

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houweling US Holdings, Inc.		06/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mastronardi Produce Limited		
Street Address:	2100 Rd 4 E		
City:	Kingsville, Ontario		
State/Country:	CANADA		
Postal Code:	N9Y 2E5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6755193	LONGVINE GROWING CO	
CORRESPONDENCE DATA			
Fax Number:	2486475210		
<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:	248-647-6000		
Email:	trademarks@dinsmore.com		
Correspondent Name:	Mark D. Schneider		
Address Line 1:	900 Wilshire Drive, Suite 300		
Address Line 2:	c/o Dinsmore & Shohl		
Address Line 4:	Troy, MICHIGAN 48084		
DOMESTIC REPRESENTATIVE			
Name:	Mark D. Schneider		
Address Line 1:	900 Wilshire Drive, Suite 300		
Address Line 2:	c/o Dinsmore & Shohl		
Address Line 4:	Troy, MICHIGAN 48084		
NAME OF SUBMITTER:	Mark Schneider		
SIGNATURE:	/mark schneider/		
DATE SIGNED:	06/21/2022		

OP \$40.00 6755193

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT DEED

THIS INTELLECTUAL PROPERTY ASSIGNMENT DEED (this “**Assignment**”) is entered into as of June 10, 2022 (the “**Effective Date**”) among **Mastronardi Produce Limited**, a Canadian entity (“**Mastronardi**” or “**Assignee**”), and **Longvine Growing Co.**, a Delaware entity (“**Seller**”), formerly known as Houweling US Holdings, Inc., and Houwelings’ Affiliates, including, but not limited to, **Longvine Utah, Inc.** (dba Longvine Growing Co.), formerly known as Houweling Utah Operations, Inc., **Longvine Utah Property, Inc.**, formerly known as Houweling Utah Property, Inc., and **Sun Valley Farms Marketing, Inc.** (dba Sun Valley Farms). Seller and its Affiliates are collectively identified herein as “**Assignor**”. Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement, dated as of June 10, 2022, by and between The Utah Greenhouse Company (“**Buyer**”) and Seller (the “**Purchase Agreement**”).

RECITALS

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Buyer desires to purchase certain assets of the Business from Seller, and Seller desires to sell certain assets of the Business to Buyer, upon the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor has agreed to, and does hereby, assign, convey, and set over unto Assignee all of Assignor’s right, title, and interest in, to and under the Assigned Intellectual Property (as defined below) in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration (including without limitation the execution of the Purchase Agreement of which this Assignment is part, and is incorporated by reference therein), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0. Definition of Assigned Intellectual Property. As used in this Assignment, “**Assigned Intellectual Property**” means the Owned Intellectual Property Rights, including, to the extent the following constitutes Owned Intellectual Property Rights:

(a) all patents and applications for patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part, including but not limited to any patents and patent applications listed in **Schedule A** (attached hereto and incorporated by reference into this Assignment);

(b) all copyrights, copyright registrations and copyright applications, copyrightable works, and all other corresponding rights, including but not limited to the copyright of all

packaging, including the packaging identified in **Schedule A** (attached hereto and incorporated by reference into this Assignment);

(c) all mask works, mask work registrations and mask work applications, and all other rights relating to semiconductor design and topography;

(d) all industrial designs, industrial models, utility models, certificates of invention and other indices of invention ownership, and any related registrations and applications;

(e) all trade dress and trade names, logos, Internet addresses and domain names, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations, and any renewals or extensions, all other indicia of commercial source or origin, and all goodwill of any business associated with any of the foregoing, including but not limited to the copyright of all packaging, including the trademarks listed in **Schedule A** (attached hereto and incorporated by reference into this Assignment);

(f) all inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, invention notebooks, file histories, know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind, including but not limited to the inventions and invention disclosures listed in **Schedule A** (attached hereto and incorporated by reference into this Assignment);

(g) all computer software, including but not limited to all source code, object or executable code, firmware, software compilations, software implementations of algorithms, software tool sets, compilers, software models and methodologies, development tools, files, records, technical drawings, and data relating to the foregoing;

(h) all databases and data collections and all rights in the same;

(i) all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known or referred to as “**moral rights**,” in any of the foregoing;

(j) any and all social media accounts, and associated logins, including but limited to Instagram, Pinterest, LinkedIn, Facebook, TikTok, YouTube, Twitter, Snapchat, and any other social media accounts, including those listed in **Schedule A** (attached hereto and incorporated by reference into this Assignment);

(k) any and all domain names, and associated accounts and logins, including but not limited to those listed in **Schedule A** (attached hereto and incorporated by reference into this Assignment);

(l) any and all domain name content and any website content, including both published and unpublished works of authorship, including text, audio, video, graphical, collective works, computer programs, compilations, databases, derivative works, literary works, customer lists, email lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques;

(m) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property;

(n) all tangible embodiments of any of the foregoing, in any form and in any media;

(o) all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income, or infringement, misappropriation, dilution, misuse or violation (including past infringement, misappropriation, dilution, misuse or violation) of, any of the foregoing, all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date and all rights to recover damages, profits and injunctive relief for the foregoing;

(p) any and all online business accounts, registrations, and logins associated with or used in combination with any of the foregoing;

(q) all versions, releases, upgrades, derivatives, enhancements and improvements of any and all of the foregoing; and

(r) ownership and control of all goodwill associated with all of the foregoing.

