

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
InHarvest, Inc.		03/22/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Riviana Foods Inc.		
<b>Street Address:</b>	2777 Allen Parkway		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77019		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2611408	INDIAN HARVEST	
<b>Registration Number:</b>	3922369	SUNRISE BLEND WITH QUINOA FLAKES	
<b>Registration Number:</b>	3972873	BLACK PEARL MEDLEY	
<b>Registration Number:</b>	3922370	GOLDEN JEWEL BLEND	
<b>Registration Number:</b>	4724576	INHARVEST	
<b>Registration Number:</b>	5362344	INHARVEST	
<b>Registration Number:</b>	6435738	GRAIN PERFECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029042195		
<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>			
<b>Phone:</b>	(202) 903-2424		
<b>Email:</b>	rshapiro@sasiplaw.com		
<b>Correspondent Name:</b>	RONALD E. SHAPIRO		
<b>Address Line 1:</b>	1300 PENNSYLVANIA AVENUE NW SUITE 700		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Ronald E. Shapiro		
<b>SIGNATURE:</b>	/Ronald E. Shapiro/		
<b>DATE SIGNED:</b>	05/20/2022		

OP \$190.00 2611408

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”) is entered into as of April 1, 2022 by and among InHarvest, Inc., a California corporation (“InHarvest”), Colusa 2870 Facility, LLC, a Minnesota limited liability company (“Colusa” and together with InHarvest, each an “Assignor” and collectively, the “Assignors”), and Riviana Foods Inc., a Delaware corporation (the “Assignee”).

### RECITALS

WHEREAS, this Assignment is being executed and delivered pursuant to that certain Asset Purchase Agreement, dated as of February 21, 2022 by and among the Assignors, the Assignee and the other parties listed on the signature pages thereto (as the same may be amended from time to time and including all exhibits and schedules thereto, the “Purchase Agreement”), pursuant to which, among other things, the Assignors have agreed to assign, convey, transfer and deliver to the Assignee, and the Assignee has agreed to acquire and accept, from the Assignors, all of the Assignors’ right, title and interest in, to and under the Assets (including, without limitation, the registered Business Intellectual Property); and

WHEREAS, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, the Assignors desire to assign to Assignee, and Assignee desires to accept, all of the rights and obligations of the Assignors in, to and under the registered Business Intellectual Property, including the trademarks, trade names, domain name registrations and social media identifiers set forth on Schedule A attached hereto.

### AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Subject to the terms and conditions of the Purchase Agreement, the Assignors do hereby sell, assign, convey, transfer and deliver to the Assignee, and the Assignee hereby accepts and acquires, effective as of the Closing, (a) all of the Assignors’ right, title and interest in and to, and all burdens, obligations and liabilities of the Assignors in connection with, the registered Business Intellectual Property, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of the Assignors solely to which the registered Business Intellectual Property pertains and the goodwill solely associated with the registered Business Intellectual Property and symbolized thereby, and (b) all other rights accruing thereunder or pertaining thereto, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors and assigns, as full and entirely as the same would have been held and enjoyed by the Assignors if this Assignment

had not been made, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of any of the registered Business Intellectual Property and all income, royalties or payments due or payable from the Closing or thereafter in respect of any of the foregoing.

3. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. Rather, this Assignment is only intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, it being understood that all of the rights and obligations of the parties hereto are governed by the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with any provision of the Purchase Agreement, the provisions of the Purchase Agreement will govern.

4. Assignment; Benefit and Binding Effect. No party hereto may assign this Assignment without the prior written consent of the parties hereto. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as specifically provided herein, the provisions of this Assignment shall be for the exclusive benefit of the parties hereto (and their successors and permitted assigns) and shall not be for the benefit of any other Person. Notwithstanding the foregoing, the Assignee may assign its rights and obligations pursuant to this Assignment, in whole or in part, in connection with any disposition or transfer of all or any portion of the Assignee's business in any form of transaction without the consent of the Assignors provided that the Assignee shall remain liable for any continuing obligations hereunder. In addition, the Assignee may assign any or all of its rights pursuant to this Assignment to any lender to the Assignee or any of its Affiliates as collateral security without consent of the Assignors.

5. Further Assurances. Subject to the terms and conditions of this Assignment, from time to time after the Closing each party hereto will use commercially reasonable efforts to take, or cause to be taken, all such actions and to do or cause to be done, all things, necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment.

6. Governing Law. This Assignment will be governed by, construed and enforced in accordance with the Laws of Delaware, without regard to choice of law principles that would require the application of the Laws of any other jurisdiction.

