

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/15/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finnegan Frost, Inc.		02/15/2014	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Ethos Bakery, LLC		
Street Address:	2000 Logston Blvd #125		
City:	Richland		
State/Country:	WASHINGTON		
Postal Code:	99354		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85485473	FARMSTYLE FROZEN YOGURT	
Serial Number:	85484468	FINNEGAN FROST	
CORRESPONDENCE DATA			
Fax Number:	5093238979		
<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:	509-944-4647		
Email:	trademarks@leehayes.com,karig@leehayes.com		
Correspondent Name:	Kari Gondry		
Address Line 1:	601 W Riverside Ave. Suite 1400		
Address Line 4:	Spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	E077-0003TMUS, 0004TMUS		
NAME OF SUBMITTER:	Kari Gondry		
SIGNATURE:	/Kari Gondry/		
DATE SIGNED:	01/19/2018		
Total Attachments: 6			
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AGREEMENT FOR SALE OF BUSINESS

AGREEMENT MADE February 15, 2014, between

SELLER Finnegan Frost, Inc.

ADDRESS 696 Gage Blvd., Richland, WA 99352

BUYER Ethos Bakery, LLC

ADDRESS 2000 Logston Blvd #125, Richland, WA 99354

This Purchase and Sale Agreement is accompanied by the following additional documents:

1. Exhibit A
2. Promissory Note
3. Security Agreement

The parties recite and declare:

1. Seller now owns and conducts a business known as Finnegan Frost at 696 Gage Blvd., Richland, WA 99352, County of Benton, State of Washington.
2. Seller desires to sell and Buyer desires to buy such business for the price and on the terms and conditions hereinafter set forth.

FOR THE REASONS set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer covenant and agree:

[REDACTED]

[REDACTED] The sale also includes transfer of ownership of all creative and intellectual property to Buyer, including but not limited to trademarks, intellectual property, all relevant communication media and tools, and all brand assets effective immediately upon execution of this agreement.

[REDACTED]

2. **Consideration.** In consideration for the transfer of the above-described business from Seller to Buyer, Buyer shall pay to Seller the sum of [REDACTED] which Seller shall accept from Buyer in full payment therefore, subject to the terms and conditions herein contained in this Purchase and Sale Agreement and its accompanying Promissory Note and Security Agreement. In addition to the aforementioned sale price, [REDACTED]

4. **Schedule of Assets**

Pursuant to 'Exhibit A' Seller declares a complete inventory of Unencumbered Assets entrusted freely and entirely to the care and management of Buyer. Seller subsequently acknowledges that these assets are free from liens, credit claims, or other encumbrances.

5. **Ownership and Transfer of Assets**

6. Declaration of Accuracy

Seller declares that all financial documents and data disclosed to Buyer prior to the execution of this agreement are accurate to the best of Seller's knowledge.

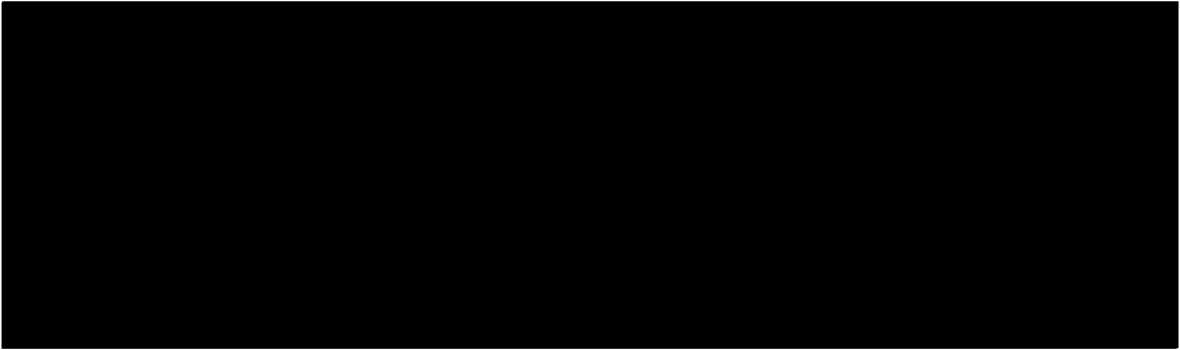
7. Adjustments at Closing. Adjustments shall be made at the time of closing for all operating expenses including, but not limited to, rent, insurance premiums, utility charges, payroll, and payroll taxes.

8. Time of Closing. The closing shall take place on March 10, 2014, at 11:00 am. Upon payment of the portion of the purchase price then due to Seller, Seller shall deliver to Buyer such instruments of transfer as are necessary to transfer to Buyer the business and property referred to herein. Such instruments of transfer shall effectively transfer to Buyer full title to the business and property free of all liens and encumbrances.

