

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rudi's Organic Bakery, Inc.		05/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rudi's Organic and Gluten Free Brands Inc.		
Street Address:	3300 Walnut Street		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3979042	BAKED ON THE BRIGHT SIDE	
Registration Number:	4055773	RUDI'S ORGANIC BAKERY	
Registration Number:	3025366	RUDI'S ORGANIC BAKERY	
Registration Number:	4269709	SUPER SEEDED	
Registration Number:	4406476	ORGANIC HARVEST	
CORRESPONDENCE DATA			
Fax Number:	8184446353		
<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:	818-444-6353		
Email:	hantoine@stubbsalderton.com		
Correspondent Name:	Heather A. Antoine		
Address Line 1:	15260 Ventura Blvd. 20th Floor		
Address Line 4:	Sherman Oaks, CALIFORNIA 91403		
ATTORNEY DOCKET NUMBER:	Mayfair Equity Partners		
NAME OF SUBMITTER:	Heather A. Antoine		
SIGNATURE:	/Heather Antoine/		
DATE SIGNED:	05/04/2020		

CH \$140.00 3979042

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made on May 1, 2020, by and between Rudi’s Organic Bakery, Inc., a Delaware corporation with an address at 3300 Walnut Street, Boulder, Colorado 80301 (“**Assignor**”), and Rudi’s Organic and Gluten Free Brands Inc., a Delaware corporation with an address at 3300 Walnut Street, Boulder, Colorado 80301 (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in Schedule A attached hereto (the “**Assigned Marks**”); and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Assigned Marks.

NOW THEREFORE, in consideration of [REDACTED] from Assignee to Assignor and the terms and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignor hereby irrevocably and unconditionally assigns, transfers, conveys and delivers unto Assignee all right, title, and interest in and to the Assigned Marks worldwide, together with the goodwill of the business symbolized by the Assigned Marks, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor, together with all the trademarks, service marks, trade names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all benefits, privileges, causes of action, claims for damages by reason of past, present or future infringements or other violations of any rights of the Assigned Marks, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions), with the right to sue for,

and settle and retain proceeds from such actions, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. Assignor hereby agrees to take all actions necessary, and execute any documents required, to perfect Assignee's ownership of the Assigned Marks or exploit the Assigned Marks.

4. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns, and heirs.

5. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same agreement.

6. The validity, interpretation and effect of this Assignment shall be governed exclusively by the Laws of the State of New York, excluding the "conflict of laws" rules thereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives on the day and year first above written.

ASSIGNOR:

RUDI'S ORGANIC BAKERY, INC.

By: Kristy Meringolo
Name: Kristy Meringolo
Title: Secretary

ASSIGNEE:

RUDI'S ORGANIC AND GLUTEN FREE BRANDS INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives on the day and year first above written.

ASSIGNOR:

RUDI'S ORGANIC BAKERY, INC.

By: _____

Name: Kristy Meringolo

Title: Secretary

ASSIGNEE:

RUDI'S ORGANIC AND GLUTEN FREE BRANDS INC.

By:  _____

Name: Patrick O'Sullivan

Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 006930 FRAME: 0084

SCHEDULE A

Trademark Name	Country	App. No.	Filing Date	Reg. No.	Registration Date
BAKED ON THE BRIGHT SIDE	United States	77940446	19-Feb-2010	3979042	14-Jun-2011
RUDI'S ORGANIC BAKERY and design	United States	85275880	24-Mar-2011	4055773	15-Nov-2011
RUDI'S ORGANIC BAKERY	United States	76585452	05-Apr-2004	3025366	13-Dec-2005
SUPER SEEDED	United States	85540969	13-Feb-2012	4269709	01-Jan-2013
ORGANIC HARVEST	United States	85846496	11-Feb-2013	4406476	24-Sep-2013
RUDI'S ORGANIC BAKERY and design	Singapore	T1006747A	27-May-2010	T1006747A	27-Aug-2010
RUDI'S ORGANIC BAKERY	Singapore	T1006740D	27-May-2010	T1006740D	02-Sep-2010