

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671342

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900633041		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Native State Foods, Inc.		06/30/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Angela Palmieri		
Street Address:	300 Indian Valley Lane		
City:	Swansea		
State/Country:	SOUTH CAROLINA		
Postal Code:	29160		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86692452	FIND YOUR NATIVE STATE	
Serial Number:	86692459	NATIVE STATE	
Serial Number:	86692456	NATIVE STATE	
Serial Number:	86981882	PURELY PINOLE	
CORRESPONDENCE DATA			
Fax Number:	8666472291		
<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:	8039201554		
Email:	angela@nativestatefoods.com		
Correspondent Name:	Angela Palmieri		
Address Line 1:	1902 Beulah Rd		
Address Line 4:	Vienna, VIRGINIA 22182		
NAME OF SUBMITTER:	Angela Palmieri		
SIGNATURE:	/AngelaPalmieri/		
DATE SIGNED:	08/31/2021		
Total Attachments: 4			
source=Native_State_Trademark_Assignment EXECUTED#page1.tif			

source=Native_State_Trademark_Assignment EXECUTED#page2.tif
source=Native_State_Trademark_Assignment EXECUTED#page3.tif
source=Native_State_Trademark_Assignment EXECUTED#page4.tif

Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 30 day of June, 2021 (the "Effective Date") by and between Native State Foods, Inc. (the "Assignor"), a California Corporation located at 12655 W. Jefferson Blvd., Los Angeles, CA, 90066 and Angela Palmieri (the "Assignee"), a South Carolina Resident located at 300 Indian Valley Lane, Swansea, South Carolina, 29160.

1. **Marks.** The term "Marks" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Marks") identified as follows:

Mark Name #1: Native State Logo

Application or Registration Number: 5276926

State of Registration: California

Date of Application or Registration: August 29, 2017

Description of Goods/Services: cereals, snacks, bars, supplements

Mark Name #2: Native State Name

Application or Registration Number: 5276925

State of Registration: California

Date of Application or Registration: August 29, 2017

Description of Goods/Services: ereals, snacks, bars, supplements

Mark Name #3: Find Your Native State Tagline

Application or Registration Number: 5069697

State of Registration: California

Date of Application or Registration: October 25, 2016

Description of Goods/Services: Service Mark for cereals, snacks, bars, supplements

Mark Name #4: Purely Pinole

Application or Registration Number: 5197063

State of Registration: California

Date of Application or Registration: May 2, 2017

Description of Goods/Services: cereals, snacks, bars, supplements containing pinole

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Marks in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Marks or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Marks.
3. **Consideration.** Assignee shall pay Assignor the sum of \$1.00, payable on June 30, 2021 in consideration for assignment of the Marks.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Marks and any and all related federal and state trademark registrations and/or registration application rights.
5. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with

any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing

- 8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- 9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
- 10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

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

Native State Foods, Inc.

By: Claudio Roumainochoa
DocuSigned by: 9E71A26BCB43479...
 Name: Claudio Roumainochoa
 Title: COO

Angela Palmieri

By: Angela Palmieri
DocuSigned by: E0B11BF32454446...
 Name: Angela Palmieri

This page intentionally left blank.