

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresh Origins, LLC		04/30/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	San Diego Farms LLC		
Street Address:	70 W. Madison St., Suite 5710		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87645524	PETITE	
Serial Number:	87758198	MINI FLOWER CRYSTALS	
Serial Number:	87758555	MINI HERB CRYSTALS	
Serial Number:	86619203	PETITE	
Serial Number:	85793211	FRESHSPICE	
Serial Number:	85705806	FLOWER CRYSTALS	
Serial Number:	85625574	HERB CRYSTALS	
Serial Number:	85479087	FRESH ORIGINS	
Serial Number:	85478869	FRESH ORIGINS	
Serial Number:	74316719	SWEET PETITE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

CH \$265.00 87645524

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 38839-10150

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 06/11/2019

Total Attachments: 17

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of April 30, 2018, is by and between Fresh Origins, LLC, a California limited liability company ("Assignor") and San Diego Farms LLC a Delaware limited liability company, ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A and B (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith ("Purchase Agreement") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired Assignor's entire ongoing and existing business or that portion of the business to which any intent-to-use mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, including all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) certain common law trademarks, registered trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks"). Assignee is the successor-in-interest to the ongoing and existing business of Assignor, or that portion of the business to which any intent-to-use trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060.
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and

patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's reasonable expense Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
7. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

Signature Page Follows

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: FRESH ORIGINS, LLC

By: David Sasuga
Name: David Sasuga
Title: Manager

STATE OF New York)
) ss.
COUNTY OF New York)

Before me, the undersigned authority, on this 25 day of April, 2018, David Sasuga personally appeared known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignors.

Andrew Lee
Notary Public

[Signature]
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

ANDREW LEE
Notary Public - State of New York
Qualified in Nassau County
Registration No. 01LE6348401
Commission Expires September 26, 2020

ACCEPTED BY:

ASSIGNEE

By: Kelley Cornelis

Its: Vice President and Secretary

Date: _____

STATE OF IL)
COUNTY OF Cook) ss.

Before me, the undersigned authority, on this 26 day of April, 2018, personally appeared Kelley Cornelis known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Jenna Pfeil

Notary Public

Jenna E Pfeil
(Signature of Notary)



OFFICIAL SEAL
JENNA E PFEIL
NOTARY PUBLIC, STATE OF ILLINOIS
(Legibly Print My Commission Expires APR 15, 2018)

Signature Page to Intellectual Property Assignment Agreement

Schedule A-Trademarks

Pending and Registered Marks

Schedule A to Intellectual Property Assignment Agreement

<p>Flower Crystals</p>  <p>ALL NATURAL</p>  <p>Regenerative Cheese Enzyme Kebab NET WT 100g (3.52oz) Keebong Inc.</p>					
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Common Law Marks

Mark
FRESH ORIGINS® (word mark with design)
FRESH ORIGINS® (words only mark)
HERB CRYSTALS®
FLOWER CRYSTALS®
FRESHSPICE®
AMARANTH CARNIVAL MIX™
BUZZ BUTTON™
CELERY SNOWFLAKE LEAF™
CHEESE LEAF™
EDAMAME SHOOTS GOLD™
ENDIVE VIOLET FLASH™
FAVA SHOOTS GOLD™
FIRESTIX MIX™
FIRESTIX™
FLORET™
GIANT FIRE LEAF™
GOLD EDAMAME™

GOLD KAIWARE SHOOTS™

GOLD MUNG SHOOTS™

GOLDEN SHOOTS MIX™

Mark
HARICOT SHOOTS GOLD™
HEARTS ON FIRE™
HIBISCUS LEAF™
INTENSITY MIX™
KAIWARE SHOOTS GOLD™
KAIWARE SHOOTS RED™
LITTLE VEGGIES™ (Family of Marks)
LITTLE VEGGIES CARROT™
LITTLE VEGGIES CARROT MIX™
LITTLE VEGGIES CELERY™
LITTLE VEGGIES CRUDITE MIX™
LITTLE VEGGIES MIREPOIX MIX™
LITTLE VEGGIES ONION™
LITTLE VEGGIES ONION RED™
LITTLE VEGGIES RADISH™
LITTLE VEGGIES TURNIP™
LITTLE VEGGIES TURNIP MIX™
LUCKY SHAM ROCK™

