

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Tri-Citrus, Inc.		03/31/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Euclid Leasing Partners, L.P.		
<b>Street Address:</b>	1601 E. Olympic Boulevard		
<b>Internal Address:</b>	Suite 120		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90021		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2356634	TRI CITRUS	
Registration Number:	2356635	PERFECT CHOICE	
Registration Number:	2356636	TRI-GOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(818)379-7250		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	818-379-7244		
<b>Email:</b>	tm@sunkistgrowers.com		
<b>Correspondent Name:</b>	Thomas M. Moore		
<b>Address Line 1:</b>	14130 Riverside Drive		
<b>Address Line 2:</b>	Sunkist Growers, Inc.-Trademark Dept.		
<b>Address Line 4:</b>	Sherman Oaks, CALIFORNIA 91423		
<b>ATTORNEY DOCKET NUMBER:</b>	JOB #8942		
<b>NAME OF SUBMITTER:</b>	Thomas M. Moore		

CH \$90.00 2356634

Signature:	/Thomas M. Moore/
Date:	11/17/2006
<b>Total Attachments: 8</b> source=Tri-Citrus to Euclid Leasing#page1.tif source=Tri-Citrus to Euclid Leasing#page2.tif source=Tri-Citrus to Euclid Leasing#page3.tif source=Tri-Citrus to Euclid Leasing#page4.tif source=Tri-Citrus to Euclid Leasing#page5.tif source=Tri-Citrus to Euclid Leasing#page6.tif source=Tri-Citrus to Euclid Leasing#page7.tif source=Tri-Citrus to Euclid Leasing#page8.tif	

Exhibit A

**BILL OF SALE, ASSIGNMENT, AND ASSUMPTION OF LIABILITIES  
AGREEMENT**

This BILL OF SALE, ASSIGNMENT, AND ASSUMPTION OF LIABILITIES AGREEMENT dated for reference as of March 31, 2005 ("Bill of Sale"), is entered into among Tri-Citrus, Inc., a California corporation (the "Transferor") and Euclid Leasing Partners, L.P., a California limited partnership (the "Transferee").

BACKGROUND

A. Transferor has agreed to transfer certain business assets to Transferee pursuant to the terms of that Organizational and Operational Agreement (the "Agreement") and related documents and agreements referenced therein and in the "Letter of Intent" (as defined in the Agreement") as a contribution to the capital of the Transferee.

B. Transferor has agreed to deliver this Bill of Sale pursuant to terms of the Agreement in order to transfer legal title to the tangible and intangible personal property which Transferor is transferring to the Transferee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual promises, covenants and agreements contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor does hereby sell, convey, transfer, assign and deliver to Transferee and its successors and assigns forever, all of Transferor's right, title and interest in and to those items of tangible and intangible personal property (collectively, the "Assets") as described in Exhibit A attached, which Exhibit A is incorporated by reference herein.

This Bill of Sale is for the sole and exclusive benefit of Transferee and its successors and assigns and nothing herein is intended or shall be construed to confer upon any person other than Transferee or its successors and assigns any right, remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof. This Bill of Sale shall be governed by and construed in accordance with the laws of California and may only be amended and modified by written instrument executed by each of the parties hereto. This Bill of Sale may be executed in two or

more counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

Subject to the provisions as to be set forth in the Limited Partnership Agreement of the Transferee, as described in the following sentence of this paragraph, Transferee hereby shall assume those liabilities and obligations (the "Assumed Liabilities," as defined in the Transferee's Partnership Agreement). In addition, the Transferee shall pay certain liabilities (the "Residual Liabilities," as defined in the Transferee's Partnership Agreement) of the Transferor with proceeds from the Affiliate Loans (as defined in the Transferee's Partnership Agreement.). The Assumed Liabilities and the Residual Liabilities comprise the Target Liabilities (as defined in the Transferee's Partnership Agreement). By way of this Agreement, the Transferee either hereby assumes the Target Liabilities (to the extent they comprise Assumed Liabilities) or shall pay the Target Liabilities (to the extent they comprise Residual Liabilities). Exhibit B attached, which Exhibit B is incorporated by reference herein, sets forth the Target Liabilities and identifies which of the Target Liabilities are Assumed Liabilities and which of the Target Liabilities are Residual Liabilities. Notwithstanding the provisions of the foregoing sentence and as and to the extent set forth in the Limited Partnership Agreement of the Transferee, the Transferor (solely as between Transferor and the other partners of the Transferee), shall be responsible for the Assumed Liabilities and the Affiliate Loans.

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Sale to be duly executed on its behalf on the date first written above.

