

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646532

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900613874
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oregon Potato Company		04/30/2021	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	OPC Arbre Farms, LLC
<b>Street Address:</b>	6362 N 192ND AVE.
<b>City:</b>	WALKERVILLE
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49459
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	3874460	ARBRE FARMS

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**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

<b>ATTORNEY DOCKET NUMBER:</b>	48240-2
<b>NAME OF SUBMITTER:</b>	Aileen Raymond
<b>SIGNATURE:</b>	/Aileen Raymond/
<b>DATE SIGNED:</b>	05/13/2021

## Total Attachments: 4

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**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “IP Assignment”), dated April 30, 2021 (the “Effective Date”), is made by and between Oregon Potato Company, a Washington corporation (“Assignor”), and OPC Arbre Farms, LLC, a Michigan limited liability company (together with its assignees, “Assignee”).

The parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s 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 Assignor 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. Assignor 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, Assignor 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.

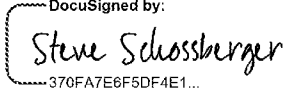
5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws 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.

**ASSIGNOR:**

**Oregon Potato Company,**  
a Washington corporation

By  \_\_\_\_\_  
370FA7E6F5DF4E1...

Name: Steven Schossberger

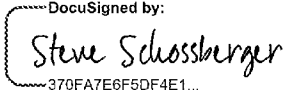
Title: Vice President and General Counsel

**ASSIGNEE:**

**OPC Arbre Farms, LLC,**  
a Michigan limited liability company

By: Oregon Potato Company

Its: Sole Member and Manager

By  \_\_\_\_\_  
370FA7E6F5DF4E1...

Name: Steven Schossberger

Title: Vice President and General Counsel

**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