

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELANO FARMS COMPANY		12/22/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	DELANO FARMS, LLC		
Street Address:	1095 EAST GREEN STREET		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91106		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5365241	CELEBRITY SEEDLESS	
Registration Number:	2200187	POSO CREEK VINEYARDS	
Registration Number:	2037976	DELANO FARMS	
Registration Number:	2068441	DELANO FARMS	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	2138910700		
Email:	IPDocket@Buchalter.com, pnulud@buchalter.com, mmandel@buchalter.com		
Correspondent Name:	PHILIP NULUD/V MONICA MANDEL		
Address Line 1:	BUCHALTER		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	C8865-5086,5087,5088,5089		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		
DATE SIGNED:	07/21/2022		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 22, 2021, is made by Delano Farms Company (“**Seller**”), a Washington corporation, in favor of Delano Farms, LLC (“**Buyer**”), a Nevada limited liability company, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller on the other, dated as of December 22, 2021 (the “**Asset Purchase Agreement**”).

Recitals

A. Under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and any other corresponding entities or agencies in any applicable jurisdictions.

Agreement

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Company, or any assignee or successor thereto, and the maintenance and renewal of the trademark registrations for the Assigned Trademarks.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

DELANO FARMS COMPANY

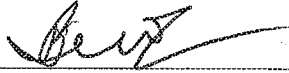
By: DocuSigned by:
Richard W. Middleton, Jr.
Name: Richard W. Middleton, Jr.
Title: Authorized Officer

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

AGREED TO AND ACCEPTED:

DELANO FARMS, LLC

By: Evans Ag GP, Inc.
Its: Manager

By: 
Name: Berne H. Evans, III
Title: President

SCHEDULE 1

Assigned Trademarks

- CELEBRITY SEEDLESS
 - U.S. Serial No. 86254158
 - U.S. Registration No. 5365241
 - Filing Date: April 16, 2014
 - Registration Date: December 26, 2017

- POSO CREEK VINEYARDS
 - U.S. Serial No. 75131777
 - U.S. Registration No. 2200187
 - Filing Date: July 9, 1996
 - Registration Date: October 27, 1998

- DELANO FARMS
 - U.S. Serial No. 74706164
 - U.S. Registration No. 2037976
 - Filing Date: July 26, 1995
 - Registration Date: February 11, 1997



- - U.S. Serial No. 74706065
 - U.S. Registration No. 2068441
 - Filing Date: July 26, 1995
 - Registration Date: June 10, 1997