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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM425789

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marlynn Holdings, LLC		04/28/2017	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	Brandt's Fruit Trees, Inc.	
Street Address:	1420 N. 16th Avenue	
City:	Yakima	
State/Country:	WASHINGTON	
Postal Code:	98902	
Entity Type:	Corporation: WASHINGTON	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86316140	WILD PINK

CORRESPONDENCE DATA

Fax Number: 5099452822

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: 509-945-2822

Email: mbos@michelleboslegal.com

Correspondent Name: Michelle Bos
Address Line 1: P.O. Box 803

Address Line 4: Zillah, WASHINGTON 98953

NAME OF SUBMITTER: Michelle Bos	
SIGNATURE:	/Michelle Bos/
DATE SIGNED:	05/01/2017

Total Attachments: 1

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Marlynn Enterprises, LLC, a Washington limited liability company, whose address is 1420 N. 16th Avenue, Yakima, Washington 98902 (hereinafter "Assignor"), has filed and owns an intent-to-use trademark application in the United States Patent and Trademark Office for the trademark WILD PINK, Serial No. 86/316,140 filed June 20, 2014 (hereinafter the "Mark"); and,

WHEREAS, Brandt's Fruit Trees, Inc., a Washington corporation, whose address is 1420 N. 16th Avenue, Yakima, Washington 98902 (hereinafter "Assignee"), is desirous of acquiring all rights in said Mark and in the '140 Application, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

- 1. Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to said Mark and the '140 Application, together with the goodwill of Assignor's business associated therewith;
- 2. Assignor hereby assigns to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Mark and the '140 Application, or injury to the goodwill associated with the Mark and the '140 Application, as well as the rights to sue for and recover the Mark and the '140 Application in Assignee's own name; and
- 3. Assignor represents and warrants that it will reasonably cooperate (i) in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Mark and the '140 Application, including United States and foreign registrations, at Assignee's expense, and (ii) in any actions brought to enforce the rights accompanying this Assignment against third parties, at Assignee's expense.
- 4. Assignor hereby authorizes and requests the PTO to issue the certificate of registration in respect of the '140 Application to Assignee for its sole use, and for the use of its legal representatives and assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed by its duly authorized representative on the date last set forth below.

ASSIGNOR:	ASSIGNEE:

RECORDED: 05/01/2017

Marlynn Holdings, LLC Brandt's Fruit Trees, Inc.

Lynnel Brandt, Member Lynnell Brandt, President

Date: April 28, 2017 Date: April 28, 2017

TRADEMARK REEL: 006045 FRAME: 0635