

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643647

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900611209		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Popov Kirill		04/21/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Organic Concepts LLC		
Street Address:	530 B Harkle Road, Suite 100		
City:	Santa Fe		
State/Country:	NEW MEXICO		
Postal Code:	87505		
Entity Type:	Limited Liability Company: NEW MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6177601	HEALFORD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	USPTO@esqgo.com		
Correspondent Name:	Mario Simonyan		
Address Line 1:	303 North Glenoaks Boulevard, Suite 200		
Address Line 4:	Burbank, CALIFORNIA 91502		
NAME OF SUBMITTER:	Mario Simonyan		
SIGNATURE:	/Mario Simonyan/		
DATE SIGNED:	04/30/2021		
Total Attachments: 7			
source=Trademark Purchase and Assignment Agreement signed by Popov Kirill and Anthony Fossett#page1.tif			
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TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of March 6, 2021 (the "Effective Date"), between Popov Kirill, an individual residing at 4708 Wright Court, Seattle, Washington 98101 ("Seller"), and Organic Concepts LLC having a business address at 530 B Harkle Road, Suite 100, Santa Fe, New Mexico 87505 ("Buyer").

RECITALS

- A. Seller is the owner of the trademark registrations listed on Exhibit A (the "Trademark Registrations").
- B. Buyer wishes to acquire Seller's rights in the trademark referred to in the Trademark Registrations, and Seller wishes to sell such rights to Buyer on the terms and conditions set forth below.

AGREEMENT

THEREFORE, in consideration of the payment of the purchase price by Buyer to Seller and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **ASSIGNMENT.** Seller hereby sells, assigns, conveys and transfers to Buyer Seller's entire right, title and interest in and to the Trademark Registrations and the trademark as referred to in the Trademark Registrations together with all goodwill associated therewith, for use and registration by Buyer (collectively, the "Transferred Trademarks").
2. **PURCHASE PRICE.** The purchase price for the Transferred Trademarks is US \$2000 which is payable by Buyer to Seller as follows (the "Purchase Price"):
 - a. prior to the Effective Date, Seller has been paid a deposit in the amount of US \$200, which is credited against the Purchase Price;
 - b. the balance of the Purchase Price in the amount of US \$1800 shall be paid to Seller on the Effective Date in immediately available funds by wire transfer pursuant to wiring instructions furnished by Seller.
3. **COOPERATION; COSTS AND EXPENSES.** After payment of the Purchase Price and upon the request of Buyer, Seller shall execute and deliver to Buyer all documentation required to perfect the transfer of the Transferred Trademarks in the trademark registry in the Territory; provided, however, that Seller shall not be required to incur any out-of-pocket expenses. Subject

to the foregoing, Buyer shall be responsible for preparation of all documentation required to perfect the transfer of the Trademark Registrations and shall pay all costs incurred in connection therewith. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

4. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller warrants and represents to Buyer that as of the Effective Date:

- a. Seller has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.
- b. Any and all consents and approvals which may be required in order for Seller to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by seller are and shall be valid, legally binding obligations of and enforceable against Seller, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Seller is subject or by which Seller is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.
- c. To the best of Seller's knowledge, it is the owner of all right, title and interest in the Trademark Registrations and the Trademark Registration is valid and in good standing; provided, however, that Buyer acknowledges that all products encompassed by the International Class listed on Exhibit A hereof are not necessarily included in the Trademark Registrations. Notwithstanding the foregoing, Seller makes no warranty as to the accuracy of the record owner and chain of title information on file with the respective trademark registry. Seller's duty of cooperation under Paragraph 3 hereof, however, includes cooperating, as is reasonably necessary, in Buyer's efforts to record itself as the new record owner of the Trademark Registrations.
- d. Seller represents that there is no outstanding indebtedness incurred by Seller for which a valid lien or other security interest could be filed against the Trademark Registrations in the respective trademark registry. Seller's duty of cooperation under Paragraph 3 hereof, however, includes cooperating, as is reasonably necessary, to obtain the release of any lien which may be filed in the trademark registry with respect to the Trademark Registrations securing indebtedness incurred by Seller.

