

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penner-Ash LLC		04/29/2016	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Jackson Family Farms, LLC		
Street Address:	421 Aviation Blvd.		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95403		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3672603	PENNER-ASH	
CORRESPONDENCE DATA			
Fax Number:	7072556876		
<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>			
Phone:	7072527122		
Email:	tmdept@dpf-law.com		
Correspondent Name:	J. Scott Gerien		
Address Line 1:	1455 First Street, Suite 301		
Address Line 4:	Napa, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	JACK2-894/Assignment 6-16		
NAME OF SUBMITTER:	J. Scott Gerien		
SIGNATURE:	/J. Scott Gerien/		
DATE SIGNED:	06/16/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is entered into this 29th day of April, 2016, by and between PENNER-ASH LLC, an Oregon limited liability company ("Assignor"), and JACKSON FAMILY FARMS, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of certain trademarks as set forth on Exhibit A attached hereto, for which it has either procured a U.S. federal registration or accrued certain rights through usage (collectively, the "**Property**"), and further is the sole and exclusive owner of all business goodwill related therewith and symbolized thereby, worldwide (the "**Territory**");

WHEREAS, Assignee desires to acquire from Assignor all of its rights, title and interest in such Property and all business goodwill related therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property throughout the world in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "**Transferred Rights**"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights.

2. Further Assurances. Assignor covenants that it will, at any time and from time to time upon not less than ten (10) business days prior written request therefor, at Assignee's sole expense and without the assumption of any additional liability therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to fully evidence the assignment and/or sale contained herein and to enable Assignee, and its successors and assigns, to fully realize and enjoy the rights, interests an property assigned or sold hereby.

3. Successors. The provisions of this Assignment are binding upon, and inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which when taken together constitutes one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is

attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

PENNER-ASH LLC,
an Oregon limited liability company

By: 
Name: Lynn Penner-Ash
Title: Managing Member

ASSIGNEE:

JACKSON FAMILY FARMS, LLC,
a California limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

PENNER-ASH LLC,
an Oregon limited liability company

By: _____
Name: Lynn Penner-Ash
Title: Managing Member

ASSIGNEE:

JACKSON FAMILY FARMS, LLC,
a California limited liability company

By: *TJ Comstock*
Name: Tyler J. Comstock
Title: SVR + TREASURER

EXHIBIT A

BRAND

Jurisdiction	Mark	Registration Number	International Class	First Use Date
United States	PENNER-ASH	3672603	033	11/21/1999

Including any and all domain names, common law copyright, trademark and other rights of Seller accruing by virtue of authorship, ownership, and/or usage by Seller anywhere in the world of any of PENNER-ASH, PAS DE NOM, RUBEO and any related sub-brands, fanciful names, designs, or other trademarks or source indicators, together with all applications, registrations, renewals and extension rights, right to file applications and obtain registrations in Buyer's name, and rights to sue for any past, present or future infringement of any of the foregoing.