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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM659079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
William Carvalho		06/25/2021	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Wild Planet Foods, Inc.	
Street Address:	1585 Heartwood Drive, Suite F	
City:	McKinleyville	
State/Country:	CALIFORNIA	
Postal Code:	95519	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3110320	WILD PLANET

CORRESPONDENCE DATA

Fax Number: 4154212922

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: 415-421-6500

Email: trademark@sflaw.com

Correspondent Name: Cristina N. Rubke, Shartsis Friese LLP

Address Line 1: One Maritime Plaza, 18th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Cristina N. Rubke
SIGNATURE:	/Cristina Rubke/
DATE SIGNED:	07/09/2021

Total Attachments: 3

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> TRADEMARK REEL: 007350 FRAME: 0973

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is entered into on June 25, 2021, by and between William Carvalho ("Assignor") and Wild Planet Foods, Inc. ("Assignee") (collectively, the "Parties") with reference to the following facts:

- A. Assignor was the prior owner of the US Registration Number 3110320 for the WILD PLANET trademark (the "Mark").
 - B. Assignee was incorporated on July 15, 2008 (the "Incorporation Date").
- B. The Parties entered into a Trademark Assignment dated April 30, 2009 (the "2009 Assignment").
- C. The purpose of this Assignment is to clarify that the assignment of the Mark to Assignee, as referenced in the 2009 Assignment, dates back to the Incorporation Date.
- D. By executing this Assignment, the Parties desire to confirm that the assignment and transfer of the Mark, and all good will related thereto and all rights therein, whether based in common law or under federal or state statutes (collectively, the "Trademark Rights"), that the Assignor may have owned or possessed previously and as of the date hereof, have been assigned and transferred to the Assignee, effective as of the Incorporation Date.
- NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the Parties agree as follows:
- 1. <u>Assignment of Mark.</u> Assignor hereby sells, assigns, transfers and conveys to Assignee, effective as of the Incorporation Date, any and all right, title and interest Assignor may now have or ever has had in and to the Mark and to the other Trademark Rights for any and all purposes, together with all goodwill of the business symbolized by the Mark. The foregoing assignment of the Mark and Trademark Rights, effective as of the Incorporation Date, shall include without limitation:
- (a) The right to register or renew the Mark in the United States and in any foreign country,
- (b) All right, title and interest of Assignor in any pending registration applications for the Mark,
- (c) The exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Mark and the Trademark Rights, and
- (d) The right to enforce, sue for and collect damages by reason of any past or future infringement or misuse of the Mark.
- 2. <u>Representation</u>. Assignor represents and warrants to Assignee that it has not previously assigned to any third party any right, title or interest in or to the Mark or any of the

TRADEMARK REEL: 007350 FRAME: 0974 other Trademark Rights or any associated goodwill. Assignor represents and warrants that it has full power and authority to make the agreements and representations contained in this Assignment.

- 3. <u>Further Assurances</u>. Assignor agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Mark and to effect the assignment and transfer of the Mark to Assignee, including but not limited to the recordation of this Assignment with the United States Patent and Trademark Office.
- 4. <u>Absolute and Exclusive Assignment</u>. This Assignment is absolute, exclusive and irrevocable.
- 5. <u>Successors and Assigns</u>. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.
- 6. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto to be effective as of the date first above written.

ASSIGNOR:

William F. Carvalho

By:

Name: William F. Carvalho

ASSIGNEE:

Wild Planet Foods, Inc.

By:

Name: Title Terry Hunt CEO