

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523613

<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>
Chiquita Brands L.L.C.		01/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Great White Fleet Corp.		
<b>Street Address:</b>	10 Elvira Mendez Street, Top Floor		
<b>City:</b>	Panama		
<b>State/Country:</b>	PANAMA		
<b>Entity Type:</b>	Company: PANAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1824638	GREAT WHITE FLEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2484407300		
<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>	248-430-5771		
<b>Email:</b>	tmdocketing@bluefilamentlaw.com		
<b>Correspondent Name:</b>	Mary Margaret L. O'Donnell		
<b>Address Line 1:</b>	700 E. Maple, Suite 450		
<b>Address Line 4:</b>	Birmingham, MICHIGAN 48009		
<b>ATTORNEY DOCKET NUMBER:</b>	ABIN-0569		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Mary Margaret L. O'Donnell		
<b>Address Line 1:</b>	700 E. Maple, Suite 450		
<b>Address Line 4:</b>	Birmingham, MICHIGAN 48009		
<b>NAME OF SUBMITTER:</b>	Mary Margaret L. O'Donnell		
<b>SIGNATURE:</b>	/MMLO/		
<b>DATE SIGNED:</b>	05/15/2019		
<b>Total Attachments: 3</b>			

OP \$40.00 1824638

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## TRADEMARKS ASSIGNMENT

THE DEED OF ASSIGNMENT is made on 1 January 2019.

### BETWEEN:

- (1) **CHIQUITA BRANDS L.L.C.**, a company organized and existing pursuant to the laws of United States of America whose registered office is located at DCOTA Office Center, 1855 Griffin Road, Suite C-436, Fort Lauderdale, Florida, FL 33004-2275, USA. ("Assignor").

represented by **Carlos Lopez Flores**  
in his/her capacity of **President**

- (2) **GREAT WHITE FLEET CORP.**, a company organized and existing pursuant to the laws of the Republic of Panama whose registered office is located at 10 Elvira Mendez Street, Top Floor, Panama, REPUBLIC OF PANAMA ("Assignee").

represented by **Stefano di Paolo**  
in his/her capacity of **President**

hereinafter together referred to as the "**Parties**"

### RECITALS:

The Assignor and the Assignee are members of the same group of companies.

The Assignor is the owner of trademarks "**GREAT WHITE FLEET**" (hereinafter referred to as the "**Trademarks**") detailed in the list attached in Appendix 1.

In order to organize its activities and to restore the integrity of the Trademarks' portfolio, the Assignor agreed to assign to the Assignee all its rights, title and interest in the Trademarks pursuant to the conditions stated herein.

### IT IS AGREED:

**ARTICLE 1:** The Assignor assigns to the Assignee, who accepts, with no exception or reserve, all its rights, title and interests in the Trademarks. Consequently, from the date of signature hereof, the Assignee shall be subrogated in all the rights of the Assignor, including, but not limited to, all rights to sue for any infringement of the Trademarks, to claim damages and to freely dispose of the Trademarks, and notably to assign them, abandon them, make use of them or grant licenses.

The Assignor shall, at the request and costs of the Assignee, do and execute or procure that there shall be done, and notably to execute or produce all documents, deeds or any other material as may reasonably be required by the Assignee to properly vest all its rights, titles and interests in the Trademarks.

The Assignor confirms that this Assignment is made with the goodwill attached to the Trademarks.

**ARTICLE 2:** This agreement is made without any guaranty of any kind by the Assignor, express or implied, to the Assignee, other than:

- the material existence of the Trademarks at the date of the assignment ;
- that the Assignor is the sole owner of the Trademarks at the date of the assignment ;
- that the Assignor is not aware of any third party's action or claim which could limit the scope of protection of the Trademarks or the scope of the present assignment.

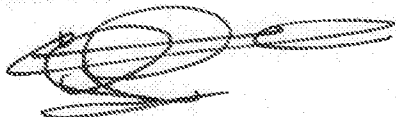
**ARTICLE 3:** This Assignment is made against a contribution of one Euro, receipt of which is hereby acknowledged by the Assignee.

**ARTICLE 4:** The Assignee is responsible for, and shall bear all the costs and taxes related to, the recordal of change of ownership of the Trademarks before the relevant Trademark Offices. The Assignor agrees to sign all the necessary documents to proceed with the recordal of the present assignment on the relevant trademark registries.

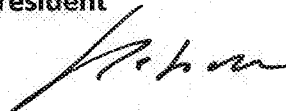
**ARTICLE 5:** The law of United States of America shall govern this Assignment and the Courts of Florida (USA) shall be competent to settle any dispute related to it and not settled amicably.

The Parties have executed this Deed of Assignment in Etoy on the day and year first above mentioned, in 3 originals copies.

For the Assignor  
Carlos Lopez Flores  
President



For the Assignee  
Stefano di Paolo  
President



Appendix 1 -- List of the Trademarks

Trademark	Country	Filing Date	Filing N°	Registration Date	Registration N°	Classes	Renewed due date	Owner	Address
GREAT WHITE FLEET	USA	28/08/1992	74310386	01/03/1994	1824638	39	01/03/2024	Chiquita Brands L.L.C	550 SOUTH CALDWELL STREET CHARLOTTE NORTH CAROLINA 28202

Paraph Assignor	Paraph Assignee
	<i>M</i>

TRADEMARK