

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pamela's Products, Inc.		12/31/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Quinoa Corporation		
Street Address:	4653 Table Mountain Drive, Unit A		
City:	Golden		
State/Country:	COLORADO		
Postal Code:	80403		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5196841	AMBITION BAR	
Registration Number:	5224748	COLD BREW CHOCOLATE	
Registration Number:	5187545	ESPRESSO MYSELF	
Registration Number:	4547758	FIGGIES & JAMMIES	
Registration Number:	5356633	FIGGIES & JAMMIES BIG FIG	
Registration Number:	5197174	MATCHA HAPPINESS	
Registration Number:	5237876	OAT UP	
Registration Number:	3997847	PAMELA'S	
Registration Number:	4556084	PAMELA'S	
Registration Number:	5617683	PAMELA'S	
Registration Number:	4237421	SIMPLEBITES	
Registration Number:	4099057	WHENEVER BARS	
Serial Number:	86918795	BEYOND BAR	
Serial Number:	87457184	PAMELA'S TIDBITS	
Serial Number:	87110662	POPOLA	
Serial Number:	87472321	THE BAKER'S DAUGHTER	
Serial Number:	87290866	WE OWN TASTE	
CORRESPONDENCE DATA			

OP \$440.00 5196841

Fax Number: 3032231111

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.

Phone: (303)223-1100

Email: dntrademarkdocket@bhfs.com

Correspondent Name: Airina L. Rodrigues

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	016433.0008
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NAME OF SUBMITTER:	Airina L. Rodrigues
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SIGNATURE:	/Airina L. Rodrigues/
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DATE SIGNED:	02/07/2020
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 31, 2019 (the "Effective Date"), is by and between Pamela's Products, Incorporated, a California Corporation ("Assignor"), and Quinoa Corporation, a California Corporation ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. Assignor, Assignee and another signatory thereto are parties to an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and take from Assignor, the Marks (as defined below). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 (the "Marks"), together with Assignor's business or that portion of Assignor's business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the ongoing and existing business symbolized by the Marks.

2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or confusingly similar to the Marks or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees to assist Assignee, at Assignee's sole expense, in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. Assignor represents and warrants to Assignee that, other than as disclosed in the Disclosure Schedule to the Purchase Agreement: (a) Assignor was the sole owner of all rights, title and interest in the Marks, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Marks or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been

made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Marks, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Marks, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Marks are not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

5. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Colorado.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

PAMELA'S PRODUCTS, INCORPORATED

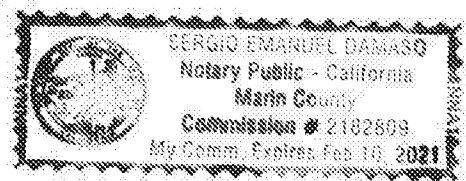
By: *Pamela Giusto Sorrells*
Name: Pamela Giusto-Sorrells
Title: Chief Executive Officer

STATE OF California
COUNTY OF Marin County } ss.

On Dec 27, 2019, before me, SERGIO EMANUEL DAMASO, Notary Public, personally appeared, PAMELA GIUSTO-SORRELLS, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 02/10/2021



[Signature]
Notary

[Faint notary record stamp with handwritten details: SERGIO EMANUEL DAMASO, PAMELA GIUSTO-SORRELLS]

[Signature]

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks

TRADEMARK	JURISDICTION	REG. NO.	REG. DATE	NEXT FILING DEADLINE
AMBITION BAR	USA	5,196,841	5/2/2017	5/2/2023 Declaration of Use 5/2/2027 Renewal
COLD BREW CHOCOLATE	USA	5,224,748	6/13/2017	6/13/2023 Declaration of Use 6/13/2027 Renewal
ESPRESSO MYSELF	USA	5,187,545	4/18/2017	4/18/2023 Declaration of Use 4/18/2027 Renewal
FIGGIES & JAMMIES	USA	4,547,758	6/10/2014	6/10/2024 Renewal
FIGGIES & JAMMIES	Canada (Counsel in Canada -- Perley-Robertson, et al)	TMA916635	10/9/2015	10/9/2030 Renewal
FIGGIES & JAMMIES BIG FIG	USA	5,356,633	12/12/2017	12/12/2023 Declaration of Use 12/12/2027 Renewal
MATCHA HAPPINESS	USA	5,197,174	5/2/2017	5/2/2023 Declaration of Use 5/2/2027 Renewal
OAT UP	USA	5,237,876	7/4/2017	7/4/2023 Declaration of Use 7/4/2027 Renewal
PAMELA'S	USA	3,997,847	7/19/2011	7/19/2021 Renewal
PAMELA'S	USA	4,556,084	6/24/2014	6/24/2024 Renewal
PAMELA'S	USA	5,617,683	11/27/2018	11/27/2024 Declaration of Use 11/27/2028 Renewal
PAMELA'S	Canada (Counsel in Canada -- Perley-Robertson, et al)	TMA952285	10/17/2016	10/17/2031 Renewal

<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>NEXT FILING DEADLINE</u>
SIMPLEBITES	USA	4,237,421	11/6/2012	11/6/2022 Renewal
SIMPLEBITES	Canada (Counsel in Canada – Perley-Robertson, et al)	TMA909874	7/30/2015	7/30/2030 Renewal
WHENEVER BARS	USA	4,099,057	2/14/2012	2/14/2022 Renewal
WHENEVER BARS	Canada (Counsel in Canada – Perley-Robertson, et al)	TMA909875	7/30/2015	7/30/2030 Renewal

Pending Trademark Applications

<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>	<u>NEXT FILING DEADLINE</u>
BEYOND BAR	USA	86918795	2/24/2016	Notice of Allowance issued 3/7/2017 / 5 th Extension Request filed	3/7/2020 – Last day to file Statement of Use
PAMELA'S TIDBITS	USA	87457184	5/19/2017	Notice of Allowance issued 6/26/2018 / 2 nd Extension Request filed	12/26/2019 – Statement of Use or 3 rd Extension due
POPOLA	USA	87110662	7/20/2016	Notice of Allowance issued 2/7/2017 / 5 th Extension Request filed	2/7/2020 – Last day to file Statement of Use
THE BAKER'S DAUGHTER	USA	87472321	6/1/2017	Notice of Allowance issued 9/26/2017 / 4 th Extension Request Filed	3/26/2020 - Statement of Use or 5 th Extension due
WE OWN TASTE	USA	87290866	1/5/2017	Notice of Allowance issued 8/8/2017 / 4 th Extension Request Filed	2/8/2020 - Statement of Use or 5 th Extension due