

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613868

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nuts About Granola, LLC		12/08/2020	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forager Project, LLC		
<b>Street Address:</b>	235 Montgomery Street, Suite 730		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4514448	FORAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3032231100		
<b>Email:</b>	DNTrademarkDocket@bhfs.com		
<b>Correspondent Name:</b>	Andrea M. LaFrance		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Andrea M. LaFrance		
<b>SIGNATURE:</b>	/Andrea M. LaFrance/		
<b>DATE SIGNED:</b>	12/11/2020		
<b>Total Attachments: 4</b>			
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## SCHEDULE 2

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is entered into as of the 8th day of December 2020 (the “**Effective Date**”) by Nuts About Granola, LLC, a Pennsylvania limited liability company, with an address at 1270 Detwiler Drive, York, Pennsylvania 17404 (“**Assignor**”), and Forager Project, LLC, a Delaware limited liability company, with an address at 235 Montgomery Street, Suite 730, San Francisco, California 94104 (“**Assignee**”).

### RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the FORAGER trademark (including in stylized form and with design), including the trademark registration set forth on Exhibit A (the “**Assigned Trademark**”), together with all common law rights therein, and the goodwill of the ongoing and existing business symbolized by the Mark, and all rights to sue and recover for past infringement thereof; and

WHEREAS, Assignor desires to transfer and assign the Assigned Trademark to Assignee and in connection therewith, Assignor and Assignee wish to transfer record title of the Assigned Trademark 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 Trademark throughout the world, together with the goodwill of the business in connection with which the Assigned Trademark has 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, and the goodwill of the business symbolized by the Assigned Trademark, including all rights to claim priority, in and to the Assigned Trademark, 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, at Assignee’s cost and expense, Assignor will sign all lawful papers and make all rightful oaths in execution thereof, and will generally do everything reasonably possible to aid Assignee, its successors, assigns and nominees to perfect the assignment of the Assigned Rights, this obligation to be binding upon Assignor and upon Assignor’s legal successors. 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 will not use, directly or indirectly, the Assigned Trademark or any confusingly similar terms except to the extent expressly permitted under the Trademark Assignment and License Back Agreement. 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 waive 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 and Assignee have signed this Agreement as of the Effective Date set forth above.

**NUTS ABOUT GRANOLA, LLC**

By: *Gavle Lanphier*  
Name: Gavle Lanphier  
Title: Owner

Date: December 8,  
2020

**FORAGER PROJECT, LLC**

By: *Stephen Williams*  
Name:  
Title:

Date: December 11, 2020

**Exhibit A**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Serial No./ Reg. No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
United States	FORAGER	86060041/ 4514448	September 10, 2013	April 15, 2014