

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuts About Granola, LLC		06/08/2016	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Forager Project, LLC		
Street Address:	1 Maritime Plaza, Suite 1575		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86779825	FORAGER	
CORRESPONDENCE DATA			
Fax Number:	3032230942		
<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:	(303) 223-1142		
Email:	eholmes@bhfs.com		
Correspondent Name:	Emily C. Holmes		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	017972.0006		
NAME OF SUBMITTER:	Emily C. Holmes		
SIGNATURE:	/emilycholmes/		
DATE SIGNED:	06/22/2016		
Total Attachments: 2			
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EXHIBIT B
TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of June 8, 2016, by and between Nuts About Granola, LLC, a Pennsylvania limited liability company ("Assignor"), and Forager Project, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties are party to that certain Co-Existence Agreement under which Assignor will receive certain payments and rights (the "Co-Existence Agreement");

WHEREAS, Assignor owns a pending federal trademark application for the trademark FORAGER for use with "nut-based snack foods" (U.S. Ser. No. 86/779,825) (the "Application"); and

WHEREAS, pursuant to the Co-Existence Agreement, Assignor agreed to assign and desires to assign, and Assignee is desirous of obtaining, its rights in the Application to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Application.
2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Application and shall take no actions jeopardizing the existence or enforceability of the Application or Assignee's rights therein.
3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
4. Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Application, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Application or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Application, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Application, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Application is not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

5. Assignee acknowledges and agrees that this Assignment is revocable by Assignor in the event of a material breach by Assignee of its payment obligations under the Co-Existence Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the date first written above.

Forager Project, LLC, a Delaware limited liability company

By: _____

Name: Stephen Williamson

Title: CEO

Nuts About Granola LLC, a Pennsylvania limited liability company

By: _____

Name: Sarah Lanphier

Title: CEO

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