

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648293

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/12/2021
RESUBMIT DOCUMENT ID:	900617264

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daniel Aronhime		04/27/2021	INDIVIDUAL: UNITED STATES
Seedible, LLC		04/27/2021	Limited Liability Company: DELAWARE
Seedery Co.		04/27/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Soom Foods, LLC
Street Address:	428 East Erie Avenue
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19134
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5922407	SEEDIBLE

CORRESPONDENCE DATA

Fax Number: 2156653165
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.

Phone: 2156653217
Email: joseph.aceto@obermayer.com
Correspondent Name: Joseph F. Aceto
Address Line 1: 1500 Market Street
Address Line 2: Suite 3400, Center Square West
Address Line 4: Philadelphia, PENNSYLVANIA 19102

NAME OF SUBMITTER:	Joseph F. Aceto
SIGNATURE:	/Joseph F. Aceto/
DATE SIGNED:	05/20/2021

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS Seedible, LLC, a Delaware limited liability company; Seedery Co., a Delaware corporation; and Daniel Aronhime, and individual, having an address at 215 W. 84th St. Unit 412-608, New York, NY 10024 (hereinafter referred to as "Assignors"), owns, leases, uses or licenses the right, title and interest in, to or under certain Trademark Rights (as defined below);

WHEREAS pursuant to, and upon the terms of, that certain Asset Purchase Agreement dated as of March 12, 2021 and in consideration for the total sum of one dollar (\$1.00) from Seedery Co., Soom Foods, LLC, a Delaware limited liability company, with an address at 428 East Erie Avenue, Philadelphia, PA 19134 (hereinafter referred to as "Assignee") agrees to acquire all right, title and interest in, to or under all Trademark Rights of Assignors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

SECTION 2. Assignment and Transfer. Assignors hereby assign, on this 12th day of March 2021, to Assignee, free and clear of all liabilities (other than the Assumed Liabilities and Permitted Encumbrances), and Assignee hereby accepts Assignors' entire right, title and interest in, to or under a certain trademark and trademark application identified in Schedule 4.7 and listed as "SEEDIBLE", Reg. No. 5,922,407 having App. No. 88165234, including without limitation:

- (a) all trademarks, trademark rights, service marks, service mark rights, trade dress, logos, slogans, trade names, trade name rights, corporate names, Internet domain names and subdomains (including all website content associated therewith), and rights in telephone numbers, together with all translations; adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, the "Trademark Rights");
- (b) the benefit of all priority rights of the Trademarks;
- (c) the right to seek and obtain registrations in other countries in respect of the Trademarks or any other trademark included in the Trademark Rights;
- (d) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of the Trademarks or of the rights conferred by publication of the application for the same or of any other of the Trademark Rights; and

(e) any and all choses in action and any and all claims and demands, both at law and in equity, that Assignors have or may have for damages or profits accrued or to accrue on account of the infringement of any of the Trademarks or of any other of the Trademark Rights, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment of Trademark Rights and sale had not been made.

SECTION 3. Rights. As of the execution of this Assignment of Trademark Rights, Assignee shall have all benefits, privileges, causes of actions and remedies arising out of or relating to the assigned Trademark Rights or the exploitation thereof, including without limitation the right to apply for and maintain all applications, registrations or renewals therefor, to sue for all past or future infringements thereof or other violations of any rights therein, and to settle and retain proceeds from any such action.

SECTION 4. General. (a) Notwithstanding any other provision herein, this Assignment of Trademark Rights shall not assign or be deemed to assign any Trademark or Trademark Right that is an Excluded Asset.

(b) Assignors agree to execute, or to cause to be executed, any additional assignments of Trademark Rights or other documents that may be required in addition to the signing of this Assignment of Trademark Rights in order to transfer to Assignee the ownership of any Trademarks or other Trademark Rights in individual countries, including any trademark registrations or applications and otherwise, in order to effectuate the intent of this Assignment of Trademark Rights.

(c) This Assignment of Trademark Rights may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties hereto and delivered to the other Parties hereto.

(d) This Assignment of Trademark Rights, the Asset Purchase Agreement and the other Transaction Documents, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. None of the Parties shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth in the Asset Purchase Agreement or the other Transaction Documents. In the event of a conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

(e) Neither the making nor the acceptance of this Assignment of Trademark Rights shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or Foreign Implementing Agreement or constitute a waiver or release by any

Party to the Asset Purchase Agreement or Foreign Implementing Agreement of any
Liabilities imposed thereby.

(f) This Assignment of Trademark Rights shall be governed by and construed and
take effect in accordance with the law of the United States.

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IN WITNESS WHEREOF, Assignor has caused its authorized representatives to hereunder set their hands on the date shown below, and Assignee has caused one of its officers to hereunder set his hand on the date shown below to signify, in each case, its acceptance of this Assignment of Trademark Rights.

ASSIGNORS

By: *D. Aronhime*
Name: Daniel Aronhime
Title: Manager

State of NEW YORK

County of NEW YORK

On this 27TH day of April, 2021 before me, a Notary Public in and for said county, appeared Daniel Aronhime who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes the uses and purposes therein set forth.

Rhondalisa Roberts
Notary Public

{NOTARIAL SEAL}



RHONDALISA ROBERTS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6410737
Qualified in New York County
My Commission Expires 11-02-2024

ASSIGNEE

By: *Shelby Zitelman*
Name: Shelby Zitelman
Title: Chief Operating Officer

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