

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spruce Naturals, LLC		11/15/2018	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Stonewall Kitchen, LLC		
Street Address:	2 Stonewall Lane		
City:	York		
State/Country:	MAINE		
Postal Code:	03909		
Entity Type:	Limited Liability Company: MAINE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5467156	NAPA VALLEY NATURALS	
Registration Number:	4167415	FROM SOIL TO SOUL	
Registration Number:	3962210	MONTEBELLO ESTABLISHED 1388	
Registration Number:	3733092	NAPA VALLEY NATURALS	
Registration Number:	2099201	NAPA VALLEY NATURALS	
Registration Number:	2507754	LAPAS	
Registration Number:	1408795	GARDEN TIME	
CORRESPONDENCE DATA			
Fax Number:	2077723627		
<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:	207 772-1941		
Email:	dnathanson@dwmlaw.com		
Correspondent Name:	Daina J. Nathanson		
Address Line 1:	84 Marginal Way		
Address Line 2:	Suite 600		
Address Line 4:	Portland, MAINE 04101		
NAME OF SUBMITTER:	Daina J. Nathanson		
SIGNATURE:	/Daina J. Nathanson/		

OP \$190.00 5467156

DATE SIGNED:	12/31/2018
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Total Attachments: 4
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Assignment and Assumption Agreement") is made and entered into as of November 15, 2018 (the "Effective Date") by and between **SPRUCE NATURALS, LLC**, a Nevada limited liability company ("Transferor"), and **STONEWALL KITCHEN, LLC**, a Maine limited liability company ("Transferee").

WHEREAS, Transferor, Transferee, and certain other parties are party to that certain Membership Interest Purchase Agreement dated as the date hereof (the "Purchase Agreement");

WHEREAS, Transferee has agreed to execute and deliver this Assignment and Assumption Agreement to Transferor immediately prior to the dissolution of the Transferor (such term and other capitalized terms used but not defined herein having the meanings assigned to them in the Purchase Agreement) (the "Effective Time"); and

WHEREAS, Transferor desires to assign and Transferee desires to accept all of Transferor's right, title and interest in and to the tangible and intangible assets of the Transferor and Transferee desires to assume all of the liabilities of Transferor (the "Assignment and Assumption"), in each case pursuant to this Assignment and Assumption Agreement; and

WHEREAS, immediately following the Assignment and Assumption, Transferor will dissolve.

NOW, THEREFORE, in consideration of the mutual covenants and other agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee hereby agree as follows:

1. **Assignment and Assumption.** As of the Effective Time, Transferor hereby assigns, transfers, conveys and delivers to Transferee, and Transferee hereby accepts all of Transferor's right, title and interest in and to all tangible and intangible assets and other property of Transferor. As of the Effective Time, Transferee hereby assumes, becomes responsible and agrees to pay and perform all liabilities of the Transferor.
2. **Governing Law.** This Assignment and Assumption Agreement, shall be governed by and construed in accordance with the internal laws of the State of Delaware.
3. **Binding Effect.** This Assignment and Assumption Agreement and the provisions contained herein shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. **Counterparts.** This Assignment and Assumption Agreement may be executed in multiple original, facsimile or electronic counterparts (including via PDF), each of which shall be deemed an original, but all of which together constitute one and the same agreement.

5. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the Assignment and Assumption.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement on the date first above written.

TRANSFEROR:

SPRUCE NATURALS, LLC, a Nevada limited liability company


By:  _____

Name: John Stiker

Title: CEO

TRANSFeree:




STONEWALL KITCHEN LLC, a Maine limited liability company

By:  _____

Name: John Stiker

Title: CEO

Section 2.10(a) – Intellectual Property

Trademark	Filing Date	Registration Date	Registration No.	Goods	Status	Date of First Use Claimed
	03/27/2017	05/15/2018	5467156	Foods, namely, avocado oil, sunflower oil, safflower oil, sesame oil, rice bran oil and peanut oil	Registered	2016
FROM SOIL TO SOUL	11/02/2011	07/03/2012	4167415	Olive oil; cooking oil, vinegar; cooking wine	Registered	N/A
MONTEBELLO ESTABLISHED 1388	09/10/2008	05/17/2011	3962210	Olive oil; pasta; pasta sauce; rice and vinegar	Registered	For Oil – 2006; for pasta, pasta sauce, rice and vinegar - 1998
	05/31/2007	01/05/2010	3733092	Vinegar	Registered	2001
	08/21/1996	09/23/1997	2099201	Foods, namely, olive oil, canola oil	Registered	1992
LAPAS	07/26/1999	11/13/2001	2507754	Olive oil and processed olives	Registered	N/A
GARDEN TIME	11/12/1985	09/09/1986	1408795	Pasta	Registered	N/A

Domain Names:

- i. www.napavalleynaturals.com
- ii. www.sprucefoods.com
- iii. www.montebelloorganic.com
- iv. www.gardentimeorganic.com