

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifecore Biomedical, Inc.	FORMERLY Landec Corporation	04/06/2023	Corporation: DELAWARE
Curation Foods, Inc.		04/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	O California LLC		
Street Address:	1 Runyons Lane		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08817		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5842691	O	
Registration Number:	5842692	O	
Registration Number:	5842699	O	
Registration Number:	5824723	O	
Registration Number:	5508651	O	
Registration Number:	5824724	O	
Registration Number:	4925608	O CALIFORNIA ORGANIC EXTRA VIRGIN OLIVE	
Registration Number:	4447187	O FIG BALSAMIC VINEGAR	
Registration Number:	2926971	O GINGER RICE VINEGAR	
Registration Number:	3193007	O OLIVE OIL	
Registration Number:	5235928	O OLIVE OIL & VINEGAR	
Registration Number:	5909961	O OLIVE OIL & VINEGAR	
Registration Number:	5939485	O OLIVE OIL & VINEGAR	
Registration Number:	2176781	O OLIVE OIL	
Registration Number:	2388728	O SHERRY VINEGAR	
Registration Number:	2961017	O YUZU RICE VINEGAR	
Serial Number:	90883243	OOO SONOMA	
Registration Number:	6776454	SUSTAINABLE FARMING 3-YEAR TRANSITION	
		TRADEMARK	

CH \$465.00 5842691

CORRESPONDENCE DATA**Fax Number:**

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.

Email: dsiegel@norris-law.com, tmdept@norris-law.com**Correspondent Name:** David Siegel**Address Line 1:** 7 Times Square, 21st Floor**Address Line 4:** New York, NEW YORK 10036**ATTORNEY DOCKET NUMBER:** 15101-15**NAME OF SUBMITTER:** David Siegel**SIGNATURE:** /David Siegel/**DATE SIGNED:** 04/28/2023**Total Attachments: 11**

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of April 6, 2023 (the "Effective Date"), by and among Lifecore Biomedical, Inc., a Delaware corporation f/k/a Landec Corporation ("Lifecore"), Curation Foods, Inc., a Delaware corporation and wholly-owned subsidiary of Lifecore ("Curation" and, together with Lifecore, "Sellers," and each, a "Seller"), and O California LLC, a California limited liability company ("Buyer"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Sellers own all right, title, and interest in the trademarks and trademark registrations shown in the attached Schedule A, and any related common law rights, including the goodwill associated therewith (the "Assigned Intellectual Property"); and

WHEREAS, Buyer has acquired certain assets of the Sellers, including the Intellectual Property Assets (as defined in the Purchase Agreement) and the Assigned Intellectual Property, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Buyer and Sellers (the "Purchase Agreement").

NOW, THEREFORE, for the good and valuable consideration for execution of the Asset Purchase Agreement and the payment of the consideration stipulated therein, the sufficiency of which is hereby acknowledged, effective as of the Effective Date, Sellers agree to and do hereby irrevocably sell, assign, and transfer to Buyer (i) all right, title, and interest in and to the Assigned Intellectual Property, (ii) in and to any applications that have been or shall be filed in any foreign countries claiming priority to the Assigned Intellectual Property, (iii) all issuances, extension and renewals of the Assigned Intellectual Property that have been or shall be filed, and (iv) in each of the foregoing (i) through (iii), all proceeds therefrom together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages (including past damages) arising from said claims or causes of action, to be held and enjoyed by the Buyer for its own use and benefit and for its successors and assigns as the same would have been held by Sellers had this Assignment not been made.

Where appropriate, the parties authorize and request the Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register trademarks, to record Buyer as the assignee and owner of the Assigned Intellectual Property.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Delaware, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Buyer and Sellers.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the Effective Date.

