

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arbre Farms Corporation		04/30/2021	Corporation: MICHIGAN
Willow Cold Storage Corporation		04/30/2021	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Oregon Potato Company		
Street Address:	P.O. Box 3110		
City:	Pasco		
State/Country:	WASHINGTON		
Postal Code:	99302		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3874460	ARBRE FARMS	
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:	raymonda@millerjohnson.com		
Correspondent Name:	Miller Johnson		
Address Line 1:	45 Ottawa Ave., SW		
Address Line 2:	Suite 1100		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	Aileen Raymond		
SIGNATURE:	/Aileen Raymond/		
DATE SIGNED:	05/03/2021		
Total Attachments: 5			
source=ProjectDawn_Assignment_AFC_WCStoOPC#page1.tif			
source=ProjectDawn_Assignment_AFC_WCStoOPC#page2.tif			
source=ProjectDawn_Assignment_AFC_WCStoOPC#page3.tif			

CH \$40.00 3874460

source=ProjectDawn_Assignment_AFC_WCStoOPC#page4.tif

source=ProjectDawn_Assignment_AFC_WCStoOPC#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated April 30, 2021 (the “Effective Date”), is made by and among (1) Arbre Farms Corporation, a Michigan corporation (“AFC”), (2) Willow Cold Storage Corporation, a Michigan corporation (“WCS” and, together with AFC, collectively, “Assignors”), and (3) Oregon Potato Company, a Washington corporation (together with its assignees, “Assignee”).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated April 22, 2021 (the “Asset Purchase Agreement”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignors will convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignors and Assignors have agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignors’ right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademarks and domains set forth on Schedule 1 hereto, including, without limitation, all registrations, applications, renewals and common law rights of any kind associated therewith (the “Intellectual Property”), together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property;

(b) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Intellectual Property in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignors shall take such steps and actions, and provide such cooperation and assistance

to Assignee 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 Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

ASSIGNORS:

ARBRE FARMS CORPORATION, a Michigan corporation

By: DocuSigned by:
Dylan Marks
FFC8834327A8D0

Name: Dylan Marks

Title: Chief Executive Officer

WILLOW COLD STORAGE CORPORATION, a Michigan corporation

By: DocuSigned by:
Dylan Marks
FFC8834327A8D0

Name: Dylan Marks

Title: Chief Executive Officer

ASSIGNEE:

OREGON POTATO COMPANY, a Washington corporation

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

ASSIGNORS:

ARBRE FARMS CORPORATION, a
Michigan corporation

By: _____

Name: Dylan Marks

Title: Chief Executive Officer

**WILLOW COLD STORAGE
CORPORATION**, a Michigan corporation

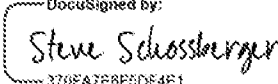
By: _____

Name: Dylan Marks

Title: Chief Executive Officer

ASSIGNEE:

OREGON POTATO COMPANY, a
Washington corporation

By:  _____
370FA7E8F3DF4E1...

Name: Steven Schosberger

Title: Vice President

SCHEDULE 1

Domain Names:

1. <https://www.arbrefarms.com/>
2. <http://www.willowcoldstorage.com/>

Common Law Trademarks:

AFC:



WCS:



Registered Trade Name:

Tradename: "Arbre Farms", Reg. # 3874460 , Reg. Date Nov. 8, 2010, Serial No. 77781571 , Filing Date July 15, 2009