

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petunia LLC		11/07/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Thrive International, Inc.		
Street Address:	505 N. Highway 169		
Internal Address:	Suite 175		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2590549	PETUNIA PICKLE BOTTOM	
Registration Number:	3084269	PETUNIA PICKLE BOTTOM	
Registration Number:	3175563	PPB	
Registration Number:	3175590	PETUNIA PICKLE BOTTOM	
Registration Number:	3236193		
Registration Number:	3217416	BOXY BACKPACK	
Registration Number:	3289096	PETUNIA	
Registration Number:	4233672	PETUNIA	
Registration Number:	4233671	PETUNIA PICKLE BOTTOM	
Serial Number:	88308389	PETUNIA	
CORRESPONDENCE DATA			
Fax Number:	6126046989		
<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:	612.604.6689		
Email:	tsitzmann@winthrop.com		
Correspondent Name:	Timothy Sitzmann		
Address Line 1:	225 South Sixth Street		

OP \$265.00 2590549

Address Line 2: CAPELLA TOWER SUITE 3500
Address Line 4: Minneapolis, MINNESOTA 55402-4629

ATTORNEY DOCKET NUMBER: 23551.3

NAME OF SUBMITTER: Timothy D. Sitzmann

SIGNATURE: /Timothy D. Sitzmann/

DATE SIGNED: 04/25/2020

Total Attachments: 2

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and effective *nunc pro tunc* as of November 7, 2019 (the "Effective Date") by and between, Petunia LLC ("Assignor") and Thrive International, Inc. ("Assignee") (collectively the "Parties" and individually a "Party").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated November 7, 2019 (the "Agreement") wherein Assignor transferred all rights, title, interest, in and to the trademarks and associated goodwill, copyright protected works of authorship, and inventions, patents, and other intellectual property referenced in the Agreement which include, but are not limited to, the marks identified in the attached Exhibit A (the "Marks"), the copyright associated with the works identified in the attached Exhibit B (the "Works"), and the patents, pending patent applications, and the inventions described therein and relating thereto as identified in the attached Exhibit C (the "Inventions"); and

WHEREAS, the Parties desire to document the transfer of rights from Assignor to Assignee in a form suitable and acceptable for recordation with the appropriate governmental agencies.

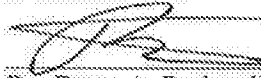
NOW, THEREFORE, in consideration of the foregoing, which are incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Marks and Works. Assignor hereby sells, assigns, and transfers to Assignee *nunc pro tunc* as of the Effective Date, any and all of Assignor's right, title, interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business embodied in the Marks. Assignor hereby sells, assigns, and transfers to Assignee, any and all of Assignor's right, title, interest in and to the Works. The foregoing assignments shall include all Marks and Works, whether registered or not, and whether identified in the Exhibits or not, and shall include (A) any and all applications or registrations; (B) all rights to causes of action and remedies related thereto including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any rights related to the foregoing; and (C) any other rights and interests arising out of, in connection with, or in relation to the Marks or Works.

2. Assignment of Inventions. Assignor hereby transfers to Assignee, *nunc pro tunc* as of the Effective Date, the entire right, title, and interest in and to the Inventions, including (1) the right to sue for and collect damages for past, present, and future infringement of the Inventions throughout the world; (2) all corresponding domestic and foreign applications including any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue application, or any other application based on any of the Inventions; (3) all issued patents and additional Letters Patent, or similar legal protection, issuing on or associated with the Inventions; (4) all trade secrets and know-how pertaining to any of the Inventions; and (5) all rights and benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent to issue any Letters Patent or similar legal protection to the Assignee. Assignor authorizes the Assignee, its successors and assigns or anyone it may properly designate, to apply for Letters Patent or similar legal protection for any of the Inventions, in its own name if desired, in the U.S. and any and all foreign countries and to make a claim of priority to any applications as entitled under U.S. law or applicable international conventions, treaties, or otherwise. Assignor further agrees to: (a) cooperate with Assignee in the prosecution of applications (US or foreign) relating to the application; (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer, as necessary; and (c) perform such other acts as Assignee may reasonably request to obtain or maintain patent rights in the Inventions in any and all countries.

