

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594531

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900561204

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edible Garden Corp.		07/23/2020	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	Edible Garden Incorporated
Street Address:	283 County Road 519
City:	Belvidere
State/Country:	NEW JERSEY
Postal Code:	07823
Entity Type:	Corporation: WYOMING

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4819426	BE BIKINI READY
Registration Number:	4974458	BIG WHEY
Registration Number:	5652663	BIG WHEY
Registration Number:	4924108	BIKINI READY
Registration Number:	4819527	BIKINI READY
Registration Number:	4819194	BIKINI READY
Registration Number:	4819191	BIKINI READY
Registration Number:	4819189	BIKINI READY
Registration Number:	4211382	BIKINI READY
Registration Number:	4645946	CONQUER THE BIKINI
Registration Number:	5885559	EDIBLE GARDEN SIMPLY LOCAL SIMPLY FRESH
Registration Number:	4891144	EDIBLE GARDEN SIMPLY LOCAL SIMPLY FRESH
Registration Number:	4974340	FARM TO FORMULA
Registration Number:	4485295	KAHUNA SANDS. SUN, SAND, SURF.
Registration Number:	4974204	LEVAMEN
Registration Number:	4784557	SNIP-ITS
Registration Number:	5393902	SUPERLEAF
Registration Number:	4744596	SURGEX WARRIOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4924258	VITAMIN WAY
Registration Number:	4915591	VITAMIN WHEY
Registration Number:	6078909	ZERO-WASTE INSPIRED

CORRESPONDENCE DATA

Fax Number: 9497609502

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: 3105513450

Email: efilings@knobbe.com

Correspondent Name: Jonathan A. Hyman

Address Line 1: 2040 Main Street, 14th Floor

Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	JONATHAN A. HYMAN
SIGNATURE:	/jhh/
DATE SIGNED:	08/27/2020

Total Attachments: 4

- source=2020-07-23 Signed Trademark Assignment - EGCRP.000GEN#page1.tif
- source=2020-07-23 Signed Trademark Assignment - EGCRP.000GEN#page2.tif
- source=2020-07-23 Signed Trademark Assignment - EGCRP.000GEN#page3.tif
- source=2020-07-23 Signed Trademark Assignment - EGCRP.000GEN#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of July 23, 2020, by and between Edible Garden Corp., a Nevada corporation, having a place of business at 119 Cherry Hill Rd., Suite 320 Parsippany, NJ 07054 (hereinafter "ASSIGNOR") and Edible Garden Incorporated, a Wyoming corporation, having a place of business at 283 County Road 519, Belvidere, NJ 07823 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of various trademarks, including, but not limited to, those trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations and application relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations and Application");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks, Registrations, and Application worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest worldwide which include or are comprised of the Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Registrations, and Application worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. **Assignment.** ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) all trademarks owned by Assignor, including, but not limited to, the Trademarks set forth in Schedule A;
- (2) the Registrations and Application set forth in Schedule B; and

(3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Registrations, and Application, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain.

2. **Attorney In Fact.** ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks, Registrations, and Applications that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.

3. **Governing Law.** This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of NEW JERSEY

4. **Counterparts.** This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

5. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this Assignment.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

ASSIGNOR
EDIBLE GARDEN CORP.

By: [Signature]
Name: M. J. J. J. J.
Title: CEO
Date: 7-24-2020

ASSIGNEE
EDIBLE GARDEN INCORPORATED

By: [Signature]
Name: J. J. J.
Title: CEO
Date: 7/23/2020

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A – Trademarks

BACK2BODY
BE BIKINI READY
BIG WHEY
BIG WHEY
BIKINI READY
BIKINI READY WEIGHT LOSS CATALYST
CONQUER THE BIKINI

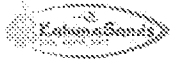
EDIBLE GARDEN
FARM TO FORMULA

GOURMET GREENS

KAHUNA SANDS
LEVAMEN
MEMORY BLAST
NULIEF
SHAKE CHEF
SNIP-ITS
SUPERLEAF
SURGEX
SURGEX ACTIVATOR
SURGEX FIX
SURGEX WARRIOR

SURGEX SPORTS BITES
VITAMIN WAY
VITAMIN WHEY
WHEY 4 WOMEN
ZERO-WASTE INSPIRED

SCHEDULE B - Federal Trademark Applications and Registrations

Mark	Registration No./ Serial No.	Class
BE BIKINI READY	4819426 9/22/2015	5
BIG WHEY	4974458 6/7/2016	5
BIG WHEY	5652663 1/15/2019	5
BIKINI READY	4924108 3/22/2016	8
BIKINI READY	4819527 9/22/2015	29, 30
BIKINI READY	4819194 9/22/2015	3
BIKINI READY	4819191 9/22/2015	25
BIKINI READY	4819189 9/22/2015	9
BIKINI READY	4211382 9/18/2012	5
CONQUER THE BIKINI	4645946 11/25/2014	5
	5885559 10/15/2019	29, 31
	4891144 1/26/2016	31
FARM TO FORMULA	4974340 6/7/2016	5
	4485295 2/18/2014	41
LEVAMEN	4974204 6/7/2016	5
SNIP-ITS	4784557 8/4/2015	31
SUPERLEAF	5393902 2/6/2018	5
SURGEX WARRIOR	4744596 5/26/2015	5
VITAMIN WAY	4924258 3/22/2016	5
VITAMIN WHEY	4915591 3/8/2016	5
ZERO-WASTE INSPIRED	6,078,909 6/16/2020	31