7. Entire Agreement; Amendments. This Assignment constitutes the entire understanding and agreement by and among the parties hereto with respect to the subject matter hereof. This Assignment supersedes all prior written (and all prior and contemporaneous oral) negotiations, agreements and understandings by and among the parties hereto with respect to the subject matter hereof and cannot be amended, supplemented or changed, except by an agreement in writing that makes specific reference to this Assignment executed by the party such amendment, supplement or change is sought to be enforced against.

8. Counterparts; Electronic Signatures. This Assignment may be signed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures on each counterpart were upon the same instrument. Signatures may be delivered via electronic mail, facsimile or other form of electronic transmission.

**[Signature Page Follows]**

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNORS:

INHARVEST, INC.

By: Eugene Addink  
Name: Eugene Addink  
Title: Chief Executive Officer  
Date: March 21st, 2022

State of South Dakota §  
§  
County of Pennington §

Before me, Paul Alink, on this day personally appeared Eugene Addink, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of March 21, 2022.



Paul Alink  
Notary Public's Signature  
Exp. 9-7-2024

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNORS:

COLUSA 2870 FACILITY, LLC

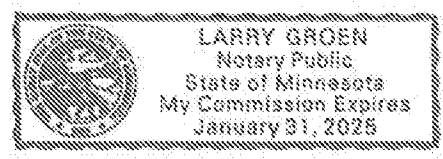
By:   
Name: Trevor Duinick  
Title: President  
Date: \_\_\_\_\_

State of Minnesota §  
§  
County of Kandiyohi §

Before me, Larry Groen, on this day personally appeared Trevor Duinick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of March 22, 2022.

(Personalized Seal)

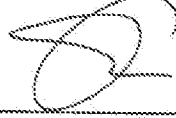


  
Notary Public's Signature

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNEE:

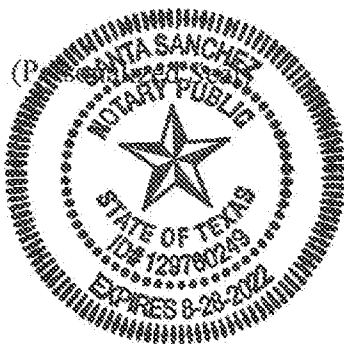
RIVIANA FOODS INC.

By:   
Name: Enrique Zaragoza  
Title: President and Chief Executive Officer  
Date: 3/29/22

State of Texas           §  
  §  
County of Harris       §

Before me, Santa Sanchez, on this day personally appeared Enrique Zaragoza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of March 29, 2022.




  
Notary Public's Signature



**SCHEDULE A**

**REGISTERED BUSINESS INTELLECTUAL PROPERTY**

**Trademarks:**

<b>Mark</b>	<b>Application Serial Number</b>	<b>Registration Number</b>	<b>Registration Date / Next Maintenance Filing Due Date</b>	<b>Country</b>
INDIAN HARVEST®	76/012497	2611408	08/27/2002 / 08/29/2022	United States
SUNRISE BLEND WITH QUINOA FLAKES	85010736	3922369	02/22/2011 / 02/24/2031	United States
BLACK PEARL MEDLEY	85010743	3972873	06/07/2011 / 06/09/2031	United States
GOLDEN JEWEL BLEND	85010757	3922370	02/22/2011 / 02/24/2031	United States
INHARVEST	1661086	TMA958799	12/23/2016 / 12/23/2031	Canada
INHARVEST	8645475	4724576	04/21/2015 / 04/21/2025	United States
INHARVEST & DESIGN 	86967993	5362344	12/26/2017 / 12/26/2023	United States
GRAINPERFECT	90013958	6435738	07/27/2021 / 07/27/2027	United States

**Trade Names:**

<b>Assumed Name</b>	<b>State</b>	<b>File No.</b>	<b>Filing Date</b>	<b>Renewal Date</b>	<b>Name Holder</b>
InHarvest	MN	708444400023	10/22/2013	12/31/2022	InHarvest, Inc.

## **Domain Name Registration:**

https://inharvest.com

- Indianharvest.com
- Inharvest2.com
- Inharvestfoodservice.com
- Inharvestingredient.com
- Inharvestingredients.com
- Inharvestretail.com
- Inharvestsousvidegrains.com
- Myinharvest.com
- Regen-rice.com
- Regenerativegrains.com
- Regenerativelegumes.com
- Regenerativerice.com
- Regenrains.com
- Regenlegumes.com
- Sousvidegrains.com
- grainperfect.com

## **Social Media**

Instagram - @inharvest

Facebook - @inharvestinc

YouTube - @InHarvest Foodservice

LinkedIn - @InHarvest