

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/21/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JDK Holdings, LLC d/b/a Winberry Farms		01/25/2019	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Herban Industries OR LLC		
<b>Street Address:</b>	280 SW Moonridge Place		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97438		
<b>Entity Type:</b>	Limited Liability Company: OREGON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87877429	WINBERRY FARMS	
<b>Serial Number:</b>	87877430	W	
<b>Serial Number:</b>	87877427	WINBERRY FARMS	
<b>Serial Number:</b>	87877431	W	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	612-492-6842		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>NAME OF SUBMITTER:</b>	Jeffrey R. Cadwell		
<b>SIGNATURE:</b>	/Jeffrey R. Cadwell/		
<b>DATE SIGNED:</b>	01/28/2019		
<b>Total Attachments: 4</b>			

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

**Whereas**, JDK Holdings, LLC d/b/a Winberry Farms (“Assignor”), an Oregon limited liability company, with an address of 42466 Winberry Creek Road, Fall Creek, Oregon 97438 did, effective as of June 21, 2018, (the “Effective Date”), sell, transfer, and assign to Herban Industries OR LLC (“Assignee”), an Oregon limited liability company, with an address of 280 SW Moonridge Place, Portland, Oregon 97438, the trademarks more fully described in Schedule A (the “Marks”);

**Whereas**, Assignor owned all right, title, and interest in and to the Marks, along with any goodwill associated with the Marks.

**Whereas**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 21, 2018, pursuant to which Assignor transferred certain assets to Assignee, including the Marks, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Now, therefore**, the parties agreed as follows and hereby reconfirm:

1. Assignor sold, transferred, and assigned to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in the Marks as they existed anywhere in the world and as may be created or acquired at any date in the future, along with any goodwill associated with the Marks. This assignment included without limitation all applications and registrations for the Marks, all priority rights or claims based on international conventions, all rights to proceeds of the Marks, including income, royalties, fees, damages, profits, and payments then or thereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement, dilution, misappropriation, violation, misuse, breach, or default, of the Marks, including the right to any equitable relief recoverable, *Nunc Pro Tunc* effective as of the Effective Date.

2. Assignor agrees to execute and deliver any other documents and perform any other reasonable acts Assignee may request, in order to vest all of Assignee’s right, title and interest in and to the Marks that may be necessary and appropriate to effectuate the assignment and to establish Assignee’s rights in the Marks.

3. This assignment document may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this assignment document.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**JDK HOLDINGS, LLC  
D/B/A WINBERRY FARMS**

**HERBAN INDUSTRIES OR, LLC**

By: [Signature]  
Name: Kevin M. Spence  
Title: - SVP Manufacturing  
Date: - 1/23/2019  
-


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
-

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



JDK HOLDINGS, LLC  
D/B/A WINBERRY FARMS

HERBAN INDUSTRIES OR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Peter Kampion \_\_\_\_\_  
Title: CFO \_\_\_\_\_  
Date: Jan 25, 2019 \_\_\_\_\_

SCHEDULE A

Mark	Serial No.	Filing Date
WINBERRY FARMS	87877429	April 15, 2018
	87877430	April 15, 2018
WINBERRY FARMS	87877427	April 15, 2018
	87877431	April 15, 2018