MARIGOLD FLORET™

MICRO ABSINTHE MIX™
MICRO ABSINTHE™
MICRO ANTIOXIDANT MIX™
MICRO ASIAN MALLOW™
MICRO ASIAN MIX™
MICRO BACHELOR'S BUTTON FLORET™
MICRO BASIL CINNAMON™
MICRO BASIL MIX™
MICRO BASIL NUTMEG™
MICRO BITIER MIX™
MICRO BLUE ROSE™
MICRO BLUE SAPPHIRE™
MICRO BUZZ LEAF™
MICRO CAJUN MIX™

Mark
MICRO CARROT FERN LEAF™
MICRO CARROT GRASS™
MICRO CARROT MIX™
MICRO CELERY FEATHER LEAF™
MICRO CELERY GOLD SPLASH™
MICRO CELERY MIX™
MICRO CHINESE CEDAR™
MICRO CITRUS MIX™
MICRO CUCUMBER™
MICRO CUMIN BLACK™
MICRO CUMIN™
MICRO DIANTHUS™

MICRO EDAMAME™
MICRO FINES HERBES MIX™
MICRO FIRESTIX™
MICRO FLOWERS BLEND™
MICRO FLOWER SUN DAISY™
MICRO FLOWERS™
MICRO FUCSHIA™
MICRO HEARTS ON FIRE™
MICRO HERB MIX™
MICRO HIBISCUS™
MICRO HONEYSUCKLE FLOWER™
MICRO INTENSITY MIX™
MICRO ITALIAN MIX™
MICRO KALE MIX™
MICRO KALE TUSCAN™
MICRO LAVENDER FLOWERS™
MICRO LICORICE MIX™
MICRO MARIGOLD FLORET™
MICRO MARIGOLD™
MICRO MINT LAVENDER™
MICRO MINT LEMON™
MICRO MINT LICORICE™
MICRO MINT LIME™
MICRO MINT MIX™
MICRO MIREPOIX MIX™

Mark
MICRO MITSUBA™
MICRO MUSTARD DIJON™
MICRO MUSTARD MIX™
MICRO OCEAN MIX™
MICRO OKRA™
MICRO ORCHID™

MICRO PEPPER FLOWER PURPLE™
MICRO PEPPER FLOWER WHITE™
MICRO POULTRY MIX™
MICRO PRIMAVERA MIX™
MICRO RADISH FIREWORKS™
MICRO RADISH RUBY™
MICRO RAPINI™
MICRO SAVORY™
MICRO SEA BEANS™
MICRO SHISO KOREAN™
MICRO SORREL BITTER™
MICRO SOUTHWEST MIX™
MICRO SPICY MIX™
MICRO SPINACH BURGUNDY™
MICRO SPANISH TARRAGON™
MICRO STAR FLOWER™
MICRO SUN DAISY™
MICRO SWEET SPICE MIX™
MICRO TANGERINE LACE™
MICRO WASABI™
MICRO WHITE MUM™
MICRO WHITE ROSE™
MINI CROWN™ (Family of Marks)
MINI CROWN ARUGULA™
MINI CROWN BULL'S BLOOD™
MINI CROWN CHARD MIX™
MINI CROWN FRECKLES™
MINI CROWN FRISEE™
MINI CROWN FUSION MIX™

Mark

MINI CROWN FUSION MIX™
MINI CROWN ICEPLANT™
MINI CROWN KALE COLORSTAR™
MINI CROWN LETIUCE MIX™
MINI CROWN LOLLO ROSSA™
MINI CROWN MACHE™
MINI CROWN MUSTARD GREEN FRILL™
MINI CROWN MUSTARD RED™
MINI CROWN MUSTARD RED FRILL™
MINI CROWN PAK CHOY RED™
MINI CROWN RADICCHIO™
MINI CROWN SNOW CRYSTAL™
MINI CROWN SPINACH RED™
MINI CROWN TATSOI™
MINI CROWN TOM THUMB™
MUNG SHOOTS GOLD™
MUSHROOM LEAF™
PEANUT LEAF™
PEA-WEE GREENS!™
PETITE™ (Family of Marks)
PETITE ABSINTHE™
PETITE AMARANTH RED™
PETITE AMARANTH CARNIVAL MIX™
PETITE ARUGULA™
PETITE ARUGULA SYLVETIA™
PETITE ASIAN MIX™
PETITE BASIL ALLSPICE™
PETITE BASIL CINNAMON™
PETITE BASIL HOLIDAY MIX™
PETITE BASIL ITALIAN™
PETITE BASIL LEMON™
PETITE BASIL MIDNIGHT™

