

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM664592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lief Holdings, LLC		05/17/2021	Limited Liability Company: CALIFORNIA
EKO Holdings, LLC		05/17/2021	Limited Liability Company: CALIFORNIA
Live Zola, LLC		05/17/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Arcadia Biosciences, Inc		
Street Address:	202 Cousteau Place		
Internal Address:	Suite 105		
City:	Davis		
State/Country:	CALIFORNIA		
Postal Code:	95618		
Entity Type:	Corporation: DELAWARE		
Name:	Arcadia Wellness, LLC		
Street Address:	9016 Fullbright Avenue		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88733635	PROVAULT	
Serial Number:	88397649	SOULSPRING	
Serial Number:	90211407	ONKARA	
Serial Number:	90298975	SOULSPRING	
Serial Number:	90298974	EVIRRA	
Serial Number:	88397656	EVIRRA	
Serial Number:	88630873	VACAY	
Serial Number:	86198638	VACAY	

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Property Type	Number	Word Mark
Serial Number:	87349888	LIVE ZOLA!
Serial Number:	87278585	ZOLA
Registration Number:	3303759	ZOLA
Registration Number:	4819716	ZOLA
Registration Number:	4819717	ZOLA FRUITS OF THE WORLD
Serial Number:	87278621	

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.

Phone: 4124545033
Email: Victoria.Summerfield@troutman.com
Correspondent Name: Victoria D Summerfield
Address Line 1: 501 Grant Street, Suite 300, Union Trust
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	147411.32
NAME OF SUBMITTER:	Victoria D Summerfield
SIGNATURE:	/Victoria D Summerfield/
DATE SIGNED:	08/03/2021

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 17, 2021, is made between Lief Holdings, LLC, a California limited liability company (“**Lief**”), EKO Holdings, LLC, a California limited liability company (“**Eko**”), and Live Zola, LLC, a California limited liability company (“**Live Zola**”) (collectively “**Sellers**”) on the one side, in favor of Arcadia Biosciences, Inc., a Delaware corporation and Arcadia Wellness, LLC, a Delaware Limited Liability Company collectively (“**Buyer**”), the purchaser of certain assets of the Sellers pursuant to an Asset Purchase Agreement, dated May 17, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP assignment, for recorded with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts all of each Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

a. the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

b. the Internet domain names set forth on Schedule B hereto, and all issuances, extensions, and renewals thereof (the “**Domain Names**”);

c. the social media accounts set forth on Schedule C hereto, and all corresponding verifications and access credentials thereof (the “**Social Media Accounts**”);

d. product formulations (unregistered) set forth on Schedule D hereto (the “**Product Formulations**”),

e. all rights of any kind whatsoever of each Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

f. 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

g. 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 and claims for damages, restitution, and injunctive or 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. Seller hereby authorized the Commissioner for Trademarks 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 Buyer. Following the date hereof, and upon Buyer's reasonable request, each Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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, initiating transfer of domain names, social media accounts, and product formulations, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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 once 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 Agreement.

5. 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.

6. 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 Delaware, without giving effect to any choice or conflict of law provision or rule of any jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

LIEF HOLDINGS, LLC

DocuSigned by:
By: Brett Cummings
Name: Brett Cummings
Title: Manager
ADDRESS FOR NOTICES:

EKO HOLDINGS, LLC

DocuSigned by:
By: Brett Cummings
Name: Brett Cummings
Title: Manager
ADDRESS FOR NOTICES:

LIVE ZOLA, LLC

DocuSigned by:
By: Dennis O'Malley
Name: Dennis O'Malley
Title: CEO
ADDRESS FOR NOTICES:

AGREED TO AND ACCEPTED:

ARCADIA BIOSCIENCES, INC.

By: _____
Name: _____
Title: _____
ADDRESS FOR NOTICES:

ARCADIA WELLNESS, LLC

By: _____
Name: _____
Title: _____
ADDRESS FOR NOTICES:

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

LIEF HOLDINGS, LLC

EKO HOLDINGS, LLC

By: _____
Name: _____
Title: _____
ADDRESS FOR NOTICES:

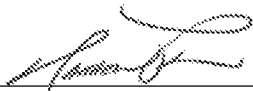
By: _____
Name: _____
Title: _____
ADDRESS FOR NOTICES:

LIVE ZOLA, LLC

By: _____
Name: _____
Title: _____
ADDRESS FOR NOTICES:

AGREED TO AND ACCEPTED:

ARCADIA BIOSCIENCES, INC.


