

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5701468

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHAEL R. GERAWAN	08/30/2019
RECEIVING PARTY DATA		
Name:	GERAWAN FARMING, LLC	
Street Address:	7108 N. FRESNO ST.	
Internal Address:	SUITE 450	
City:	FRESNO	
State/Country:	CALIFORNIA	
Postal Code:	93720	
PROPERTY NUMBERS Total: 5		
	Property Type	Number
	Patent Number:	PP19270
	Patent Number:	PP18390
	Patent Number:	PP18370
	Patent Number:	PP18191
	Patent Number:	PP17881
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	mckean.nicole@dorsey.com	
Correspondent Name:	DORSEY & WHITNEY LLP	
Address Line 1:	111 S. MAIN STREET	
Address Line 2:	SUITE 2100	
Address Line 4:	SALT LAKE CITY, UTAH 84111	
ATTORNEY DOCKET NUMBER:	507129-1	
NAME OF SUBMITTER:	NATHAN ORME	
SIGNATURE:	/Nathan Orme/	
DATE SIGNED:	09/04/2019	
Total Attachments: 7		

source=MRG_IP_Assignment#page1.tif
source=MRG_IP_Assignment#page2.tif
source=MRG_IP_Assignment#page3.tif
source=MRG_IP_Assignment#page4.tif
source=MRG_IP_Assignment#page5.tif
source=MRG_IP_Assignment#page6.tif
source=MRG_IP_Assignment#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, I, Michael R. Gerawan, hereinafter referred to as "Assignor," have made inventions and developed and/or created other intellectual property, including those that are the subject of the patents or patent applications listed in Schedule A attached hereto, and am the sole and exclusive owner of the entire right, title, and interest in and to the inventions disclosed therein, or as applicable, have previously assigned Assignor's right, title, and interest in and to one or more of the patents or patent applications listed in Schedule A to the Assignee or any other Acquired Company (hereinafter "Prior Assignment(s)");

WHEREAS, Gerawan Farming, LLC, a limited liability company, having its registered place of business at 7108 N. Fresno St., Suite 450, Fresno, California 93720 (hereinafter "Assignee") is desirous of acquiring all right, title and interest in and to said inventions and other intellectual property, including patents and patent applications identified in Schedule A attached hereto, and to the inventions disclosed therein, as contemplated by Section 5.17 of that certain Master Purchase Agreement dated as of June 15, 2019 (the "Purchase Agreement") by and between (i) MVK Enterprises LLC, a Nevada limited liability company ("Seller"), (ii) Wawona Delaware Holdings, LLC, a Delaware limited liability company ("Buyer"), (iii) Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative, attorney-in-fact and agent of Seller and (iv) solely for the purposes of Section 9.16 thereof, Wawona Packing Co. LLC, a California limited liability company and Wawona Farm Co. LLC, a Delaware limited liability company; and

WHEREAS, capitalized terms used herein, but not defined herein, have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, be it known that Assignor has sold, conveyed, assigned and transferred, and does hereby sell, convey, assign, transfer and set over unto Assignee, the Assignor's entire right, title and interest in and to the following (collectively, the "Assigned IP"):

1. (i) the patents and patent applications listed in Schedule A attached hereto and all the inventions disclosed and/or claimed in such patents and patent applications; (ii) any and all inventions and improvements that are disclosed and/or claimed in the patents and applications listed in Schedule A, together with all pending applications and all provisional applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, PCT international applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications, applications for plant breeders' rights, plant variety protection and/or corresponding rights, that have been or shall be filed in the United States and all foreign countries on any of said inventions or improvements, or claiming priority to or relying on the disclosure of any of the patents or patent applications listed in Schedule A; (iii) all original patents, reissued patents, reexamination certificates and extensions and plant breeders' rights certificates, plant variety protection certificates and/or corresponding rights, that have been or shall be issued in the

United States and all foreign countries on said inventions, improvements and/or patent applications; and (iv) all rights of priority resulting from the filing of said patents and/or patent applications ((i) — (iv) collectively, the "Patents");

2. to the extent not covered by the Patents and for the avoidance of doubt, subject to the limitations set forth in the proviso below, any and all Intellectual Property (other than Company Licensed Intellectual Property) used in the Business and all Breeding Varieties (including all such Intellectual Property conceived, discovered, authored, invented, developed, edited, amended or reduced to practice by Assignor, solely or in collaboration with others, during Assignor's engagement by the Acquired Company Group); provided, however, that, notwithstanding the foregoing, Assignor shall retain full and complete ownership of that certain sport of Prima Diamond 19 (PD19) ("PD19S") with the understanding that the retention of ownership of PD19S by Assignor shall have no effect (and Assignor shall, to the extent he is able, ensure that the retention shall not have any effect) whatsoever on the full and complete transfer of ownership of PD19 in accordance with the Purchase Agreement, or on Buyer's or Assignee's rights and ability to use and continue to use PD19. Assignor shall not (i) directly or indirectly through one or more Persons commercialize any tree nuts (including almonds), grapes, fresh tree fruit and fresh citrus fruit using PD19S as a breeding parent including nectarines grown from PD19S; or (ii) license, lease, give, or otherwise transfer PD19S or any portion thereof to any Person, unless such transfer includes the limitation on commercialization set forth in the foregoing clause (i) and binds the transferee and future transferees accordingly; and
3. any and all right to use, solely in connection with the Business, the name "Gerawan", in any form (including domain names, trademarks, identifiers and other business names), in each case relating in any way to the Business or an Assignee or other Acquired Company, regardless of where the foregoing is or was prepared or whose equipment or other resources is used in preparing the same. For the avoidance of doubt and notwithstanding the foregoing, Assignor shall retain the right to use the name "Gerawan" in connection with anything other than the Business or another business or enterprise that competes with the Business including, without limitation, the right to refer to himself as an individual in patent applications, articles, speeches, or otherwise.