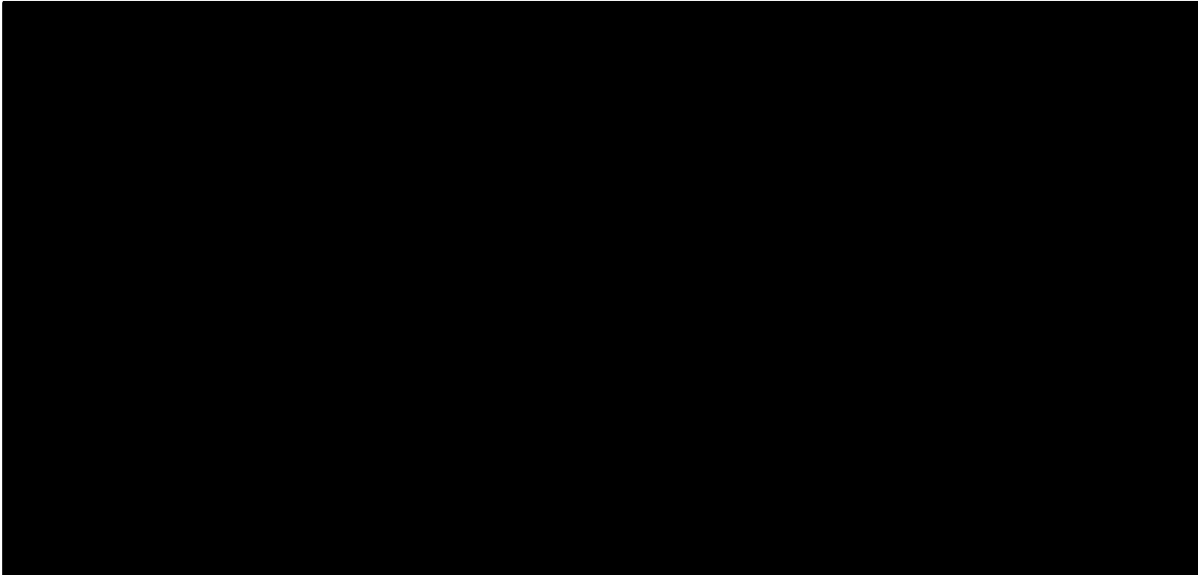


10. Representations of Seller. Seller represents and warrants that:

- (a) He/they is/are duly qualified under the laws of the State of Washington to carry on the business as now owned and operated.
- (b) He/they is/are the owner of and has good and marketable title to the property involved in this sale, free of all restrictions on transfer or assignment and all encumbrances except for those disclosed in Exhibit A.
- (c) No proceedings, judgments, or liens are now pending or threatened against him/them or against the business. Owners further certify that the business has no claims or threatened claims against them.
- (d) Seller has complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting Seller's properties or the operation of Seller's business.
- (e) He/they will, up to the date of closing, operate his business in the usual and ordinary manner and will not enter into any contract except as may be required in the regular course of business.



13. **Modification.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.



15. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

16. **Access to Documentation and Data**

Buyer has unrestrained access to all files, documents, intellectual property, and other creative assets generated by and in the possession of Seller, pertaining to Finnegan Frost, prior to this agreement. Consequently, Buyer may request any and all such documents at any time up to a

period of two years after the execution of this agreement, and Seller agrees to provide this documentation to the best of their knowledge, access, and ability, or make every possible effort to acquire it and provide it to buyer, within 7 days of the written request (email sufficient). Buyer



17. **Governing Law and Fees:** This agreement shall be governed by the laws of the State of Washington. In the event there is an action to enforce the terms of this agreement, the prevailing party shall be entitled to recover from the other party attorney fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement at

Bank Reale

SELLER Finnegan Frost, Inc.

[Handwritten signatures]

Matthew Kincaid Tyler Bonlers Michael Miller

BUYER Ethos Bakery, LLC

[Handwritten signature]

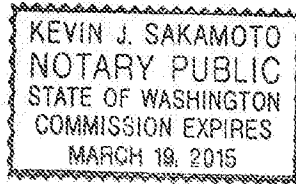
Angela Kora

Subscribed and sworn before me on this 10th day of March, 2014.

Notary Public

[Handwritten signature]

(seal)



PROMISSORY NOTE

[REDACTED]

Date: March 10, 2014

[REDACTED]

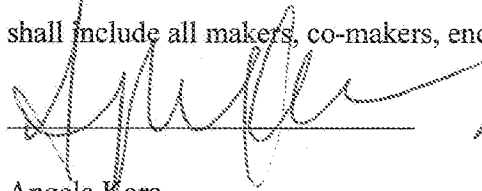
[REDACTED]

THERE will be no pre-payment penalty on this Note.

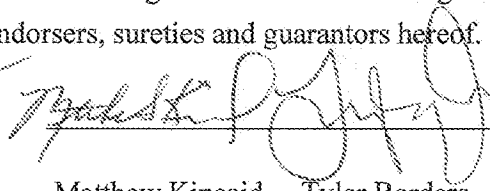
IF DEFAULT is made in payment after demand, and such default shall continue for a period of 10 days, then the holder hereof may, at its option, declare the whole sum then remaining unpaid immediately due and payable. A late fee in the amount of 5% of the payment in arrears, or the maximum allowed by law, whichever is greater, shall be due if the payment is not paid within 10 days of the due date. In case of any such default, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit is instituted. No failure to exercise the right to accelerate shall not operate as a waiver.

All payments shall first be charged to late charges, then to interest accrued and unpaid and the remainder to the reduction of principal.

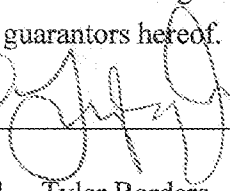
PRESENTMENT for payment, demand, notice of dishonor, protest, notice of protest and any homestead or personal property exemption allowed by the constitutions or laws of any state are hereby waived by the undersigned. Failure by the holder hereof to exercise any option granted it hereunder shall not constitute a waiver of future rights. The term "undersigned" as used herein shall include all makers, co-makers, endorsers, sureties and guarantors hereof.



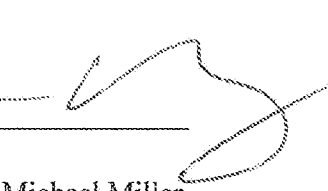
Angela Kora



Matthew Kincaid



Tyler Borders



Michael Miller