**TRANSFEROR**

**TRI-CITRUS, INC.**

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

**TRANSFEEE**

**EUCLID LEASING PARTNERS, GP**

By: Euclid GP Partners, LLC

By: \_\_\_\_\_  
Sam Perricone, Authorized Officer

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TRANSFEROR

TRI-CITRUS, INC.

By: 

TRANSFEEE

EUCLID LEASING PARTNERS, GP  
By: Euclid GP Partners, LLC

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

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TRANSFEROR

TRI-CITRUS, INC.

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

TRANSFEEE

EUCLID LEASING PARTNERS, GP  
By: Euclid GP Partners, LLC

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

*Sam Perricone*  
Sam Perricone, Authorized Officer

EXHIBIT A  
LIST OF ASSETS

## PARTNERSHIP ASSETS

[The "Facility" as more particularly described in Exhibit A]

Packing House Facility-23744 Avenue 181, Porterville California. This site consists of 7.70 acres, or 335,412+ square feet and a Tank Site which is located ¼ mile southeast of the citrus packing facility which consists of .36+ acre, or 15,682+ square feet. To the west of the packing facility is vacant land which consists of 4.53+ acres.

The Tank Site is improved with a 450,000+ gallon steel tank which provides fire protection to the facility.

The Packing Site has these building improvements:

1. 2,202 Square Foot Office Building
2. 12,730 Square Foot Cooler Room with a 3,606 Covered Dock.
3. 23,986 Square Foot Packing Room
4. 4,909 Square Foot Carton Storage Building
5. 19,098 Square Foot Processing Area
6. 16,115 Square Foot Sweat Rooms-Nine
7. 9,083 Square Foot Receiving Area
8. 1,330 Square Foot Fumigation Chamber
9. 949 Square Foot Cull Building
10. 655 Square Foot Shop Building
11. Miscellaneous Improvements

Office Building interior consists of painted dry wall, suspended acoustic ceiling panels with fluorescent lighting fixtures and wall to wall carpet and linoleum. The office has 3 executive offices, 2 general office areas, a shipping office, a vault, a supply room, a reception area, field office, restroom and kitchen. All equipment for general office operation is included but not limited to: desks, computers, servers, chairs, filing cabinets, phones, time clock, printers and general office supplies.

Cooler Room consists of suspended high pressure lighting fixtures and a 3 high pallet rack system. 250 ton refrigeration system is what is used for the cooling.

Packing Room #1 consists of open span with chain link fencing along the south side. It is improved with sprinklers for fire protection and suspended high pressure lighting. It also consists of an employee break room with kitchen, coke machine and tables. Restrooms are also contained with in this area.

Carton Storage has concrete floors and roof with alsynite skylights.

Processing Area consists but not limited to; Auto line sizer with 9 line fancy, 5 line choice, computer room, 2 tape sealers, set-off line, bagging area with bagging equipment, 18 accumulation bins, 7 Maf pack machines, lockers, tables, computers, 27 Label machines and Misc equipment.



Rooms include 9 room with individual metal doors. A platform above these rooms house the ducting for the cooling system providing temperature control for these rooms.

Receiving Area is a covered area.

Fumigation Chamber is detached from the main building and is a rigid steel frame and is a concrete floor. A fence along the eastern wall provides for a secure area for chemicals.

Cull Building is a wood frame metal building, Consists of a conveyor for culls.

Shop is used for repairs, storage of parts, chemicals and office space and misc. equipment.

Vehicles that are leased and owed by Tri Citrus include a 2004 Silverado truck that is a purchase. A 2003 Denali that is a lease. A Cadillac 2004 Escalade is a lease.

Forklifts that are leased and owed by Tri Citrus.

Bins that are owed and leased by Tri Citrus.

Insurance Policies including General Liability, Auto, and Misc policies are included.

Misc Materials packing and office materials are to be valued and determined there worth and usability under the new partnership and determined wither or not credit shall be given under the new partnership.

Inventory located at the Facility.

Supplies at the Facility.

All remaining accounts receivable arising from the prior operation of the Facility.

All other assets previously used in or in connection with the Facility.

## EXHIBIT B

### ASSUMED LIABILITIES AND RESIDUAL LIABILITIES

The liabilities identified below represent all of the Target Liabilities, as defined in the Partnership Agreement of the Transferee. The Target Liabilities are divided into the Assumed Liabilities and the Residual Liabilities, each as defined in the Partnership Agreement of the Transferee. The Assumed Liabilities are identified by the designation "AL" and the Residual Liabilities are identified by the designation "RL." Certain of the Assumed Liabilities represent "equipment leases" or "vehicle leases" (the "Property Leases") and those liabilities of the "Assumed Liabilities" that are Property Leases are identified as such in the following list of the Target Liabilities.