Mark
PETITE BASIL MIX™
PETITE BASIL NUTMEG™
PETITE BASIL OPAL™
PETITE BASIL THAI™
PETITE BITIER MIX™
PETITE BROCCOLO SPIGARIELLO™
PETITE BUZZ LEAF™
PETITE CELERY™
PETITE CHARD MIX™
PETITE CHERVIL™
PETITE CHICKWEED™
PETITE CHIVES™
PETITE CHIVES GARLIC™
PETITE CILANTRO™
PETITE CITRUS MIX™
PETITE DILL™
PETITE EDAMAME™
PETITE EPAZOTE™
PETITE FAVA GREEN™
PETITE FAVA LEAF™
PETITE FENNEL™
PETITE FINES HERBES MIX™
PETITE FRISEE™
PETITE HARICOT LEAF™
PETITE HEARTS ON FIRE™
PETITE HERB MIX™
PETITE HERBS DE PROVENCE™
PETITE ICEPLANT DELICATA™
PETITE ICEPLANT™
PETITE ITALIAN MIX™
PETITE KALE MIX™
PETITE LAVENDER™
PETITE LEGUME MIX™
PETITE LEMON BALM™
PETITE LEMON GRASS™
PETITE LETIUCE FRECKLES™
PETITE LETIUCE GOURMET MIX™
PETITE LETIUCE LOLLO ROSSA™
PETITE LICORICE MIX™

Mark
PETITE LILYETTE LEAF™
PETITE LUCKY SHAMROCK™
PETITE MACHE™
PETITE MARJORAM™
PETITE MEADOW SORREL MIX™
PETITE MEADOW SORREL RED™
PETITE MERLOT MIX™
PETITE MINT ITALIAN™
PETITE MINT LAVENDER™
PETITE MINT LEMON™
PETITE MINT LICORICE™
PETITE MINT MIX™
PETITE MINT™
PETITE MINUTINA™
PETITE MITSUBA™
PETITE MIZUNA™
PETITE MUNG LEAF™
PETITE MUSTARD GREEN FRILL™
PETITE MUSTARD MIX™
PETITE MUSTARD RED™
PETITE MUSTARD RED FRILL™
PETITE NASTURTIUM LEAF™
PETITE OCEAN BEET GREEN™
PETITE OCEAN MIX™
PETITE OKRA™
PETITE ONION™
PETITE OREGANO™
PETITE PAK CHOY™
PETITE PAK CHOY RED™
PETITE PARSLEY CURLED™
PETITE PARSLEY ITALIAN™
PETITE PARSNIP™
PETITE PEA GREEN™
PETITE PRIMAVERA MIX™

PETITE PUMPKIN GREEN™
PETITE ROSEMARY™
PETITE SAGE™

Mark
PETITE SEA BEANS™
PETITE SEA FENNEL™
PETITE SEA GRASS™
PETITE SEASON'S MIX™
PETITE SHISO GREEN™
PETITE SHISO KOREAN™
PETITE SHISO MIX™
PETITE SHISO RED™
PETITE SHUNGIKU™
PETITE SORREL™
PETITE SORREL BITTER™
PETITE SORREL GREEN APPLE™
PETITE SOUTHWEST MIX™
PETITE SPANISH TARRAGON™
PETITE SPINACH BURGUNDY™
PETITE SPINACH LILAC™
PETITE SPINACH MIX™
PETITE SPINACH NEW ZEALAND™
PETITE SPINACH SWEET RED™
PETITE STEVIA™
PETITE SUGAR LEAF™
PETITE SWEET SPICE MIX™
PETITE TANGERINE LACE™
PETITE TARRAGON SPANISH™
PETITE TATSOI™
PETITE THYME™
PETITE VERDOLAGA™
PETITE WATERCRESS™
PETITE WATERCRESS PINK ICE™
PETITE WATERCRESS RED™
PETITE WOOD SORREL™
RED KAIWARE SHOOTS™

