# OP \$415.00 5950535

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM671125

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STEVIVA BRANDS, INC.		07/27/2021	Corporation: OREGON

#### **RECEIVING PARTY DATA**

Name:	ICON FOODS, INC.
Street Address:	19250 NE PORTAL WAY
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97230
Entity Type:	Corporation: OREGON

#### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark		
Registration Number:	5950535	ICON FOODS		
Registration Number:	5434609	ICON FOODS		
Registration Number:	5667075	PUREFINE		
Registration Number:	5033235	BRAZILIASWEET		
Registration Number:	4989767	COCOSWEET		
Registration Number:	4694403	ERYSWEET		
Registration Number:	3827227	FRUCTEVIA		
Registration Number:	4846123	NECTEVIA		
Registration Number:	4608429	STEVIASWEET		
Registration Number:	4846124	STEVIVA		
Registration Number:	4846125	STEVIVA		
Registration Number:	3827226	STEVIVA		
Registration Number:	4836882	WHERE SWEETENERS COME NATURALLY		
Registration Number:	4846126	XEROSWEET		
Registration Number:	5929784	CANNASWEET		
Serial Number:	86633019	MONKSWEET		

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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900640174 REEL: 007407 FRAME: 0889

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 503-336-1214

Email: DOCKETING@MOHRIPLAW.COM

Correspondent Name: JOSEPH MOHR

Address Line 1: 111 SW 5TH AVENUE, SUITE 3150

Address Line 4: PORTLAND, OREGON 97204

NAME OF SUBMITTER: JOSEPH MOHR

SIGNATURE: /JOSEPH MOHR/

**DATE SIGNED:** 08/30/2021

**Total Attachments: 5** 

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#### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("IP Assignment"), dated as of July 27, 2021, is made by Steviva Brands, Inc., ("Transferor"), an Oregon corporation, located at 19250 NE Portal Way, Portland, OR 97230, in favor of Icon Foods, Inc. ("Transferee"), an Oregon corporation, located at 19250 NE Portal Way, Portland, OR 97230, in connection with that certain asset acquisition pursuant to a Plan of Merger between Transferor and Transferee, dated as of December 4, 2020 (the "Plan of Merger").

WHEREAS, under the terms of the Plan of Merger, Transferor has conveyed, transferred, and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Transferor agrees as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title, and interest in and to the following (collectively, the "Assigned IP"):
  - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks") that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) 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
  - (d) 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 to and claims for damages, restitution, and injunctive and 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. Transferor hereby authorizes 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 Transferee. Following the date hereof, upon Transferee's reasonable request, and at Transferee's sole cost and expense, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

TRADEMARK REEL: 007407 FRAME: 0891 exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Transferee, or any assignee or successor thereto.

- 3. <u>Terms of the Plan of Merger</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into in reference to the Plan of Merger, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Plan of Merger 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 Plan of Merger and the terms hereof, the terms of the Plan of Merger shall govern.
- 4. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. 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 Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Steviva Brands, Inc.

B∳: .

Name: Thomas King Title: President

Address for Notices: 19250 NE Portal Way,

Portland, OR 97230

ACKNOWLEDGMENT

STATE OF OREGON

)SS.

COUNTY OF MULTNOMAH

On the 26th day of February, 2021, before me personally appeared Thomas King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Steviva Brands, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Steviva Brands, Inc. for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: RANN HAMMOND

My Commission Expires:  $N_{E,CE} \sim 6 \epsilon \alpha_{\perp} / 21$ , 24 24



## **SCHEDULE 1**

## ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

# **Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
ICON FOODS	United States of America	5950535	December 31, 2019
ICON FOODS	United States of America	5434609	March 27, 2018
PUREFINE	United States of America	5667075	January 29, 2019
BRAZILIASWEET	United States of America	5033235	August 30, 2016
COCOSWEET	United States of America	4989767	June 28, 2016
ERYSWEET	United States of America	4694403	March 3, 2015
Fructevia	United States of America	3827227	August 3, 2010
NECTEVIA	United States of America	4846123	November 3, 2015
SteviaSweet	United States of America	4608429	September 23, 2014
STEVIVA	United States of America	4846124	November 3, 2015
STEVIVA	United States of America	4846125	November 3, 2015
	United States of America	3827226	August 3, 2010

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WHERE SWEETENERS COME NATURALLY	United States of America	4836882	October 20, 2015
XEROSWEET	United States of America	4846126	November 3, 2015
CANNASWEET	United States of America	5929784	December 10, 2019

# **Trademark Applications**

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
MONKSWEET	United States of America	In Use	86633019	May 18, 2015

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