

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RED LEAF ORGANIC COFFEE, LLC		08/01/2022	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	RED LEAF FRANCHISING, LLC		
Street Address:	1402 Broadway St.		
City:	Longview		
State/Country:	WASHINGTON		
Postal Code:	98632		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5614268	REDLEAF	
Registration Number:	5583212	REDLEAF FRESH ROASTED	
Registration Number:	4897069	REDLEAF	
Serial Number:	97467301		
Serial Number:	97467343	RL	
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:	503-332-4556		
Email:	ryan@peakfranchiselaw.com		
Correspondent Name:	Ryan Smith		
Address Line 1:	PO Box 1112		
Address Line 4:	Sherwood, OREGON 97140		
NAME OF SUBMITTER:	Ryan D. Smith		
SIGNATURE:	/Ryan D. Smith/		
DATE SIGNED:	08/18/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "*Assignment*") is effective August 1, 2022. It is by and between RED LEAF ORGANIC COFFEE, LLC, a Washington limited liability company ("*Assignor*") and RED LEAF FRANCHISING, LLC, a Washington limited liability company ("*Assignee*"), (each a "*Party*" and together the "*Parties*").

RECITALS

A. Assignor owns all rights, title, and interest in and to the marks, both under common law and the corresponding registrations and applications for registration as set forth in the attached Exhibit (collectively, the "*Marks*") and has certain rights to and valuable goodwill connected with and symbolized by the Marks.

B. Assignee desires to acquire the entire rights, title, and interest in and to the Marks.

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1 ASSIGNMENT

1.1 Assignor hereby irrevocably assigns, transfers, and otherwise conveys to Assignee all rights, title, and interest, and goodwill associated therewith, in and to the Marks in the United States and all other jurisdictions where such Marks are used, applied for registration, and/or registered, to the fullest extent that Assignor could have held and enjoyed had this sale, assignment, transfer, and conveyance not been made. This includes, without limitation, all registration rights with respect to the Marks within or outside the United States based in whole or in part upon the Marks, the right to renew any registrations, all rights to use and file new applications for the Marks or similar or derivative marks, any priority right that may arise from the Marks, all associated goodwill, and all other rights.

1.2 Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations and applications of the Marks set forth in the attached Exhibit to Assignee. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect or perfect this assignment or to confirm Assignee's ownership of the Marks.

2 REPRESENTATIONS AND WARRANTIES

2.1 Assignor makes the following representations and warranties to Assignee:
(a) Assignor is the exclusive owner of all rights, title and interest in the Marks, including all intellectual property rights;

- (b) The Marks are free from any liens, security interests, encumbrances or licenses;
- (c) To Assignor's knowledge, the Marks do not infringe the rights of any person or entity; and
- (d) To Assignor's knowledge, there are no claims, pending or threatened, with respect to Assignor's rights in the Marks.

2.2 The Parties make the following mutual representations and warranties:

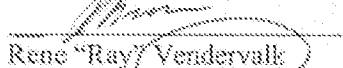
- (a) Each Party has the right, power, and authority to enter into this Assignment;
- (b) This Assignment is valid, binding and enforceable in accordance with its terms; and
- (c) Each Party is not subject to any agreement, judgment, or order inconsistent with the terms of this Assignment.

3 MISCELLANEOUS

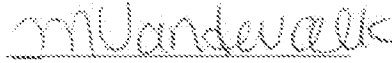
- 3.1 The initial version of this Assignment was prepared by attorney Ryan Smith of Peak Law Group, LLC as legal counsel for Assignee. Assignor has had the opportunity to review and negotiate this Assignment to its satisfaction with the assistance of its own independent legal counsel.
- 3.2 This Assignment shall be governed by the substantive laws of Washington without regard to Washington choice of law provisions, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.).
- 3.3 All controversies, disputes, or claims related or arising from this Assignment will be tried, heard, and decided in Cowlitz County, Washington.

IN WITNESS, the parties have executed this Assignment on the day and year first above written.

Assignor: RED LEAF ORGANIC COFFEE, LLC

By: 
Rene "Ray" Vandervalk


Title: Member-Manager Vandervalk

By: 
Melissa Vandervalk

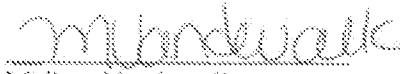
Title: Member-Manager

[Signatures continue on the next page.]

Assignee: RED LEAF FRANCHISING, LLC

By: 
Rene "Ray" Vandervalk
Vandervalk

Title: Member

By: 
Melissa Vandervalk

Title: Member

Exhibit

Registrations and Applications of the Marks

Description of Mark	Description of Goods and/or Services	Registration Number	Registration Date
Redleaf (standard characters)	Coffee	5614268	November 27, 2018
Red Leaf Fresh Roasted (standard characters)	Roasted coffee beans	5583212	October 16, 2018
RED LEAF (standard characters)	Restaurant and catering services	4897069	February 9, 2016

Description of Mark	Description of Goods and/or Services	Application Serial Number	Application Date
Leaf Logo	Coffee, bakery goods, roasted coffee beans and restaurant and catering services	97467301	June 20, 2022
Leaf Logo with RL	Coffee, bakery goods, roasted coffee beans and restaurant and catering services	97467343	June 20, 2022