# OP \$40.00 87035807

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM399694

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harvest Trading Group, Inc.		08/30/2016	Corporation: MASSACHUSETTS

# **RECEIVING PARTY DATA**

Name:	Vireo Systems, Inc.	
Street Address:	305 Williams Avenue	
City:	Madison	
State/Country:	TENNESSEE	
Postal Code:	37115	
Entity Type:	Corporation: TENNESSEE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Serial Number:	87035807	CRET NATION	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2565175285

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.

**Phone:** 256-517-5140

Email: wbabcock@bradley.com

Correspondent Name: Stephen H. Hall

Address Line 1: 200 Clinton Avenue West

Address Line 2: Suite 900

Address Line 4: Huntsville, ALABAMA 35801

NAME OF SUBMITTER:	Stephen H. Hall
SIGNATURE:	/Stephen H. Hall/
DATE SIGNED:	09/26/2016

#### **Total Attachments: 3**

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> TRADEMARK REEL: 005884 FRAME: 0311

# **INTELLECTUAL PROPERTY ASSIGNMENT**

# August 30, 2016

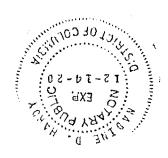
Effective as of the date set forth above (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Harvest Trading Group, Inc., a Massachusetts corporation ("Seller"), does hereby sell, transfer and set over to Vireo Systems, Inc., a Tennessee corporation ("Purchaser"), pursuant to the terms of that certain Asset Purchase Agreement by and among ProMera Health, LLC, a Massachusetts limited liability company, Seller, Purchaser, HTG Ventures, LLC, a Massachusetts limited liability company ("HTGV"), Harvest Trading Group Technologies, Inc., a Massachusetts corporation ("HTG Tech"), Timothy Kensinger ("Kensinger"), John Lewis ("John Lewis"), and James Lewis ("James Lewis"; HTGV, HTGI, HTG Tech, Kensinger, John Lewis, and James Lewis, collectively, the "HTGV Parties"), dated as of the same date as this Assignment (the "Asset Purchase Agreement"), all of Seller's worldwide rights, title and interest in and to the following intellectual property included in the definition of the Purchased Assets (as defined in the Asset Purchase Agreement): (a) all of the formulations of the Products (as defined in the Asset Purchase Agreement) and related know-how; (b) all United States and foreign patents, patent applications, and patentable subject matter; (c) all trade secrets and proprietary information; (d) all copyrights and works of authorship, including but not limited to marketing materials, including trade show booths, brochures, and branded items, related to the Products or the Business (as defined in the Asset Purchase Agreement), and all photographs and content contained thereon or in any social media accounts, websites, online portals, databases, or YouTube videos; (e) all trademarks, service marks. names and logos, including those trademarks, service marks, names, and logos described on Schedule 1 hereto; and (f) all the domain names, websites, and social media accounts, including those described on Schedule 2 hereto (collectively, the "Intellectual Property"), together with any pending applications or registrations (including any renewals or extensions of such applications and registrations) related to the Intellectual Property, along with the goodwill of the business in connection with which the Intellectual Property is used and which is symbolized by the Intellectual Property, and all rights therein and thereto in any country or locality worldwide, and the right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for Purchaser's use and that of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Seller if this assignment had not been made. . For the avoidance of doubt, the above shall not be deemed to expand the definition of Purchased Assets or Intellectual Property from that stated in the Asset Purchase Agreement.

Seller agrees to execute and deliver, at the request and expense of Purchaser, any papers, instruments and assignments reasonably necessary to vest in Purchaser all of Seller's right, title and interest in and to the Intellectual Property as well as the applications and registrations and any renewals or extensions of any applications and registrations for such Intellectual Property and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Seller.

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TRADEMARK
REEL: 005884 FRAME: 0312

IN WITNESS WHEREOF, Seller above.	has executed this Assignment as of the date first set forth
	HARVEST TRADING GROUP, INC.
	By: John T. Lewis C.
STATE OF)	V
COUNTY OF	
appeared John T. UNJ, with whom I am satisfactory evidence), and who upon oath a Harvest Trading Group, Inc., and as such poinstrument for the purposes therein contained,	Public in and for the County and State aforesaid, personally personally acquainted (or proved to me on the basis of eknowledged himself to be the Manager of sitions, being authorized so to do, executed the foregoing by signing on behalf of the corporation.  in, this the 20 day of August,  NOTARY PUBLIC  My Commission Expires: 12 14 2020
	District of Columbia: SS Subscribed and sworn to before me, in my presence, this Dollary of AUGUST 2016  Nadine D. Hardy, Notary Public, D.C.  My commission expires December 14, 2020



#### Schedule 1

# Trademarks, Service Marks, Names and Logos

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1 87035807		CRET NATION	<u>TSDR</u>	LIVE

Word Mark

**CRET NATION** 

Goods Services and IC 035. US 100 101 102. G & S: Consumer loyalty services for commercial, promotional, and/or advertising purposes, namely, administration of consumer

loyalty and rewards program to promote products in the field of dietary supplements, sports nutrition, nutritional supplements, vitamin and mineral

supplements, amino acids supplements, and protein supplements

Standard

Characters Claimed

Mark

Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 87035807

Filing Date

May 13, 2016

Current Basis 1B

Original

**Filing Basis** 

(APPLICANT)

Trading

Harvest

Group

CORPORATION

MASSACHUSETTS 61 Accord Park Drive Norwell MASSACHUSETTS

02061

1B

**Attorney** 

Owner

Record

of Adam J. Bruno

Type of Mark SERVICE MARK

Register

**PRINCIPAL** 

Live/Dead

LIVE

Indicator

RECORDED: 09/26/2016

**TRADEMARK** REEL: 005884 FRAME: 0314