

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648142

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900609555		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Local Urban Vegetables, LLLP		01/01/2020	Limited Liability Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Local Urban Vegetables, LLC		
Street Address:	8844 Painter Avenue		
City:	Whittier		
State/Country:	CALIFORNIA		
Postal Code:	90602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88039940	LUV PRODUCE	
Serial Number:	86829739	LOCAL URBAN VEGETABLES	
Serial Number:	86829740	LOCAL URBAN VEGETABLES	
Serial Number:	86829742	L.U.V.	
Serial Number:	86829744	L.U.V.	
CORRESPONDENCE DATA			
Fax Number:	3102283953		
<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:	3102283700		
Email:	rwalsh@sheppardmullin.com		
Correspondent Name:	Jill M. Pietrini, Esq.		
Address Line 1:	1901 Avenue of the Stars, Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	47LS-221564		
NAME OF SUBMITTER:	Jill M. Pietrini, Esq.		
SIGNATURE:	/Jill M. Pietrini/		
DATE SIGNED:	05/19/2021		

Total Attachments: 5

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Contribution Agreement

This Contribution Agreement (this "Agreement"), effective as of January 1, 2020, is by and between Local Urban Vegetables, L.L.P., a Delaware limited liability limited partnership (the "Transferor"), and Local Urban Vegetables, L.L.C. a Delaware limited liability Company (the "Transferee").

WHEREAS, Transferor and Transferee desire to enter into this Agreement pursuant to which Transferor will convey certain assets and liabilities to Transferee in exchange for [REDACTED] Preferred Units of the Transferee, on the terms and subject to the conditions set forth in this Agreement (the "Contribution").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution of Assets. On the terms and subject to the conditions set forth in this Agreement, Transferor hereby contributes, transfers, assigns, conveys and delivers to Transferee, and Transferee does hereby acquire and accept from Transferor, all of Transferor's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and existing, which are owned, leased, or are otherwise used or held for use by the Transferor (collectively, the "Assets"), including, without limitation, the following:

- (a) cash and cash equivalents;
- (b) all accounts or notes receivable held by Transferor, and any security, claim, remedy or other right related to any of the foregoing;
- (c) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories;
- (d) all contracts with the Transferor (meaning all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral), including intellectual property agreements (meaning all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other contracts, whether written or oral, relating to any intellectual property that is owned by, used or held for use by the Transferor);
- (e) all intellectual property;
- (f) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property;

- (g) all real property (whether owned or leased);
- (h) all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities;
- (i) all rights to any actions of any nature available to or being pursued by the Transferor to the extent related to the Assets, whether arising by way of counterclaim or otherwise;
- (j) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of taxes);
- (k) all of the Transferor's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Assets;
- (l) all insurance benefits, including rights and proceeds, arising from or relating to the Assets;
- (m) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any governmental authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to any intellectual property assets or agreements; and
- (n) all goodwill of the Transferor.

2. Assumed Liabilities. The Contribution is subject to the assumption by Transferee of all liabilities and obligations of Transferor to the extent exclusively or primarily resulting from, relating to or arising out of the Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (the "**Assumed Liabilities**"). Transferee hereby assumes and shall perform, pay and discharge when due the Assumed Liabilities. Nothing contained herein shall prevent Transferee or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

3. Consideration. As consideration for the contribution of the Assets set forth under Section 1, Transferee agrees to issue [REDACTED] Preferred Units of the Transferee to the Transferor.

4. Representations and Warranties of the Transferor.

(a) Organization of Transferor. Transferor is a limited liability limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority. Transferor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferor has obtained all necessary approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferor and (assuming due authorization, execution and delivery by Transferee) shall constitute Transferor's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) Ownership and Transfer of Assets. Transferor has valid, good and marketable title to, or in the case of leased or subleased Assets, valid and subsisting leasehold interests in, all of the Assets, and such Assets are free and clear of all liens. Transferor has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to Transferee all right, title and interest in and to, or in the case of leased or subleased Assets, all right, title and interest in and to the leasehold interest relating to, the Assets without penalty or other adverse consequences.

5. Representations and Warranties of the Transferee.

(a) Organization of Transferee. Transferee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority. Transferee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferee has obtained all necessary approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferee and (assuming due authorization, execution and delivery by Transferor) shall constitute Transferee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

6. Further Assurances. Transferor and Transferee agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

7. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all

prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Local Urban Vegetables, LLLP

By  _____

Name: Morris Gasmer

Title: CEO + Co-founder

Local Urban Vegetables, LLC

By  _____

Name: Erik Caso

Title: Executive Chairman