

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM531890

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Founding Farmers, LLC		01/01/2019	Corporation: D.C.
RECEIVING PARTY DATA			
Name:	FRG Holdco, LLC		
Street Address:	10605 Concord Street, Suite 201		
City:	Kensington		
State/Country:	MARYLAND		
Postal Code:	20895		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3551669	FOUNDING FARMERS	
Registration Number:	4028817	FF	
Registration Number:	5207022	FOUNDING FARMERS	
Registration Number:	4867891	BARN	
Registration Number:	4867892	FROM FARM TO CORK	
Registration Number:	5138455	THROUGH THE EYES OF THE FOUNDING FARMER	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5723		
Email:	carolyn.himmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	116199-0001		
NAME OF SUBMITTER:	Carolyn Himmelfarb		
SIGNATURE:	/Carolyn Himmelfarb/		
DATE SIGNED:	07/15/2019		

Limited liability company

CH \$165.00 3551669

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

Agraria, LLC, a North Dakota limited liability company, with an address at 1415 12th Avenue SE, Jamestown, ND 58401 and its wholly-owned subsidiary, Founding Farmers, LLC, a D.C. limited liability company, with an address at 1924 Pennsylvania Avenue, N.W., Washington, D.C. 20006 (collectively, "Assignors") and FRG HoldCo, LLC, a Delaware limited liability company, with an address at 10605 Concord Street, Suite 201, Kensington, MD 20895 ("Assignee"), enter into this Intellectual Property Assignment (together with all attachments and exhibits hereto, this "Assignment") as of January 1, 2019 (the "Effective Date").

Introduction

A. Assignors own all right, title and interest in and to certain intellectual property developed for and used in connection with the operation of the restaurants listed on Schedule A ("Farmers Restaurants"), which intellectual property includes, but is not limited to, trademarks, design logos, taglines, food and beverage recipes and formulas, menu designs, operating manuals and guidelines and certain aspects of the overall look and feel of the Farmers Restaurants as well as the intellectual property associated with private label products developed for and sold within the Farmers Restaurants (collectively, "Farmers IP"); and

B. As part of the ownership of the Farmers IP, Assignors own the trademarks set forth and described on Schedule B hereto (together with all other trademarks, service marks, logos, trade names, brand names and designations of source owned by Assignors and used in connection with the business of Assignors, its licensees, subsidiaries and/or affiliates, as of the Effective Date, collectively the "Marks"); and

C. Assignee desires to acquire all of Assignors' right, title, and interest in the Farmers IP, which includes the Marks (including any and all corresponding applications and registrations, goodwill associated with the Marks, and the right to sue to recover damages for any past and future infringement thereof).

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged:

Terms

1. Assignors do hereby sell, assign, transfer and convey to Assignee, its successors, and assigns, absolutely and forever, (a) Assignors' entire right, title and interest, whether statutory or at common law, in and to the Farmers IP in the United States and all countries throughout the world, together with the goodwill arising out of or in any way associated with such intellectual property, and (b) its entire right to bring actions for the enforcement of the Farmers IP, including but not limited to, the right to sue for and recover damages for any past and future infringement of the intellectual property.

2. Assignors do hereby covenant and agree to execute, for no additional consideration, such further documents and do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the intellectual property, including the Marks.

* * * * *

IN WITNESS WHEREOF, Assignors has caused this Assignment to be executed and delivered as of the Effective Date.

Agraria, LLC

By: DocuSigned by:
Mark Watne
2A8DE29479F0479...

Name: Mark Watne

Title: President

Date: _____

Founding Farmers, LLC

By: DocuSigned by:
Mark Watne
2A8DE29479F0479...

Name: Mark Watne

Title: President

Date: _____

ACCEPTED BY:

FRG HOLDCO, LLC

By: MVDS, LLC,
Its Managing Member

By: _____
Name: Daniel Simons
Title: Managing Principal
Date: _____

IN WITNESS WHEREOF, Assignors has caused this Assignment to be executed and delivered as of the Effective Date.

Agraria, LLC

By: _____

Name: Mark Watne

Title: President

Date: _____

Founding Farmers, LLC

By: _____

Name: Mark Watne

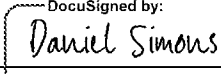
Title: President

Date: _____

ACCEPTED BY:

FRG HOLDCO, LLC

By: MVDS, LLC,
Its Managing Member

By:  _____
Name: Daniel Simons
Title: Managing Principal
Date: _____

SCHEDULE A

FARMERS RESTAURANTS

(Current as of January 1, 2019)

Founding Farmers DC
1924 Pennsylvania Ave. NW
Washington, D.C. 20006

MoCo's Founding Farmers
12505 Park Potomac Avenue
Potomac, MD 20854

Founding Farmers Tysons
1800 Tysons Blvd
Tysons, VA 22102

Founding Farmers King of Prussia
255 Main Street
King of Prussia, PA 19406

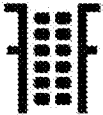
Farmers Fishers Bakers
3000 K Street, NW (Washington Harbour)
Washington, D.C. 20007

Farmers & Distillers
600 Massachusetts Avenue, NW
Washington, D.C. 20001

First Bake Café & Creamery
255 Main Street Level
King of Prussia, PA 19406

Founding Farmers Reston
1904 Reston Metro Plaza Drive
Reston, VA 20190

SCHEDULE B

Mark	App. #/ Reg. #	App. Date/ Reg. Date	Goods/Services	Owner
 FARMERS FISHERS BAKERS	4,429,746	11/5/2013	“Bar services; Restaurant and cafe services” in Class 43	Agraria, LLC
THROUGH THE EYES OF THE FARMER	4,462,492	1/7/2014	“Restaurant and catering services” in Class 43	Agraria, LLC
FARMERS FISHERS BAKERS	5,448,277	4/17/2018	“Bar services; Restaurant and cafe services” in Class 43	Agraria, LLC
FOUNDING FARMERS	3,551,669	12/23/2008	“Restaurant services” in Class 43	Founding Farmers, LLC
	4,028,817	9/20/2011	“Restaurant and bar services, including restaurant carryout services” in Class 43	Founding Farmers, LLC
FOUNDING FARMERS	5,207,022	5/23/2017	“Distilled spirits” in Class 33	Founding Farmers, LLC
BARN 	4,867,891	12/8/2015	“Wine” in Class 33	Founding Farmers, LLC

Mark	App. #/ Reg. #	App. Date/ Reg. Date	Goods/Services	Owner
FROM FARM TO CORK	4,867,892	12/8/2015	"Wine" in Class 33	Founding Farmers, LLC
THROUGH THE EYES OF THE FOUNDING FARMER	5,138,455	2/7/2017	"Restaurant and bar services" in Class 43	Founding Farmers, LLC