

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Burchell Nursery, Inc.		07/10/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wawona Packing Co, LLC		
Street Address:	12133 Avenue 408		
City:	Cutler		
State/Country:	CALIFORNIA		
Postal Code:	93615		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2761176	FLARE	
Registration Number:	2743512	SUMMER FLAME	
Registration Number:	2743511	SPRING FLAME	
Registration Number:	2778281	FLAME PEACH	
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:	302-984-6135		
Email:	trademarks@potteranderson.com		
Correspondent Name:	Robert D. Ward		
Address Line 1:	1313 N. Market Street		
Address Line 2:	Potter Anderson & Corroon LLP		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:	Robert D. Ward		
SIGNATURE:	/Robert D. Ward/		
DATE SIGNED:	10/01/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made this 10th day of July, 2018, by and between The Burchell Nursery, Inc., a California corporation (“*Assignor*”), and Wawona Packing Co. LLC, a California limited liability company (“*Assignee*”).

WHEREAS, Assignor is the owner of the Transferred Trademarks as specified on **Exhibit B** and all goodwill associated therewith; and

NOW THEREFORE, Assignor does hereby assign, sell and transfer unto Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the entire right, title and interest in and to the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, any registrations therefor, and the right to sue for past, present or future infringements or dilution thereof and to recover damages and obtain all other remedies in respect to any such infringements or dilution thereof. This Assignment may be recorded with any governmental body in order to perfect the ownership interest of Assignee.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications and other papers reasonably necessary to secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Transferred Trademarks in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first above written.

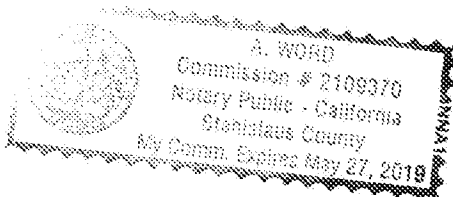
ASSIGNOR:

The Burchell Nursery, Inc.

By: [Signature]
Name: Tom Burchell
Title: President / CEO

STATE OF California :
COUNTY OF Stanislaus :

Before me, a notary public in and for the State and county written above, on this 29 day of June, 2018, personally appeared Tom Burchell, personally known to me or proved to me on the basis of satisfactory evidence, and who having first executed the foregoing instrument in my presence, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that the instrument be recorded.



[Signature]
Notary Public

ASSIGNEE:

Wawona Packing Co. LLC

By: _____
Name: _____
Title: _____

[Signature Page to the Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

The Burchell Nursery, Inc.

By: _____

Name:

Title:

STATE OF _____:

COUNTY OF _____:

Before me, a notary public in and for the State and county written above, on this ____ day of _____, 2018, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, and who having first executed the foregoing instrument in my presence, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that the instrument be recorded.

Notary Public

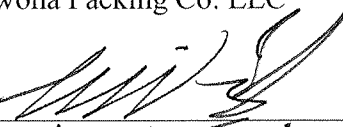
ASSIGNEE:

Wawona Packing Co. LLC

By: _____

Name:

Title:


Name: Will Feiz
Title: CEO

[Signature Page to the Trademark Assignment]

EXHIBIT B
TRANSFERRED TRADEMARKS

A. United States Trademark Registrations

Mark	Status	App. No.	Filing date	Reg. No.	Reg. date	Class	Goods
FLARE (typeset word)	Registered	76/418,272	6/10/2002	2,761,176	9/9/2003	31	Live nectarine trees and fresh nectarines
SUMMER FLAME (typeset word)	Registered	76/240,642	4/12/2001	2,743,512	7/29/2003	31	Fresh peaches, and live trees in bulk quantities for use by the commercial nursery industry
SPRING FLAME (typeset word)	Registered	76/240,641	4/12/2001	2,743,511	7/29/2003	31	Fresh peaches, and live trees in bulk quantities for use by the commercial nursery industry
FLAME PEACH (typeset word)	Registered	76/240,640	4/12/2001	2,778,281	10/28/2003	31	Fresh peaches, and live trees in bulk quantities for use by the commercial nursery industry