

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481229

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		07/10/2018	Corporation:
RECEIVING PARTY DATA			
Name:	William J 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:	3467064	LEMON LUST	
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:	850-602-2004		
Email:	wguthrie@airmail.net		
Correspondent Name:	William Guthrie		
Address Line 1:	41 North M. Street		
Address Line 4:	Pensacola, FLORIDA 32502		
NAME OF SUBMITTER:	William J Guthrie		
SIGNATURE:	/William J Guthrie/		
DATE SIGNED:	07/10/2018		
Total Attachments: 3			
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OP \$40.00 3467064

ASSIGNMENT OF TRADEMARKS, DOMAINS AND GS1 GTIN NUMBERS

This Trademark and Domain name Assignment (“Assignment”) is made as of March 23, 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 has in and to the following trademarks (“Trademarks, Domains and GTINs”), domain names (“Domains”) and GS1-certified Global Trade Item Numbers (“GTINs”):

Trademarks, Domains and GTINs	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			
CS1-certified GTINs			
Sin In A Tin Unit 00884038999945 Sin In A Tin Case 10884038999942 Sin In A Tin Terrine (44 oz) 884038999969 Sin In A Tin Terrine Case (number unknown) Lemon Lust Unit 884038999976 Lemon Lust Case (number unknown)			

WHEREAS, the Parties have entered into that certain Bill of Sale and Assignment and Assumption Agreement dated as of March 23, 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 Trademarks, Domains and GTINs, together with the common law rights and goodwill of the business symbolized by the Trademarks, Domains and GTINs and together with substantially all of the business to which the Trademarks, Domains and GTINs pertain.

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 Trademarks, Domains and GTINs, and all of Assignor's right, title, and interest in, to, and under the Trademarks, Domains and GTINs, 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 Trademarks, Domains and GTINs and together with any and all causes of action and other rights assertable under the Trademarks, Domains and GTINs, the right to recover for damages and profits from past, present, and future infringements or improper activities regarding the Trademarks, Domains and GTINs, 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 Trademarks, Domains and GTINs.

2. This assignment is made in connection with the transfer of the business to which the Trademarks, Domains and GTINs pertain.

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 Trademarks, Domains and GTINs 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.

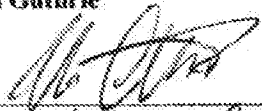
ASSIGNOR:

Oregon Potato Company

By: 
Name: Steven Marking
Its: Vice President

ASSIGNEE:

William Guthrie

By: 
Name: William Guthrie
Its: _____

03/30/2018

[Signature Page to Trademark Assignment]