

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quinoa Corporation		12/01/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Quinoa Corporation		
Street Address:	4653 Table Mountain Drive, Unit A		
City:	Golden		
State/Country:	COLORADO		
Postal Code:	80403		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88617817	ANCIENT HARVEST	
Serial Number:	88617809	ANCIENT HARVEST SINCE 1983	
Serial Number:	88609910	MODERN FOOD FROM ANCIENT FIELDS	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	(303) 223-1100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	016433.0008		
NAME OF SUBMITTER:	Andrea M. LaFrance		
SIGNATURE:	/Andrea M. LaFrance/		
DATE SIGNED:	12/01/2020		
Total Attachments: 4			
source=QC CO Trademark Assignment to QC CA Signed 12-1-20#page1.tif			
source=QC CO Trademark Assignment to QC CA Signed 12-1-20#page2.tif			
source=QC CO Trademark Assignment to QC CA Signed 12-1-20#page3.tif			

OP \$90.00 88617817

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Agreement*") is entered into as of the 1st day of December, 2020 (the "*Effective Date*") by Quinoa Corporation, a Colorado corporation, with an address at 4653 Table Mountain Dr., Golden, Colorado 80403 ("*Assignor*"), and Quinoa Corporation, a California corporation, with an address at 4653 Table Mountain Dr., Unit A, Golden, Colorado 80403 ("*Assignee*").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in Schedule 1, including in standard characters, stylized form and with design, together with any common law rights therein and all goodwill associated therewith, and all rights to sue and recover for past infringement thereof, collectively referred to herein as the "*Assigned Trademarks*";

WHEREAS, Assignee is a successor to that portion of Assignor's business to which the Assigned Trademarks pertain; and

WHEREAS, Assignor desires to transfer and assign the Assigned Trademarks to Assignee, and in connection therewith, Assignor and Assignee wish to transfer record title of the Assigned Trademarks and to execute a document suitable for recordation in the United States Patent and Trademark Office and other trademark offices worldwide.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does grant, assign, transfer, convey and deliver to Assignee all Assignor's right, title and interest in, to and under the Assigned Trademarks throughout the world, together with the goodwill of the business in connection with which the Assigned Trademarks have been used in the United States or any other countries.

Assignment.

1.1. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and its successors, assigns and legal representatives, all right, title and interest for the United States and its territorial possessions, and throughout the world, that may be or may have been owned by Assignor, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with that portion of Assignor's business to which the Assigned Trademarks pertain and the goodwill of the business symbolized by the Assigned Trademarks, including all rights to claim priority, in and to the Assigned Trademarks, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Assignee and its successors and assigns (the "*Assigned Rights*"), to the extent any such rights are owned by Assignor as of the Effective Date.

1.2. Assignor hereby agrees that Assignor will sign all lawful papers and make all rightful oaths in execution thereof, and will generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Rights, this obligation to be binding upon Assignor and upon Assignor's legal successors. Assignor further agrees to assist Assignee in every legal way to evidence, record and perfect the assignment contained herein and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly

authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is a power coupled with an interest and is irrevocable.

1.3. Assignor acknowledges that subsequent to the Effective Date, Assignor shall not claim to possess any right, title or interest in and to the Assigned Rights and shall take no actions jeopardizing the existence or enforceability of the Assigned Rights or Assignee's rights therein. Assignor agrees that it and its affiliates will forever refrain from using, directly or indirectly, the Assigned Trademarks, and any confusingly similar terms. Assignor hereby acknowledges receipt of all legally entitled royalties and all other revenues attributable to the Assigned Rights and hereby releases all claims to, and waives all right, title and interest in, any additional or future royalties or other revenues attributable to the Assigned Rights that may have accrued before, on or after the Effective Date, regardless of whether such royalties or revenues are known or unknown, suspected or unsuspected, as of the Effective Date.

Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as an original.

* * * * *

IN WITNESS WHEREOF, Assignor has signed this Agreement as of the Effective Date set forth above.



QUINOA CORPORATION, A COLORADO CORPORATION

By: _____

Name: John Becker

Title: Chief Executive Officer

SCHEDULE 1

Trademark	Application No.	App. Date	Status
	88/617,817	September 16, 2019	Pending
	88/617,809	September 16, 2019	Pending
MODERN FOOD FROM ANCIENT FIELDS	88/609,910	September 9, 2019	Pending