- e. To the best of Seller's knowledge, there is no past due fee or payment owing in the respective trademark registry relating to the Trademark Registrations. Seller agrees, however, that should any payment or fee incurred prior to the Effective Date become known to Seller or Buyer, Seller will pay such fee to the respective trademark registry or to Buyer as mutually agreed by the parties.
- f. To the best of Seller's knowledge, there are no pending infringement actions against the Transferred Trademarks in the Territory.
- g. With respect to the representations and warranties set forth in Paragraphs 4.c. through 4.f. hereof, Buyer, its successors and assigns, will not hold Seller, nor will Seller be, liable for any breach or violation thereof unless Buyer notifies Seller in writing of such breach or violation on or before January 1, 2024, and no suit based on such representations and warranties shall be filed or otherwise commenced after March 1, 2024.

5. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to seller that as of the Effective Date:

- a. Buyer is a limited liability company duly organized and in good standing under the laws of New Mexico. Buyer has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite action with respect to its limited liability company has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Buyer is duly authorized to do so.
- b. Any and all consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Buyer is subject or by which Buyer is bound, or constitute a breach or default under any agreement or other obligation to which Buyer is a party or otherwise bound.
- c. Buyer warrants that to the best of its knowledge, there are no

pending infringement actions against the Transferred Trademarks in the Territory. Buyer further warrants that to the actual knowledge of the current officers, directors and employees of Buyer, there are no threatened infringement actions against the Transferred Trademark in the Territory, and there are not any known facts which would provide the basis for such infringement action. With respect to representations and warranties set forth in this Paragraph 5c., Seller, its successors and assigns, will not hold Buyer, nor will Buyer be, liable for any breach or violation thereof unless Seller notifies Buyer in writing of such breach or violation on or before January 1, 2024, and no suit based on such representation and warranty shall be filed or otherwise commenced after March 1, 2024.

6. MISCELLANEOUS.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of laws and rules thereof. The parties agree that jurisdiction and venue in any action brought by either party pursuant to this Agreement shall lie exclusively in the Delaware Court of Chancery or any federal court located in Delaware, irrespective of the fact that such party is not a resident or qualified to do business in such state or county. By execution and delivery of this Agreement, the parties irrevocably submit to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is improper or inconvenient forum for the resolution of such action.

- b. All notices, payments, and statements which are required or may be given, shall be in writing, in the English language, and either:
 - i. personally delivered;
 - ii. sent via certified air mail with a return receipt requested; or
 - iii. sent via electronic means which produces a written record of the notice given.

Notices shall be addressed as follows:

If to Seller:
Popov Kirill
4708 Wright Court
Seattle, Washington 98101

If to Buyer:
Anthony Fossett
Organic Concepts LLC
530 B Harkle Road, Suite 100
Santa Fe, NM 87505

Notices shall be effective upon receipt. The notice, addresses, phone numbers, facsimile numbers and contacts may be changed by giving notice in accordance with this Agreement.

- c. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign its rights and obligations under this Agreement without obtaining the consent of the other party, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any such sale, assignment or transfer not in compliance with the foregoing shall be null and void.
- d. If either party wishes to issue an official press release or other formal public announcement to any public or trade media concerning the contents or fact of this Agreement, then such party shall first consult with the other party and both parties shall then cooperate to specify and mutually agree upon the contents, time and place of such press release or public announcement.
- e. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties hereto.
- f. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.
- g. This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the parties, shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on April 21,

2021, effective as of the Effective Date.


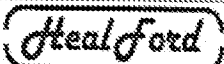
Seller:

By: Popov Kirill
Name: Popov Kirill

Buyer:

By: Anthony Fossetti
Name: Anthony Fossetti
Title: CEO

EXHIBIT A

Trademark	Territory	Filing Date	Reg. No.	Reg. Date	Class of Goods
	USA	04/14/2020	6177601	12/01/2020	Class 5
	United Kingdom	03/27/2019	UK00003386951	06/14/2019	Classes 3 and 5