SAGE FLOWER MONET PINK™
SEASONS MIX™
SHISO BICOLOR LEAF™

Mark
SORREL BUTIERFLY PURPLE™
SORREL SILVER LEAF™
SPARKLER TOPS™
SPARKLERS™
SQUASH SHOOTS GOLD™
SUNSET GERANIUM LEAF™
TANGERINE LACE™
TENDER GREENS™
TENDERGREENS™
TENDERGREENS ARUGULA™
TENDERGREENS ASIAN SALAD™
TENDERGREENS BASIL ITALIAN™
TENDERGREENS BROCCOLO SPIGARIELLO™
TENDERGREENS BULL'S BLOOD™
TENDERGREENS CHARD MIX™
TENDERGREENS CHERVIL™
TENDERGREENS FENNEL
TENDERGREENS HERB SALAD™
TENDERGREENS ITALIAN SALAD™
TENDERGREENS KALE MIX™
TENDERGREENS MIZUNA™
TENDERGREENS MUSTARD RED™
TENDERGREENS PAK CHOY™
TENDERGREENS PRIMAVERA SALAD™
TENDERGREENS SORREL
TENDERGREENS TATSOI™
TENDERGREENS WATERCRESS™
TINY VEGGIES™ (Family of Marks)
TINY VEGGIES BEET™
TINY VEGGIES CARROT™
TINY VEGGIES CARROT MIX™

Mark
TINY VEGGIES CELERY™
TINY VEGGIES CRUDITE MIX™
TINY VEGGIES CUCUMBER™
TINY VEGGIES CUCUMBER WITH FLOWER™
TINY VEGGIES FENNEL™
TINY VEGGIES FENNEL ROOT™
TINY VEGGIES LEEK™
TINY VEGGIES MIREPOIX MIX™
TINY VEGGIES MUSTARD™
TINY VEGGIES ONION™
TINY VEGGIES ONION PURPLE™
TINY VEGGIES ONION RED™
TINY VEGGIES PAK CHOY™
TINY VEGGIES PARSLEY ROOT™
TINY VEGGIES PARSNIP™
TINY VEGGIES PEPPER™
TINY VEGGIES RADISH™
TINY VEGGIES RADISH MIX
TINY VEGGIES SCALLION™
TINY VEGGIES SCALLION RED™
TINY VEGGIES SQUASH™
TINY VEGGIES TURNIP™
TINY VEGGIES TURNIP MIX™
TINY VEGGIES TURNIP RED™

Schedule B-Patents

Title	Country	Filing Date	Patent Application No.	Issue Date
EXTENDED SHELF LIFE MICROGREEN PRODUCTS AND METHODS	United States	1/23/14	14162684	N/A
EXTENDED SHELF LIFE MICROGREEN PRODUCTS AND METHODS	PCT	1/24/14	PCT/US2014/013064	N/A
EXTENDED SHELF LIFE MICROGREEN PRODUCTS AND METHODS	Mexico	7/24/15	MX/a/2015/009586	N/A
EXTENDED SHELF LIFE MICROGREEN PRODUCTS AND METHODS	Canada	7/24/15	2899205	N/A
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	United States	2/6/14	14174837	N/A
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	United States	3/5/18	15912194	N/A
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	PCT	2/7/14	PCT/US2014/015417	N/A
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	China	9/29/15	201480019380.1	N/A
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	EP	7/28/15	14749292.0	N/A
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	Japan	8/3/15	2015-557146	N/A
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	South Korea	9/4/15	10-2015-7024291	N/A
BEVERAGE GLASS RIM COATING ARTICLE AND METHOD	United States	2/23/18	15904117	N/A

Schedule B to Intellectual Property Assignment Agreement