

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue River Organic Seeds, L.L.C.		07/08/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Albert Lea Seed House, Inc.		
Street Address:	1414 W Main Street		
City:	Albert Lea		
State/Country:	MINNESOTA		
Postal Code:	56007		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3361539	BLUE RIVER	
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:	402-397-2200		
Email:	bschn@eslaw.com		
Correspondent Name:	Blake Schneiderwind		
Address Line 1:	10330 Regency Parkway Drive, Suite 100		
Address Line 4:	Omaha, NEBRASKA 68114		
NAME OF SUBMITTER:	Blake Schneiderwind		
SIGNATURE:	/Blake Schneiderwind/		
DATE SIGNED:	07/11/2022		
Total Attachments: 2			
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OP \$40.00 3361539

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made this 8th day of July, 2022 (the “Effective Date”) by and between **BLUE RIVER ORGANIC SEEDS, L.L.C.**, an Iowa limited liability company with its principal place of business at 3112 Ridgetop Road, Ames, Iowa 50014 (“Assignor”), and **ALBERT LEA SEED HOUSE, INC.**, a Minnesota corporation with its principal place of business at 1414 W Main Street, Albert Lea, Minnesota 56007 (“Assignee”).

WHEREAS, Assignor obtained registration of the mark **BLUE RIVER** in standard characters (the “Mark”) with the United States Patent and Trademark Office (“USPTO”), on January 1, 2008, US Registration No. 3361539 (the “Registration”); and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept assignment from Assignor of all Assignor’s right, title and interest in and to the Mark, including all rights associated with the Registration.

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably assigns to Assignee all of its right, title, and interest in and to the Mark and the Registration for the United States and throughout the world, including that part of the goodwill of Assignor’s business connected with the use of and symbolized by the Mark, the right to recover for damages and profits for past infringement of the Mark, and any and all rights at common law or in equity.

2. Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor’s rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Assignor has not licensed, conveyed or otherwise encumbered the Mark or any rights therein to any third-party. Assignor has good, valid and marketable title to the Mark, and Assignor is the sole owner thereof, with full power and authority to convey all rights in the Mark free and clear of any and all liens, encumbrances or any other third-party interests.

4. Assignor has used the Mark in commerce continually since the date of its Registration, or has maintained it with the good faith intent to resume commercial use of the Mark within a reasonable time period.

5. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications for registrations of trademarks, to record Assignee as the assignee and owner of any and all of Assignor’s rights in the Mark.

6. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors, and assigns.

7. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective executors, heirs, personal representatives, successors, and assigns any benefit or rights or remedies hereunder.

8. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of law rule or provision which would cause the laws of a jurisdiction other than the State of Delaware to apply hereto.

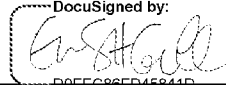
9. The parties hereto shall use their reasonable and diligent best efforts to proceed promptly with the transaction contemplated by this Assignment, to fulfill the conditions precedent for such party's benefit or to cause to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the intent of the transactions contemplated herein.

10. If Assignee shall perform all obligations required by this Assignment and Assignor shall fail or refuse to perform this Assignment within the time and in the manner provided herein, then Assignee shall be entitled to obtain specific performance of this Assignment by Assignor in a court of equity in addition to and not in lieu of any and all other remedies available at law or in equity to recover by suit against Assignor any damages incurred by Assignee for Assignor's breach of its obligations under this Assignment.

11. The individual signing this Assignment on behalf of Assignor hereby represents and warrants that such individual is duly authorized and has full authority and capacity to execute this Assignment on behalf of the Assignor, after which this Assignment shall be fully operable and binding upon Assignor. The individual signing this Assignment on behalf of Assignor shall, from time to time, as requested by Assignee, take any and all further actions or steps necessary to effectuate the intent of this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the Effective Date above.

BLUE RIVER ORGANIC SEEDS, L.L.C., an Iowa limited liability company,

DocuSigned by:

By: _____
Name: **Eric Carnell**
Title: **Chief Legal officer**