

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM690306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Data Group, Inc.		06/30/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	The Thomas J. Connell Revocable Trust		
Street Address:	435 Terrace Street		
City:	Ashland		
State/Country:	OREGON		
Postal Code:	97520		
Entity Type:	Trust: OREGON		
Composed Of:	<ul style="list-style-type: none"> Thomas J Connell, UNITED STATES, INDIVIDUAL 		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2296224	TASTE FOR LIFE	
Registration Number:	2802589	TASTE FOR LIFE	
Registration Number:	4308175	100 PLUS	
Registration Number:	4898860	100 PLUS	
Registration Number:	3028376	BUYORGANIC!	
Registration Number:	3459726	REMEDIES FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5089886770		
Email:	trademark_docket@idg.com		
Correspondent Name:	Leigh A Mills		
Address Line 1:	140 Kendrick Street Building B		
Address Line 4:	Needham, MASSACHUSETTS 02494		
NAME OF SUBMITTER:	Leigh A. Mills		
SIGNATURE:	/Leigh A Mills/		

CH \$165.00 2296224

DATE SIGNED:	11/24/2021
Total Attachments: 6 source=IDG - Connell - TM Assignment (06.30.2021)#page1.tif source=IDG - Connell - TM Assignment (06.30.2021)#page2.tif source=IDG - Connell - TM Assignment (06.30.2021)#page3.tif source=IDG - Connell - TM Assignment (06.30.2021)#page4.tif source=IDG - Connell - TM Assignment (06.30.2021)#page5.tif source=IDG - Connell - TM Assignment (06.30.2021)#page6.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement (this “**Agreement**”), effective as of as of **June 30, 2021** (the “**Effective Date**”), is by and between International Data Group, Inc., a Massachusetts corporation with a business address of 140 Kendrick Street, Building B, Needham, Massachusetts 02494 (“**Assignor**”), and The Thomas J. Connell Revocable Trust, a revocable living trust with a business address of 435 Terrace Street, Ashland, OR 97520 (“**Assignee**”; together with Assignor the “**Parties**,” and individually referred to herein as “**Party**”).

WHEREAS, Assignor and Assignee entered into a Stock Purchase Agreement dated as of **June 30, 2021** (“**Stock Purchase Agreement**”) pursuant to which Assignor agreed to convey certain assets, which include the Assigned Marks, Assigned Domains and Copyrights (“Assigned IP”) to Assignee;

WHEREAS, Assignor has the right to assign its interest in the Assigned IP; and

WHEREAS, Assignor desires to assign its ownership interest in the Assigned IP, and Assignee desires to acquire such ownership interest in the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties and covenants contained herein and in the Stock Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. In addition to the definitions set forth below and herein, capitalized terms used herein or in any attachment or schedule hereto and not defined herein or therein shall have the meanings assigned to them in the Stock Purchase Agreement.

(a) “**Assigned IP**” as used herein shall mean the Assignor Copyrights, Assignor Domain Names, and Assignor Trademarks.

(b) “**Assignor Copyrights**” shall mean those Copyrights, registered with the United States Copyright Office, or not registered, created by or on behalf of Company and associated with the following Company publications: “Taste for Life”, “Remedies and Recipes”, and “Recipes”.

(c) “**Assignor Domain Names**” shall mean those domain names and associated domain name registrations listed on Exhibit A hereto.

(d) “**Assignor Trademarks**” shall mean those Trademarks (other than Assignor Domain Names) and service marks listed on Exhibit B hereto, including any and all issuances, extensions and renewals thereof and applicable foreign counterparts thereto, and the goodwill of the business pertaining thereto.

2. Assignment

(a) Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to each of the Assigned IP in all jurisdictions where Assignor has rights, together with all common law rights and the associated goodwill of the business symbolized thereby, and all benefits, privileges, causes of actions, claims and remedies arising out of or relating to the Assigned IP, the exploitation thereof, and the use or ownership of any of the Assigned IP on and after the Effective Date, including, without limitation, the right of priority resulting from the filing of the Assigned IP and the

right to sue and recover for all past, present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by the Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by the Assignor had this Assignment not been made.

(b) Assignor hereby authorizes and requests the competent governmental authorities to record and register this Assignment upon request by Assignee.

3. Further Assurances. Assignor shall take such steps and actions following the date hereof, including furnish, execute, verify and acknowledge such documents or information, including, without limitation, any instruments of transfer, recordable assignments, affidavits, declarations, oaths, exhibits, powers of attorney or other documents, and perform such other acts as Assignee lawfully and reasonably may request from time to time, to perfect and vest title in the Assigned IP in Assignee. Assignor agrees to execute any necessary confirmatory assignment and other documents acknowledging that it transferred whatever rights it has in the Assigned IP to Assignee for recording at any relevant governmental authority.

4. Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

(b) Nothing in this Agreement shall be deemed to create, either express or implied, the power of any Party to bind the other and nothing herein shall create a partnership or joint venture between the Parties hereto. Neither Party shall be bound by the actions of the other, shall be liable for the debts of the other, or shall have the right to share in the profits of the other, as a result of anything contained in this Agreement.

(c) The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Stock Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned IP. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Stock Purchase Agreement shall not be enlarged, diminished, modified, altered or 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 Stock Purchase Agreement and the terms of this Agreement, the terms of the Stock Purchase Agreement shall govern and control.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly signed as of the Effective Date.

INTERNATIONAL DATA GROUP, INC.

By: Donna Marr
Name: Donna Marr
Title: Chief Accounting Officer

The Thomas J. Connell Revocable Trust

By: _____
Name: Thomas J. Connell
Title: Trustor

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly signed as of the Effective Date.

INTERNATIONAL DATA GROUP, INC.

By: _____
Name: Donna Marr
Title: Chief Accounting Officer

The Thomas J. Connell Revocable Trust

By: _____
Name: Thomas J. Connell
Title: Trustee

Exhibit A

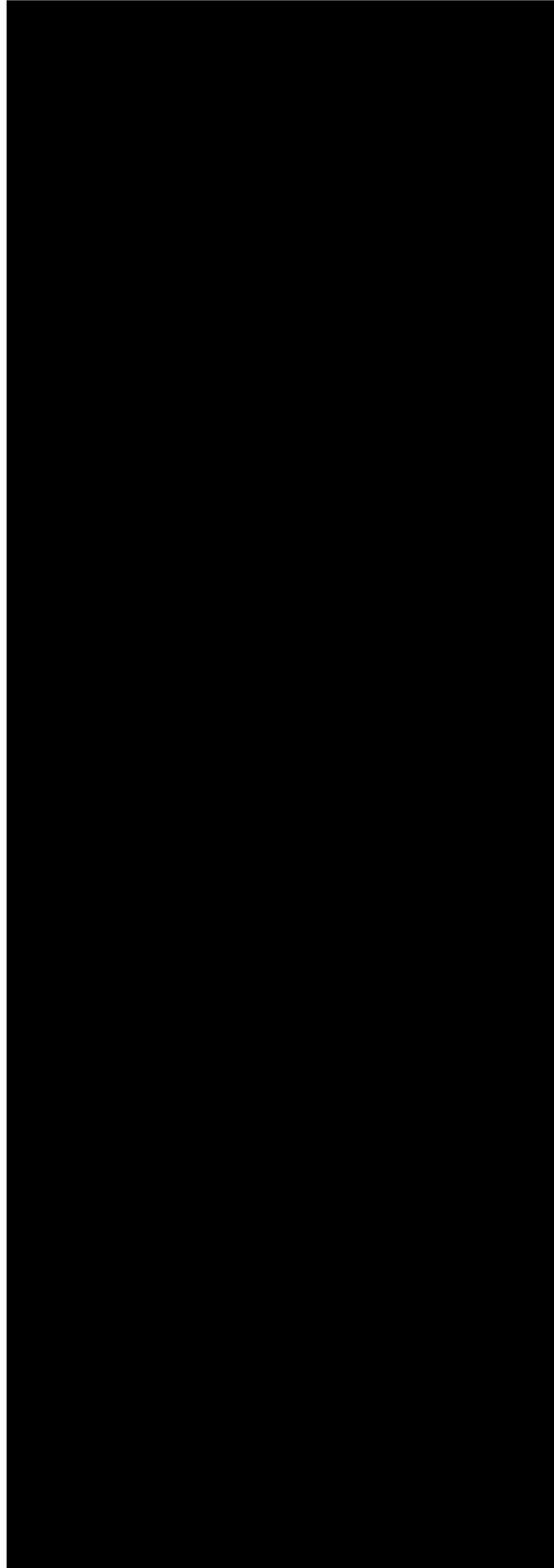


Exhibit B

Assignor Trademarks

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date
TASTE FOR LIFE	US	75977927	10/8/1997	2296224	11/30/1999
TASTE FOR LIFE	US	75370252	10/8/1997	2802589	1/6/2004
100 PLUS	US	85656825	6/20/2012	4308175	3/26/2013
100 PLUS	US	85656894	6/20/2012	4898860	2/9/2016
BUYORGANIC!	US	78501153	10/18/2004	3028376	12/13/2005
REMEDIES FOR LIFE	US	78947358	8/8/2006	3459762	7/1/2008