

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rice's Lucky Clover Honey Inc.		07/07/2017	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rice's Honey, LLC		
<b>Street Address:</b>	3331 W 29th Street		
<b>City:</b>	Greeley		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80631		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4907979	L.R. RICE	
<b>Registration Number:</b>	4931414	RICE FAMILY HONEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149224142		
<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>			
<b>Phone:</b>	2149224119		
<b>Email:</b>	nward@hallettperrin.com		
<b>Correspondent Name:</b>	Nadine Ward		
<b>Address Line 1:</b>	1445 Ross Avenue, Suite 2400		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>NAME OF SUBMITTER:</b>	Bruce H. Hallett		
<b>SIGNATURE:</b>	/bruce h. hallett/		
<b>DATE SIGNED:</b>	07/10/2017		
<b>Total Attachments: 6</b>			
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## BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale") is executed and delivered as of July 7, 2017 by Rice's Lucky Clover Honey, Inc., a Colorado corporation ("Seller") in favor of Rice's Honey, LLC, a Delaware limited liability company ("Purchaser").

### RECITALS

A. Purchaser, Seller and Seller's shareholders entered into that certain Asset Purchase Agreement, dated as of July 7, 2017 (the "Agreement"), pursuant to which, at the Closing, Seller has agreed to sell, assign, convey and transfer to Purchaser, and Purchaser has agreed to purchase from Seller, the Purchased Assets as described in the Agreement, for the consideration and upon the terms set forth in the Agreement.

B. Capitalized terms used herein without definition shall have the respective meanings set forth in the Agreement.

C. Purchaser and Seller now desire to carry out the intent and purpose of the Agreement by, among other things, the execution and delivery of this Bill of Sale.

### BILL OF SALE

NOW, THEREFORE, concurrently with the execution and delivery hereof, pursuant to the Agreement, Seller is conveying to Purchaser all of Seller's right, title and interest in and to certain assets of the Seller as described in the Agreement (the "Acquired Assets"). Nothing in this Bill of Sale shall alter any liability or obligation of the Seller arising under the Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Acquired Assets. Any capitalized terms not defined herein shall have the definition set forth in the Agreement. The Acquired Assets are conveyed by the Agreement, this Bill of Sale and a separate Assignment and Assumption Agreement.

1. Conveyance and Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer, set over and deliver unto Purchaser, its successors and assigns, subject to the limitations contained in the Agreement, right, title and interest in and to the following Acquired Assets:

- a. all inventory, supplies, equipment, materials, prototypes, tools, supplies, furniture, improvements, computer hardware and other tangible assets owned by the Seller in connection with the operation of the Business as described on Exhibit A attached hereto;
- b. all licenses, permits, consents, approvals, authorizations and certifications of the Seller (including without limitation all UPC's and GTIN's), and correspondence and records in respect of the foregoing in each to the extent transferrable, necessary to enable Seller to conduct the Business;
- c. owned Intellectual Property rights and Licensed Intellectual Property rights and related goodwill owned, used or held for use by the Seller in connection with the operation of the Business ("Assigned Intellectual Property Rights") including but not limited to those rights described on Exhibit B attached hereto;

- d. all rights, claims and causes of action of the Seller relating to the Business against other Persons (regardless of whether or not such claims and causes of action have been asserted by the Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by the Seller and related to the Business (regardless of whether such rights are currently exercisable);
- e. all assigned accounts receivables;
- f. all Business records;
- g. to the extent not covered above, any assets included in the calculation of Closing Date Net Working Capital assets; and
- h. any prepaid expenses and any deposits, prepayments, guaranties, letters of credit and other security deposits held by the Seller or by a third party on behalf of the Seller in connection with the operation of the Business, including but not limited to, those shown on Schedule 2.1(a)(viii).

2. Parties in Interest. This Agreement will be for the sole benefit of the Parties and their respective successors, permitted assigns and legal representatives and is not intended, nor will it be construed, to give any Person, other than the Parties and their respective successors, permitted assigns and legal representatives, any legal or equitable right, remedy or claim hereunder.

3. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts for the convenience of the Parties, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format will be effective as delivery of a manually executed counterpart to this Agreement.

4. Governing Law; Jurisdiction. This Agreement will be governed by, and construed in accordance with the laws of the State of Colorado, without reference to conflict of law principles. The Parties hereby agree and consent to be subject to the exclusive jurisdiction of the state and federal courts located in the State of Colorado and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such Action. In furtherance of the foregoing, each of the Parties (a) waives the defense of inconvenient forum, (b) agrees not to commence any action arising out of this Agreement or any transactions contemplated hereby other than in any such court, and (c) agrees that a final judgment in any such Action (including any appeals therefrom) will be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by Legal Requirement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the date first written above.

Rice's Lucky Clover Honey, Inc.

By: James W. Rice  
James W. Rice, President

AGREED AND ACCEPTED:

Rice's Honey, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment:  
Exhibit A – Acquired Assets  
Exhibit B – Assigned Intellectual Property Rights

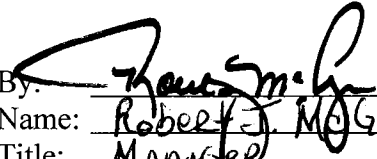
IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the date first written above.

Rice's Lucky Clover Honey, Inc.

By: \_\_\_\_\_  
James W. Rice, President

AGREED AND ACCEPTED:

Rice's Honey, LLC

By:  \_\_\_\_\_  
Name: Robert J. McGee  
Title: MANAGER

Attachment:

Exhibit A – Assets

Exhibit B – Assigned Intellectual Property Rights

Exhibit A

Acquired Assets

Accounts Receivable

Raw Inventory

Finished Goods

Prepaid Assets

Fixed Assets:

Partial Undivided Interest in Leasehold Improvements

Partial Undivided Interest in Production Equipment

Vehicles

Office Equipment/Furniture and Fixtures

Partial Undivided Interest in Bottle Mold

ERP

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Partial Undivided Interest in Class VII Intangibles

Exhibit B

Assigned Intellectual Property Rights

Trademarks:

<u>Trademark:</u>	<u>Serial No. / Registration No.:</u>	<u>Details:</u>
L.R. Rice	86668476 / 4907979	Honey – Intl. Class 030, US Class 046 Online Wholesale and Retail Store Services featuring honey – Intl Class 035, US Class 100, 101, and 102
Rice Family Honey	86668487 / 4931414	Honey – Intl. Class 030, US Class 046

Domain Websites for the following:

- a. ricehoney.com
- b. riceshoney.com
- c. rawusahoney.com
- d. rawandunfilteredhoney.com
- e. ricefamilyhoney.com
- f. usarawhoney.com
- g. rawushoney.com
- h. usrawhoney.com

Social Media accounts as follows:

- a. Pinterest account
- b. Amazon account
- c. Facebook account
- d. Twitter account
- e. Instagram account

Company IP Agreements:

1. Agreement by and between Navigator Business Solutions, Inc. and Rice's Lucky Clover Honey, Inc. dated 5/2/16 – ERP Software
2. Supply Agreement by and between Tricorbraun and Rice's Lucky Clover Honey, Inc. dated 04/16/2015