Said sale, conveyance, assignment and transfer includes, without limitation, all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including rights to enforce, assert and sue for past, present and future infringement of the Patents, and all rights to recover and collect for past, present and future damages related to the Patents, including all rights to injunctive relief, rights to collect royalties, and other remedies of any kind on account of the Patents.

Assignor acknowledges that, to the extent permitted by law, all of Assigned IP consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by Assignee. To the extent that the foregoing does not apply, Assignor agrees to assign and hereby irrevocably assigns to Assignee,

for no additional consideration, Assignor's entire right, title, and interest in and to all Assigned IP therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

To the extent any copyrights are assigned under this Intellectual Property Assignment, Assignor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Assignor may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Assigned IP therein.

Assignor understands that this Intellectual Property Assignment does not, and shall not be construed to, grant Assignor any license or right of any nature with respect to any intellectual property rights or any confidential information, materials, software, or other tools made available to Assignor by Assignee.

Assignor hereby agrees and covenants not to use any Assigned IP assigned hereunder, except as expressly authorized by Assignee.

Assignor hereby authorizes and requests the competent authorities to grant and to issue any and all such Patents in the United States and throughout the world to the Assignee and the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor agrees, at any time, upon the request of the Assignee, to execute and to deliver to the Assignee any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any of the Patents issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

Assignor further agrees at any time to cooperate with Assignee, and to execute and to deliver upon request of the Assignee such additional documents, if any, as are necessary or desirable, in the prosecution of the Patents, and to secure patent or corresponding protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do such acts as are necessary to give full effect to and to perfect the rights of the Assignee under this Intellectual Property Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable. Assignor hereby irrevocably grants Assignee power of attorney to execute and deliver any such documents on Assignor's behalf in Assignor's name and to do all other lawfully permitted acts to transfer the Assigned IP to Company and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property rights therein, to the full extent permitted by law, if Assignor does not promptly cooperate with Assignee's request (without limiting the rights Assignee shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by Assignor's subsequent incapacity.

Assignor hereby covenants that, except for the Prior Assignment, at the time of execution of this assignment, Assignor was the sole and exclusive owner of the entire right, title and interest

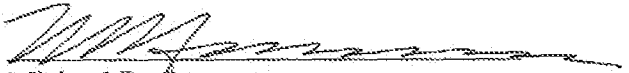
in and to the Patents, and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which conflicts or would conflict with this assignment, or as applicable, to the extent Assignor may have previously assigned Assignor's right, title, and interest in and to one or more of the Patents to the Assignee or its Affiliate in a Prior Assignment, Assignor hereby covenants this Intellectual Property Assignment confirms the Prior Assignment(s).

This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Intellectual Property 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 Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be signed on its behalf on this 30th day of August, 2019.

By: 
Michael R. Gerawan

GERAWAN FARMING LLC, a California
Limited Liability Company

By: 
Name: Daniel J. Gerawan
Its: Chief Executive Officer

SCHEDULE A

PATENT ASSIGNMENT FROM MICHAEL R. GERAWAN TO GERAWAN FARMING LLC

PP19,270	2/8/2007	GRAPE PLANT NAMED 'GG-80D'	US
PP18,390	2/17/2006	PEACH TREE NAMED 'GP45-11'	US
PP18,370	12/19/2005	APRICOT TREE NAMED 'GA 10F'	US
PP18,191	2/24/2006	PEACH TREE NAMED 'GP10'	US
PP17,881	2/21/2006	PEACH TREE NAMED 'BLACK DELIGHT'	US
PP17,137*	7/92004	"GP-27" PEACH	US
6,813,859*	7/132003	TIE DOWN FOR PLASTIC GRAPE CANOPY	US
PP12,011	3/5/1999	NECTARINE TREE NAMED 'PRIMA DIAMOND'	US
PP10,116	1/24/1996	"7-B" PLUM TREE	US
PP10,085	1/24/1996	'PRIMA GATTIE' PEACH TREE	US
PP8,068	12/24/1990	PRIMA BLACK PLUM 8- 15"	US
PP8,067	12/24/1990	PRIMA BLACK PLUM 5- 25"	US
PP8,057	12/24/1990	PRIMA RED PLUM 9-1"	US
20110010810 P1	7/8/2009	GRAPEVINE PLANT NAMED '46 D-2'	US

*Prior Assignments