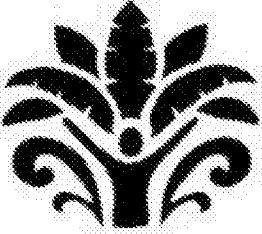
By:  _____
Name: Matthew Plavan
Title: CEO
ADDRESS FOR NOTICES:

ARCADIA WELLNESS, LLC

By:  _____
Name: Matthew Plavan
Title: CEO
ADDRESS FOR NOTICES:

SCHEDULE A

Schedule of Trademark Registrations and Applications

Mark	Registration/Serial No.	Owner	Status
Provault	88733635	Lief Holdings, LLC	Office Action (4/8/21)
Soulspring	88397649	Lief Holdings, LLC	Registered
Onkara	90211407	Lief Holdings, LLC	Published for Opposition (3/23/21)
Soulsping	90298975	Lief Holdings, LLC	Preliminary Amendment (3/10/21)
Evirra	90298974	Lief Holdings, LLC	Application filed (11/4/20)
Evirra	88397656	Lief Holdings, LLC	Notice of Allowance (1/26/21)
Vacay	88630873	Live Zola, LLC	ITU Extension (2/26/21)
Vacay	86198638	Live Zola, LLC	Registered
Live Zola!	87349888	Live Zola, LLC	Registered
	87278585	Live Zola, LLC	Registered
Zola	3303759	Live Zola, LLC	Registered
Zola	4819716	Live Zola, LLC	Registered
Zola Fruits of the World	4819717	Live Zola, LLC	Registered
	87278621	Live Zola, LLC	Registered

SCHEDULE B

Schedule of Domain Names

Domains	Owner	Registrar	Expiration
www.livezola.com	Live Zola, LLC	TuCows, Inc.	4/3/22
www.discoverzola.com	Live Zola, LLC	Gandi SAS	4/3/23
www.livelifezola.com	Live Zola, LLC	Gandi SAS	4/3/23
www.projectzola.com	Live Zola, LLC	Gandi SAS	5/6/22
www.zolaacaii.com	Live Zola, LLC	Gandi SAS	5/8/23
www.livezolacbd.com	Live Zola, LLC	TuCows, Inc.	6/25/21
www.zolacbd.com	Live Zola, LLC	TuCows, Inc.	6/25/21
www.saavynaturals.com	Eko Holdings, LLC	Network Solutions, LLC	9/9/23
www.babysaavy.com	Eko Holdings, LLC	Network Solutions, LLC	9/23/21
www.saavynatural.com	Eko Holdings, LLC	Network Solutions, LLC	9/29/21
www.saavyorganics.com	Eko Holdings, LLC	Network Solutions, LLC	10/11/21
www.skinsaavy.com	Eko Holdings, LLC	Network Solutions, LLC	9/23/21
www.mysoulspring.com	Eko Holdings, LLC	GoDaddy.com LLC	6/21/23
www.provaultcbd.com	Lief Holdings, LLC	GoDaddy.com LLC	8/27/21
www.evirr CBD.com	Lief Holdings, LLC	GoDaddy.com LLC	5/27/25

SCHEDULE C

Schedule of Social Media Accounts

Platform	Handle	Owner
Instagram	livezolaus	Live Zola, LLC
Twitter	livezolaus	Live Zola, LLC
Facebook	https://www.facebook.com/LiveZolaUS	Live Zola, LLC
Instagram	saavynaturals	Eko Holdings, LLC
Instagram	soulspringcbd	Lief Holdings, LLC
Instagram	Provault_cbd	Lief Holdings, LLC

SCHEDULE D

Schedule of Product Formulations (unregistered)

Formulation	Owner
Coconut Water Original	Live Zola, LLC
Coconut Water with Pulp	Live Zola, LLC
Coconut Water with Espresso	Live Zola, LLC
Body care products (lotions, washes, bath bombs, and scrubs)	Lief Holdings, LLC
Formulations for all products within the scope of Schedule 1.1(b) of the Asset Purchase Agreement, excluding the products listed in Schedule 1.2 of the Asset Purchase Agreement.	Parties noted in Asset Purchase Agreement