

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743994

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900691679		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresh Energy		07/27/2022	Non-Profit Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	PV Positive Holdings LLC		
Street Address:	4725 37th Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55406		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6309422	SOLAR FARM TO TABLE	
Registration Number:	6295854	HONEY SUNBEAMS	
Serial Number:	88127506	SOLAR GROWN	
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:	612-414-3113		
Email:	uspto@kunklelaw.com		
Correspondent Name:	Kenneth Kunkle		
Address Line 1:	2332 Lexington Ave N.		
Address Line 4:	Roseville, MINNESOTA 55113		
ATTORNEY DOCKET NUMBER:	PPHO		
NAME OF SUBMITTER:	Kenneth Kunkle		
SIGNATURE:	/KLK/		
DATE SIGNED:	07/27/2022		
Total Attachments: 15			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is effective as of the 07 day of June, 2021 (the "Effective Date") by and between Fresh Energy (the "Assignor"), a Minnesota nonprofit [KLLK] corporation located at 408 St Peter St, St Paul, MN, 55102 and PV Positive Holdings LLC (the "Assignee"), a Minnesota limited liability corporation located at 4725 37th Ave S, Minneapolis, Minnesota, 55406.

1. **Mark.** The term "Mark" 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 "Mark") identified as follows:

Mark Name: Solar Farm to Table

Registration Number: 6309422

Date of Registration: March 30, 2021

Description of Goods/Services: IC 044. US 100 101. G & S: Providing information in the field of products produced on or near a pollinator-friendly solar farm, farming, and agriculture. FIRST USE: 20210214. FIRST USE IN COMMERCE: 20210214

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark 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 Mark 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 Mark.
3. **Consideration.** Assignee shall pay Assignor the sum of \$40.00, payable on June 16, 2021 in consideration for assignment of the Mark.
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 Mark 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 Minnesota, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Minnesota 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.

Fresh Energy

By: *Matius Larson Krisetya* Date: 7/27/22
 Name: Mat Larson Krisetya
 Title: Executive Lead, Organizational Health

PV Positive Holdings LLC

By: *Rob Davis* Date: 7/27/2022
 Name: Robert Adams Davis
 Title: Founder, CEO

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Mark Name: Solar Grown

Application Number: 88127506

Date of Application: September 21, 2018

Description of Goods/Services: The certification mark, as used or intended to be used by persons authorized by the certifier, certifies or is intended to certify that the goods provided have been grown in proximity to a photovoltaic solar site meeting specific design criteria.

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark 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 Mark 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 Mark.
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By: Matius Larson Krisetya
Name: Mat Larson Krisetya
Title: Executive Lead, Organizational Health

Jul 27, 2022

PV Positive Holdings LLC

By: Rob Davis
Name: Robert Adams Davis
Title: Founder, CEO

Date: 7/27/2022

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Mark Name: Honey Sunbeams

Registration Number: 6295854

Date of Registration: March 16, 2021

Description of Goods/Services: IC 030. US 046. G & S: honey sticks; honey in specialized containers. FIRST USE: 20200000. FIRST USE IN COMMERCE: 20200000

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark 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 Mark 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 Mark.
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