# OP \$40.00 87134385

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432593

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 on Geary, Inc.		05/25/2017	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Cosecha Holding Co., Inc.	
Street Address:	1565 Madison Street	
Internal Address:	Ste. B	
City:	Oakland	
State/Country:	CALIFORNIA	
Postal Code:	94612	
Entity Type:	Corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87134385	HARVEST

### CORRESPONDENCE DATA

**Fax Number:** 4153060890

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:** 4153060890

**Email:** james@marionesq.com

Correspondent Name: James P Marion
Address Line 1: 1366 5th Avenue, #3

Address Line 4: San Francisco, CALIFORNIA 94122

NAME OF SUBMITTER:	James P Marion
SIGNATURE:	/James Marion/
DATE SIGNED:	06/26/2017

### **Total Attachments: 3**

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of May 25, 2017 ("Effective Date"), is made by HARVEST ON GEARY, INC., a California corporation, located at 1565 Madison Street, Ste. B., Oakland, CA 94612 ("Seller"), in favor of COSECHA HOLDING CO., INC., a California corporation, located at 1565 Madison Street, Ste. B., Oakland, CA 94612 ("Buyer").

WHEREAS, Seller wishes to transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with various authorities as necessary; and

WHEREAS, Seller is owner of the HARVEST trademark, as well as the federal trademark application (Serial No. 87134385)("Trademark"), as set forth on attached Schedule 1; and

WHEREAS, Buyer wishes to acquire all rights that Seller may have in the and to the Trademark, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark:
  - (a) the Trademark set forth on Schedule 1 attached hereto:
- (b) all rights of any kind whatsoever of Seller 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 and/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.

Harvest On Geary, Inc./Cosecha Holding Co., Inc.
Trademark Assignment Aamt.

- 2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademark is properly assigned to Buyer, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties bereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Date.

HARVEST ON GEARY, INC.

By: MITTY
Name: MARCIN HIGGINS

AGREED TO AND ACCEPTED:

COSECHA HOLDING CO., INC.

Harvest On Geary, Inc./Cosecha Holding Co., Inc. Trademark Assignment Agmt.

### SCHEDULE 1

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**RECORDED: 06/26/2017**