

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477132

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Oregon Potato Company | | 03/30/2018 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | William Guthrie | | |
| Street Address: | 41 North M. Street | | |
| City: | Pensacola | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32502 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3461983 | SIN IN A TIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 8506022004 | | |
| Email: | guthries@airmail.net | | |
| Correspondent Name: | William Guthrie | | |
| Address Line 1: | 41 North M. Street | | |
| Address Line 4: | Pensacola, FLORIDA 32502 | | |
| NAME OF SUBMITTER: | William Guthrie | | |
| SIGNATURE: | /William Guthrie/ | | |
| DATE SIGNED: | 06/07/2018 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 3461983

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain name Assignment (this "Assignment") is made as of March 30, 2018, by and between Oregon Potato Company ("OPC") a Washington corporation, ("Assignor"), and William Guthrie ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and each individually is referred to as a "Party."

RECITALS

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest that it may have in and to the following trademark (the "Mark"), including certain domain names (the "Domains"):

| Mark | Jurisdiction | Reg. or Serial No. | Registration/Filing Date |
|--|---|---------------------------|---------------------------------|
| Sin In A Tin | United States Patent and Trademark Office | 3461983 | July 8, 2008 |
| Lemon Lust | United States Patent and Trademark Office | 3467064 | July 15, 2008 |
| Domains | | | |
| sininatin.com sininatin.org lemonlust.com sininatin.xxx bestchocolatethingintheworld.com thebestchocolatethingintheworld.com thebestchocolatethingintheworld.net thebestchocolatethingintheworld.global chocolatepate.com thebestchocolatedessert.com | | | |

WHEREAS, the Parties have entered into that certain Bill of Sale and Assignment and Assumption Agreement dated as of March 30, 2018 (the "Sale Agreement").

WHEREAS, pursuant to the Sale Agreement, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Mark, together with the common law rights and goodwill of the business symbolized by the Mark and together with all of the business to which the Marks pertains.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Trademark and Domain Name Assignment and in the Sale Agreement, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee the Mark, and all of Assignor's right, title, and interest in, to, and under the Mark, including any and all common law rights thereof and applications and registrations therefor and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other country or jurisdiction throughout the world, together with the common law rights and goodwill of the business symbolized by the Mark and together with any and all causes of action and other rights assertable under the Mark, the right to recover for damages and profits from past, present, and future infringements or improper activities regarding the Mark, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Without limiting the generality of the foregoing, Assignee will have the sole right to sue and collect damages and/or profits for any past, present or future infringements or other violations of the Mark.

2. This assignment is made in connection with the transfer of the business to which the Mark pertains.

3. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Sale Agreement. In the event of any conflict or inconsistency between the terms of the Sale Agreement and the terms hereof, the terms of the Sale Agreement shall govern.

4. This Assignment and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. This Assignment, and any subsequent written amendments or modifications to this Assignment, shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its or any other jurisdiction's conflict of laws rules or principles. This Assignment may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument.


5. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without consideration to execute all documents, assist in all proceedings (at the sole cost and expense of the Assignee), and cause such other lawful acts to be performed as Assignee may reasonably deem appropriate to perfect, register, or record the rights of the Assignee to the Mark and to effect fully this Assignment.

[Signature Page Follows.]

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have caused this Assignment to be executed by their duly authorized representatives effective as of the 30th day of March, 2018.

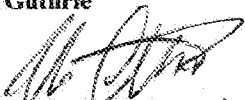
ASSIGNOR:

Oregon Potato Company

By: 
Name: Steven Masterson
Its: Vice President

ASSIGNEE:

William Guthrie

By: 
Name: William Guthrie
Its: _____

03/30/2018

[Signature Page to Trademark Assignment]