

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562723

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Andean Naturals, Inc.		02/18/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ardent Mills, LLC		
<b>Street Address:</b>	1875 Lawrence Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4591921	ANDEAN NATURALS	
<b>Registration Number:</b>	4989363	HEALTHY VALUES QUINOA	
<b>Registration Number:</b>	4591922	BABY QUINOA	
<b>Registration Number:</b>	4540894	TRUE QUINOA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>	6127667000		
<b>Email:</b>	trademark@faegredrinker.com		
<b>Correspondent Name:</b>	Brian Lefort/Sarah House		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	505138.510		
<b>NAME OF SUBMITTER:</b>	Sarah M. House		
<b>SIGNATURE:</b>	/Sarah M House/		
<b>DATE SIGNED:</b>	02/19/2020		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 18, 2020 (the "Effective Date"), by and between Andean Naturals, Inc., a California corporation, ("Assignor"), and Ardent Mills, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 31, 2020 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign all right, title, and interest in and to the "Purchased Assets," as defined in the Purchase Agreement.

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under those United States and foreign trademarks and trademark registrations/applications listed on Schedule A or that otherwise constitute "Purchased Assets" under the Purchase Agreement, and the goodwill associated with all of the foregoing (collectively, the "Trademarks"); and

WHEREAS, Assignee, at its requires and direction, wishes to acquire and Assignor wishes to assign all of Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, renewals, and extensions of the foregoing, now and hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

3. Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks.

4. This Assignment may be executed in more or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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

*[Signature Page to Follow]*

**ANDEAN NATURALS, INC.**

(Assignor)

By: [Signature]

Print Name: Sergio Nunez de Arco

Title: CEO

STATE OF California )  
                                            ) SS:  
COUNTY OF Sutter )

On this 17<sup>th</sup> day of February, 2020, personally appeared before me, Sergio A. Nunez de Arco known to me to be the CEO of Andean Naturals, Inc. who acknowledge that he/she signed this instrument as a free act on behalf of Andean Naturals, Inc.

Notary Public: [Signature]



My commission expires: 03-12-2023

**ARDENT MILLS, LLC**

(Assignee)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                            ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Ardent Mills, LLC who acknowledge that he/she signed this instrument as a free act on behalf of Ardent Mills, LLC.

Notary Public:

My commission expires:

ANDEAN NATURALS, INC.

(Assignor)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Andean Naturals, Inc. who acknowledge that he/she signed this instrument as a free act on behalf of Andean Naturals, Inc.

Notary Public:

My commission expires:

ARDENT MILLS, LLC

(Assignee)

By: John R. Barton

Print Name: John Barton

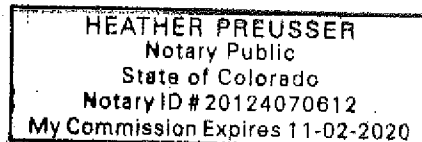
Title: CFO

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this 14<sup>th</sup> day of FEBRUARY, 2020, personally appeared before me, JOHN BARTON, known to me to be the CFO of Ardent Mills, LLC who acknowledge that he/she signed this instrument as a free act on behalf of Ardent Mills, LLC.

Notary Public: Heather Preusser

My commission expires: 11-2-2020



**SCHEDULE A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**Intellectual Property Assets**

*Registered Trademarks – United States*

<b>Trademark Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
ANDEAN NATURALS, INC.	ANDEAN NATURALS	86125126	11/21/2013	4591921	8/26/2014
ANDEAN NATURALS, INC.	HEALTHY VALUES QUINOA	86410100	9/30/2014	4989363	6/28/2016
ANDEAN NATURALS, INC.	BABY QUINOA	86125130	11/21/2013	4591922	8/26/2014
ANDEAN NATURALS, INC.	TRUE QUINOA	86125137	11/21/2013	4540894	5/27/2014

*Domains*

1. [www.andeannaturals.com](http://www.andeannaturals.com)