

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TerraMar Ingredients, LLC		10/16/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	TerraMar Holding LLC		
Street Address:	601 N. 13th Street		
City:	Monett		
State/Country:	MISSOURI		
Postal Code:	65708		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5534954	TERRAMAR INGREDIENTS L.L.C.	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Steven C. Drapekin		
Address Line 1:	Lewis Rice LLC, 600 Washington Ave.		
Address Line 2:	Ste. 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Elizabeth Holtmann		
SIGNATURE:	/ELIZABETH HOLTSMANN/		
DATE SIGNED:	10/16/2020		
Total Attachments: 5			
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OP \$40.00 5534954

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated October 16, 2020 (the "Effective Date"), is by and between TerraMar Ingredients, LLC, a Minnesota limited liability company ("Contributor"), and TerraMar Holding LLC, a Delaware limited liability company (the "Company"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, Contributor and Company have entered into that certain Contribution Agreement dated as of the date of this Assignment (the "Contribution Agreement"), which provides for, among other things, the contribution and assignment by Contributor to Company of the Assigned IP (as defined below).

NOW, THEREFORE, in consideration of the mutual promises contained in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Contributor and Company, and subject to the terms and conditions of the Contribution Agreement:

1. Contributor hereby irrevocably conveys, transfers, and assigns to Company, and Company hereby accepts, all of Contributor's right, title, and interest, in and to the intellectual property set forth on Schedule I attached hereto (the "Assigned IP"), together with all goodwill associated therewith, with all common law rights therein, and with all proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned IP, all rights to bring an action, whether at law or in equity, for past, present, or future infringement, dilution, misappropriation, misuse or other violation of the Assigned IP against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Assigned IP.

2. Contributor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Company. Following the date hereof, upon Company's request, Contributor shall take such steps and actions, and provide such cooperation and assistance to Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Company, or any assignee or successor thereto.

3. This Assignment shall inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with the Contribution Agreement.

4. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

5. No waiver by any party of any of the provisions of this Assignment or the documents to be delivered hereunder shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver

in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment or the documents to be delivered hereunder shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Contribution Agreement, each of which are incorporated by reference into this Assignment. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Contribution Agreement, the Contribution Agreement shall govern.

7. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Assignment as of the day and year first above written.

CONTRIBUTOR:

TERRAMAR INGREDIENTS, LLC, a Minnesota limited liability company

By: 
Name: Anne DiFiore
Title: Chief Manager

COMPANY:


TERRAMAR HOLDING LLC, a Delaware limited liability company

By: 
Name: Anne DiFiore
Title: President

Schedule I

Intellectual Property

Registered Trademarks:

Mark	Serial No.	Registration No.	Registration Date	Country
	87-738,158	5,534,954	August 7, 2018	United States of America

Other Intellectual Property:

1. All rights, including all common law rights, to the name “TerraMar Ingredients, LLC”
2. The following domain names, and all content located thereon:
 - a. <http://terramaringredients.com/>

[Schedule I to Intellectual Property Assignment]