Attach Notarial Statement

PETUNIA LLC




By: Bruce A. Rothwell

Its: Manager

INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT A

Country	Title	Registration No.	Serial No.	Filing Date
Australia	PETUNIA PICKLE BOTTOM	1048309	1,048,039	3/29/2005
Canada	PPB	TMA718,889	1318901	10/04/2006
Canada	BOXY BACKPACK	TMA735,369	1318902	10/04/2006
Canada	PETUNIA PICKLE BOTTOM	TMA624,349	1177810	5/13/2003
Canada	PETUNIA	TMA721,332	1352901	6/22/2007
Canada	TOURING TOTE	TMA717,449	1330673	1/07/2007
China	PETUNIA PICKLE BOTTOM	4679499	4679499	5/25/2005
China	PETUNIA PICKLE BOTTOM	4679508	4679508	5/25/2005
China	PETUNIA	10764807	10764807	4/13/2012
China	PETUNIA	10764806	10764806	4/13/2012
China	PETUNIA PICKLE BOTTOM	16560080	16560080	3/25/2015
China	PETUNIA	16560081	16560081	3/25/2015
European Union	PETUNIA PICKLE BOTTOM	3163615	3163615	8/09/2004
Hong Kong	PETUNIA PICKLE BOTTOM	300570474	300570474	1/24/2006
Hong Kong	PETUNIA	302207592	302207592	3/29/2012
Hong Kong	PETUNIA PICKLE BOTTOM	303241746	303241746	12/18/2014
Hong Kong	PETUNIA	303241755	303241755	12/18/2014
Indonesia	PETUNIA PICKLE BOTTOM		D002018003836	1/25/2018
Japan	PETUNIA PICKLE BOTTOM	4907302	26645/2005	3/28/2005
Japan	PETUNIA PICKLE BOTTOM	5456292	2011-44823	6/28/2011
Japan	PETUNIA	5524389	2012-001787	1/16/2012
Japan	PETUNIA	5541285	2012-24678	3/30/2012
Malaysia	PETUNIA PICKLE BOTTOM		2018050650	1/11/2018
Mexico	PETUNIA PICKLE BOTTOM	932537	766587	2/17/2006
Mexico	PETUNIA PICKLE BOTTOM	933616	766588	2/17/2006
New Zealand	PETUNIA PICKLE BOTTOM	727327	727327	3/24/2005
Singapore	PETUNIA PICKLE BOTTOM	T05/04610J	T05/04610J	3/30/2005
Singapore	PETUNIA PICKLE BOTTOM	T05/04611I	T05/04611I	3/30/2005
South Korea	PETUNIA PICKLE BOTTOM	40-0814850	40-2008-0055409	11/27/2008
South Korea	PETUNIA	40-0993776	40-2012-0021195	3/29/2012
Switzerland	PETUNIA PICKLE BOTTOM	535105	52309/2005	3/23/2005
Taiwan	PETUNIA PICKLE BOTTOM	01262091	095006909	2/15/2006
Thailand	PETUNIA PICKLE BOTTOM	TM257524	617250	2/07/2006
Thailand	PETUNIA PICKLE BOTTOM	TM257935	617251	2/07/2006
USA	PETUNIA PICKLE BOTTOM	2,590,549	76/068,630	6/13/2000
USA	PETUNIA PICKLE BOTTOM	3,084,269	76/634,462	3/28/2005
USA	PPB	3,175,563	78/696,514	8/19/2005
USA	<i>petunia pickle bottom</i>	3,175,590	78/717,024	9/20/2005
USA		3,236,193	78/741,839	11/27/2005
USA	BOXY BACKPACK	3,217,416	78/811,184	2/09/2006
USA	PETUNIA	3,289,096	78/907,299	6/13/2006
USA	PETUNIA	4,233,672	85/577,076	3/22/2012
USA	PETUNIA PICKLE BOTTOM	4,233,671	85/577,055	3/22/2012
USA	PETUNIA		88/308,389	2/20/2019

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