

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broad Run, Inc.		10/24/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kaolin Mushroom Farms, Inc.		
Street Address:	900 High Street		
City:	Hanover		
State/Country:	PENNSYLVANIA		
Postal Code:	17331		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86592855	PORTA BÉLA	
Serial Number:	86592848	PORTA BÉLA	
Registration Number:	2180292	SELECT SOILS	
Registration Number:	3688934	SOUTH MILL	
Registration Number:	1661013	SOUTH MILL	
Registration Number:	2620591	SOUTH MILL GROWING AND DISTRIBUTING MUSH	
CORRESPONDENCE DATA			
Fax Number:	7172601641		
<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:	717-232-8000		
Email:	trademarks@mwn.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108		
ATTORNEY DOCKET NUMBER:	15811-0001/ 356		
NAME OF SUBMITTER:	Sue Heberlig		
SIGNATURE:	/SueHeb/		
DATE SIGNED:	11/02/2016		

OP \$165.00 86592855

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated this 24th day of October, 2016, is made by BROAD RUN, INC., a corporation located at 1523 Concord Pike, Suite 300, Wilmington, Delaware 19803 ("Assignor"), in favor of KAOLIN MUSHROOM FARMS, INC., a corporation located at 900 High Street, Hanover, Pennsylvania 17331 ("Assignee").

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, all intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legal bound, Assignor hereby assigns and transfers to Assignee, a successor to the Assignor's business to which the marks pertain, free and clear of all liens and encumbrances, all right, title and interest in and to the marks appearing on Schedule 1 hereto (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including, without limitation:

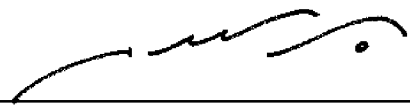
- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of date referenced above.




BROAD RUN, INC.

By: 

Name: John Pia
Title: President

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Juris-diction	Mark/Name	Registration No. / Application Serial No.
U.S. Federal	PORTA BELA and Design 	86-592855
U.S. Federal	PORTA BELA (Stylized) 	86-592848
U.S. Federal	SELECT SOILS	2180292
U.S. Federal	SOUTH MILL	3688934
U.S. Federal	SOUTH MILL	1661013
U.S. Federal	SOUTH MILL GROWING AND DISTRIBUTING MUSHROOMS, PRODUCE AND MORE! (Stylized) 	2620591