

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winona Foods, Inc.		12/18/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Winona Pure, Inc.		
Street Address:	3137 East 26th St.		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3895025	WINONA PURE	
CORRESPONDENCE DATA			
Fax Number:	2136249441		
<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:	2136295700		
Email:	mfriend@clarktrev.com		
Correspondent Name:	Michele B. Friend		
Address Line 1:	800 Wilshire Blvd. 12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Michele B. Friend		
SIGNATURE:	/michele b. friend/		
DATE SIGNED:	01/18/2018		
Total Attachments: 4			
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OP \$40.00 3895025

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into this 18th day of December, 2017 (the "Effective Date") by and between **WINONA FOODS, INC.**, a Wisconsin corporation ("Assignor") and **WINONA PURE, INC.**, a Wyoming corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the entire right, title and interest in and to the U.S. Registered Trademark filed with the United States Trademark Office identified as serial number 77-826.543, "Winona Pure," filed on September 15, 2009 (see attached Exhibit "A" and hereinafter referred to as the "Mark"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement effective on even date herewith which, among other provisions, requires Assignor to assign to Assignee all of Assignor's right, title and interest in and to the Mark; and

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to the Mark and Assignee desires to accept such assignment; and

WHEREAS, Assignor and Assignee believe that it is in their mutual best interests to set forth their understandings with respect to the assignment of the Mark in writing.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor's right, title and interest in and to the Mark, together with all goodwill symbolized by the Mark.
2. **Warranty**. Assignor represents and warrants that:
 - A. Assignor owns the entire right, title and interest in and to the Mark;
 - B. The Mark is currently valid;
 - C. Assignor has not licensed the Mark to any other person or entity or granted either expressly or implied, any trademark or service mark rights with respect to the Mark to any other person or entity;
 - D. There are no liens or security interests affecting the Mark; and

E. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

3. **Post-Closing Obligations.** Assignee shall be responsible for filing any and all documents with the United States Patent and Trademark Office in order to affect the transfer of the Mark from Assignor to Assignee as contemplated by this Agreement. At any time, and from time to time after the effective date, at Assignee's request, Assignor shall execute and deliver such instruments of transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment of the Mark to Assignee and to confirm Assignee's title to the Mark.

4. **Termination of Use.** After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto except as may be expressly authorized by the parties hereto.

5. **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects: (a) when hand delivered; (b) one (1) day after when sent by prepaid express or courier delivery service; or (c) three (3) days after deposited in the United States mail, certified mail, postage prepaid, return receipt requested, in each case addressed as follows, or to such other address as shall be designated by notice duly given:

To Assignor: Winona Foods, Inc.
Attn: Terry K. Steinmann
1552 Lineville Road
Green Bay, WI 54313

with a copy to: Metzler, Timm, Treleven, S.C.
Attn: David J. Timm
222 Cherry Street
Green Bay, WI 54301-4223

To Assignee: Winona Pure, Inc.
Attn: Ross Sklar
3137 East 26th Street
Vernon, CA 90028

with a copy to: Clark & Trevithick
Attn: Alexander C. McGilvary, Jr.
800 Wilshire Blvd., 12th Floor
Los Angeles, CA 90017

6. **Governing Law and Venue.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. Any legal

EXHIBIT "A"

United States of America
United States Patent and Trademark Office

WINONA 
Pure

Reg. No. 3,895,025

Registered Dec. 21, 2010

Int. Cl.: 29

TRADEMARK

PRINCIPAL REGISTER

WINONA FOODS, INC. (WISCONSIN CORPORATION)
1552 LINEVILLE ROAD
GREEN BAY, WI 54313

FOR: SPRAY COOKING OILS, NAMELY, EXTRA-VIRGIN OLIVE OIL, OLIVE OIL, CANOLA OIL, AND GRAPE-SEED OIL, IN CLASS 29 (U.S. CL. 46).

FIRST USE 4-9-2010; IN COMMERCE 4-9-2010.

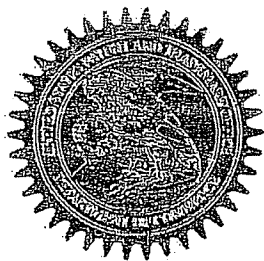
NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PURE", APART FROM THE MARK AS SHOWN.

THE COLOR(S) OLIVE GREEN AND BLACK IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE WORDS "WINONA PURE" IN BLACK, IN STYLIZED FORM, WITH THE WORD "WINONA" ABOVE THE WORD "PURE", AND AN OLIVE GREEN DROP POSITIONED TO THE RIGHT OF THE WORD "WINONA" AND ABOVE THE WORD "PURE".

SN 77-826,543. FILED 9-15-2009.

DAVID ELTON, EXAMINING ATTORNEY



David J. Kayas

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 006253 FRAME: 0046

proceeding initiated in connection with this Agreement shall be brought in a forum consisting of either the United States District Court for the Eastern District of Wisconsin, located in Green Bay, Wisconsin, or in the Circuit Court for Brown County, Wisconsin.

7. **Assignment/Binding Effect.** The parties may not assign or transfer their rights, duties, obligations or interest in or under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon all parties hereto, their respective legal representatives, and, if applicable, their successors and assigns.

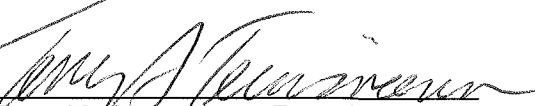
8. **Entire Agreement.** This Agreement, together with any documents delivered pursuant hereto, supersedes all prior documents, understandings or agreements, oral or written, related to the transactions contemplated hereby and constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of or amendment to or waiver of any provisions of this Agreement, or any document delivered pursuant to this Agreement, unless otherwise expressly provided therein, may be made only by an instrument in writing executed by the party against whom enforcement thereof is sought.

9. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

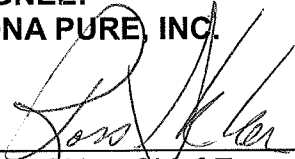
10. **Execution.** The parties may execute this Agreement in counterparts, by facsimile signature or electronic signature, which shall be deemed as an original signature, and the execution of counterparts shall have the same force and effect as if all parties had signed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date first written above.

**ASSIGNOR:
WINONA FOODS, INC.**

By: 
Terry K. Steinmann, President

**ASSIGNEE:
WINONA PURE, INC.**

By: 
Ross Sklar, Chief Executive Officer