all rights corresponding thereto throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignors authorize and request the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any reissues, divisions, continuations, continuations-in-part and extensions thereof, and to issue any and all Patents to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignors shall reasonably cooperate with Assignee in executing appropriate assignment documents, at Assignee's expense, provided by Assignee required for completing the formalities to secure to Assignee the rights hereby transferred, upon request of such by Assignee.

IN WITNESS WHEREOF, the undersigned have caused this Assignment Of Patents to be executed as of the date above first written.

ASSIGNORS::

SUN WORLD INTERNATIONAL, INC.

By: 

Name: STANLEY E. SPEER  
Title: CFO

SUN DESERT, INC.

By: 

Name: STANLEY E. SPEER  
Title: CFO

COACHELLA GROWERS

By: 

Name: STANLEY E. SPEER  
Title: CFO

SUN WORLD/BAYO

By: 

Name: STANLEY E. SPEER  
Title: CFO

Acknowledged and Accepted:

ASSIGNEE:

SUN WORLD INTERNATIONAL, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Assignment Of Patents to be executed as of the date above first written.

ASSIGNORS:

SUN WORLD INTERNATIONAL, INC.

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

SUN DESERT, INC.

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

COACHELLA GROWERS

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

SUN WORLD/RAYO

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

Acknowledged and Accepted:

ASSIGNEE:

SUN WORLD INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name: JAMES LENNI  
Title: PRESIDENT