2.0. Intellectual Property Assignment. Assignor hereby assigns, transfers and conveys unto Assignee, and Assignee hereby accepts the assignment by Assignor of, all of Assignor's right, title, and interest, in and to the Assigned Intellectual Property, including all common law and statutory rights therein and together with all goodwill of the business associated with and symbolized by the Assigned Intellectual Property, to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

3.0. Covenants. Assignor covenants and agrees that it will, at any time upon request, consistent with the terms and conditions of the Purchase Agreement, execute and deliver any and all papers that may be necessary or desirable to perfect title to the Assigned Intellectual Property, and all other rights, title, and interests assigned hereunder, to Assignee, its successors, assigns, or other legal representatives, in each case, at Assignor's sole cost and expense. Assignor further covenants and agrees that it will, at any time upon request, consistent with the terms and conditions of the Purchase Agreement, communicate to Assignee, its successors, assigns or other legal representatives, such facts as requested by Assignee relating to the Assigned Intellectual Property at Assignor's sole cost and expense.

4.0. Reserved.

5.0. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then (a) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Assignment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable; and (b) the legality, validity, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.0. Confidentiality. Assignor and Assignee agree that this Assignment, or another confirmation of assignment document prepared by Assignee, may be recorded with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and any other authority or jurisdiction Assignee deems necessary, any confidentiality provisions of the Purchase Agreement notwithstanding.

7.0. Successors. The provisions of this Assignment will be binding on the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.

8.0. GOVERNING LAW AND VENUE. THIS ASSIGNMENT HAS BEEN EXECUTED IN, AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SECTION 11.05 and 11.06 OF THE PURCHASE AGREEMENT.

9.0. Amendment. This Assignment may only be amended by the written consent of all of the parties to this Assignment at the time of such proposed amendment.

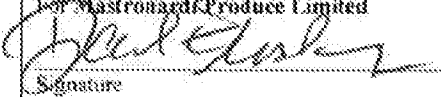
10.0. Counterparts. This Assignment may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement.

11.0. Headings. The section headings contained in this Assignment are for convenience only and should not be construed as part of this Assignment.

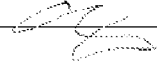
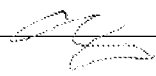
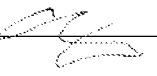
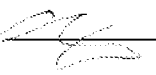
12.0. Waiver. The waiver by any party hereto of a breach of any provision of this Assignment does not operate as, and should not be construed as, a waiver of any subsequent breach by any party.

Signatures on next page

INTELLECTUAL PROPERTY ASSIGNMENT DEED
(signature page)

<p>For Mastronardi Produce Limited</p> <p> Signature</p> <p>David Einstandig Print Name</p> <p>Secretary Title</p> <p>SIGNED, SEALED AND DELIVERED at: Livonia, Michigan Place of execution</p> <p>June 10, 2022 Date</p>	<p>For Longvine Growing Co</p> <p>Signature</p> <p>Print Name</p> <p>Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>Place of execution</p> <p>Date</p>
<p>For Longvine Utah, Inc.</p> <p>Signature</p> <p>Print Name</p> <p>Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>Place of execution</p> <p>Date</p>	<p>For Longvine Utah Property, Inc.</p> <p>Signature</p> <p>Print Name</p> <p>Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>Place of execution</p> <p>Date</p>
<p>For Sun Valley Farms Marketing, Inc.</p> <p>Signature</p> <p>Print Name</p> <p>Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>Place of execution</p> <p>Date</p>	

INTELLECTUAL PROPERTY ASSIGNMENT DEED
(signature page)

<p>For Mastronardi Produce Limited</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>_____ Place of execution</p> <p>_____ Date</p>	<p>For Longvine Growing Co</p> <p>_____ Signature </p> <p>Chris Brocklesby _____ Print Name</p> <p>President & CFO _____ Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>_____ Place of execution</p> <p>_____ Date</p>
<p>For Longvine Utah, Inc.</p> <p>_____ Signature </p> <p>Chris Brocklesby _____ Print Name</p> <p>President & CFO _____ Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>_____ Place of execution</p> <p>_____ Date</p>	<p>For Longvine Utah Property, Inc.</p> <p>_____ Signature </p> <p>Chris Brocklesby _____ Print Name</p> <p>President & CFO _____ Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>_____ Place of execution</p> <p>_____ Date</p>
<p>For Sun Valley Farms Marketing, Inc.</p> <p>_____ Signature </p> <p>Chris Brocklesby _____ Print Name</p> <p>President & CFO _____ Title</p> <p>SIGNED, SEALED AND DELIVERED at:</p> <p>_____ Place of execution</p> <p>_____ Date</p>	

SCHEDULE A

[REDACTED]

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SCHEDULE A, *Continued.*

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
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