

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avalon Holding Corporation		08/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PC Operating Co., Inc.		
Street Address:	1111 Marcus Ave.		
City:	Lake Success		
State/Country:	UNITED STATES		
Postal Code:	11042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77925601	ALBA BOTANICA	
Serial Number:	76977385	AVALON ORGANICS	
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:	5165875713		
Email:	IP@hain.com		
Correspondent Name:	Jessica Rosenthal		
Address Line 1:	1111 Marcus Ave.		
Address Line 4:	Lake Success, NEW YORK 11042		
NAME OF SUBMITTER:	Jessica Rosenthal		
SIGNATURE:	/JessicaRosenthal/		
DATE SIGNED:	09/15/2022		
Total Attachments: 5			
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**AVALON HOLDINGS-PC OPERATING CO TRADEMARK ASSIGNMENT
AGREEMENT**

This AVALON HOLDINGS-PC OPERATING CO Trademark Assignment Agreement (this "Trademark Assignment") is entered into as of August 31, 2022, by and between Avalon Holding Corporation, a Delaware corporation ("Assignor"), and PC Operating Co., Inc., a Delaware corporation and a wholly-owned subsidiary of Assignor ("Assignee" and, together with Assignor, the "Parties").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the trademarks, service marks and trade dress, and all applications, registrations and renewals therefor, together with the goodwill associated with any of the foregoing identified in Schedule A attached hereto (collectively, the "Trademarks"), including: (i) all rights of enforcement and the right to damages for past infringement, dilution, unfair competition, passing off, misappropriation or other conflicts relating to any of the foregoing, and (ii) all other rights, including common law rights, relating to any of the foregoing. Without limiting the generality of the foregoing, with respect to any United States intent-to-use trademark applications included in the Trademarks ("ITU Applications"), the assignment granted hereunder accompanies the transfer of the business or portion of the business of Assignor to which such ITU Applications pertain, and that business is ongoing and existing, or the transfer of such ITU Applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such ITU Applications or the validity or enforceability of registrations issuing from such ITU Applications.
2. Upon execution of this Trademark Assignment, Assignee shall pay to Assignor (to an account specified by Assignor) an amount equal to ten United States Dollars (\$10) as consideration for the transactions contemplated by this Trademark Assignment.
3. Assignor hereby authorizes Assignee and any designee of Assignee to record this Trademark Assignment with any relevant governmental entity so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioners of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Trademarks to the Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this instrument of assignment.

4. Each Party shall promptly execute and deliver to the other Party such further instruments of assignment, transfer and conveyance and use commercially reasonable efforts to take such other reasonable action and execute such additional documents as the other Party may reasonably require to carry out more effectively and completely the assignment of the Trademarks to the Assignee, as contemplated by this Trademark Assignment.
5. This Trademark Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other, it being understood that all Parties need not sign the same counterpart. Delivery of a copy of this Trademark Assignment bearing a Party's signature by facsimile transmission, by electronic mail, in PDF format or by other similar electronic means shall have the same effect as physical delivery of the paper document bearing the original signature.
6. This Trademark Assignment, and all matters, claims or causes of action (whether in contract or tort) based upon, arising out of or relating to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment, shall be governed by, construed in accordance with and enforced under the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

AVALON HOLDING CORPORATION

as Assignor

By: Kristy M Meringolo
Name: Kristy M. Meringolo
Title: Corporate Secretary

In the presence of Jessica Rosenthal
Name: Jessica Rosenthal
Occupation: Paralegal
Address: Lake Success, NY 11042

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On the 31st day of August, 2022 before me personally came Kristy M. Meringolo to me known, who, being by me duly sworn, did depose and say that she resides in Little Neck, New York; that she is Corporate Secretary of Avalon Holding Corporation, the corporation described in and which executed the above Agreement; and that she signed her name thereto on behalf of said corporation.

A. S. B. C.
Notary Public

ANDREW S. BURCHILL
NOTARY PUBLIC-STATE OF NEW YORK
No. 028U6371808
Qualified in New York County
My Commission Expires 03-05-2026

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

PC OPERATING CO., INC.
as Assignee

By: Kristy M Meringolo
Name: Kristy M. Meringolo
Title: Corporate Secretary

In the presence of Jessica Rosenthal
Name: Jessica Rosenthal
Occupation: Paralegal
Address: Lake Success, NY 11042

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

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A S Burchill
Notary Public

ANDREW S. BURCHILL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BU5371906
Qualified in New York County
My Commission Expires 03-05-2026

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007853 FRAME: 0600

Schedule A
Assigned Trademarks

Trademark	Country of Registration / Application	Application Number	Registration Number	Date of Registration
ALBA BOTANICA	WO	77925601	1062883	30-Nov-10
AVALON	WO	WO0509044C	509044C	12-Jan-87
AVALON ORGANICS	WO	76977385	1062235	30-Nov-10