BUYER:

O CALIFORNIA LLC

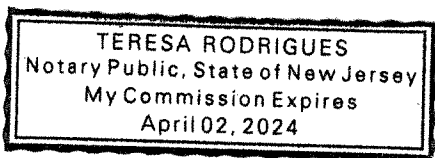
By: [Signature]
Name: Giovanni Colanata
Title: Manager

STATE OF New Jersey
COUNTY OF Middlesex

On March 31, 2023, before me, Teresa Rodrigues, Notary Public in and for said State, personally appeared Giovanni Colanata, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC




[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 008054 FRAME: 0703

SELLERS:

LIFECORE BIOMEDICAL, INC. F/K/A LANDEC CORPORATION

By: 
Name: John D. Morberg
Title: Executive Vice President and Chief Financial Officer

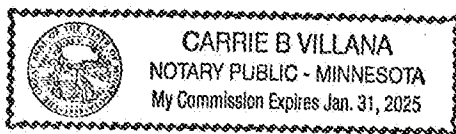
STATE OF Minnesota

COUNTY OF Carver

On March 30, 2023, before me, Carrie B. Villana, Notary Public in and for said State, personally appeared John D. Morberg, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

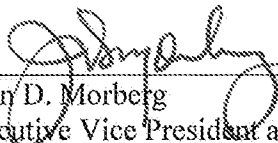
WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC



[Signature Page to Intellectual Property Assignment]

CURATION FOODS, INC.

By: 
Name: John D. Morberg
Title: Executive Vice President and Chief Financial Officer

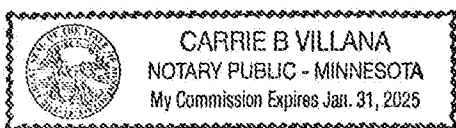
STATE OF Minnesota

COUNTY OF Carver

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WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC






SCHEDULE A

See Attached.

Curation Foods, Inc.




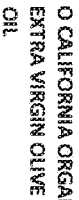
Trademark Portfolio Report

Mark	Country	Reg. No. Appl. No.	Reg. Date Appl. Date	Status	Goods	Next Deadline	Owner
 O (2-Section Color Label Bottle Design)	United States	RN:5842691 AN:88086012	RD:08/27/2019 AD:08/21/2018	Registered	030 - Vinegar; Apple cider vinegar	Section 8&15 Due: 08/27/2025	Curation Foods, Inc.
 O (S/W 2-Section Label Bottle Design)	United States	RN:5842692 AN:88086940	RD:08/27/2019 AD:08/21/2018	Registered	030 - Vinegar; Apple cider vinegar	Section 8&15 Due: 08/27/2025	Curation Foods, Inc.
 O (S/W 2-Section Label on Vinegar Bottle)	United States	RN:5842699 AN:88087819	RD:08/27/2019 AD:08/22/2018	Registered	030 - Vinegar	Section 8&15 Due: 08/27/2025	Curation Foods, Inc.



Curation Foods, Inc.

Trademark Portfolio Report

Mark	Country	Reg. No. Appl. No.	Reg. Date Appl. Date	Status	Goods	Next Deadline	Owner
	United States	RN:5824723 AN:88087857	RD:08/06/2019 AD:08/22/2018	Registered	030 - Vinegar	Section 8&15 Due: 08/06/2025	Curation Foods, Inc.
	United States	RN:5508651 AN:8751121	RD:07/03/2018 AD:01/11/2018	Registered	029 - Olive oil for food 030 - Vinegar	Section 8&15 Due: 07/03/2024	Curation Foods, Inc.
	United States	RN:5824724 AN:88087938	RD:08/06/2019 AD:08/22/2018	Registered	030 - Vinegar	Section 8&15 Due: 08/06/2025	Curation Foods, Inc.
	United States	RN:4925608 AN:86619456	RD:03/29/2016 AD:05/05/2015	Registered	029 - California organic extra virgin olive oil	Section 8&15 Due: 03/29/2022	Landec Corporation



Curation Foods, Inc.

Trademark Portfolio Report

Mark	Country	Reg. No.	Reg. Date	Status	Goods	Next Deadline	Owner
O FIG BALSAMIC VINEGAR	United States	RN:4447187	RD:12/10/2013	Section 8&15	030 - Vinegar	Renewal Due:	Curation Foods, Inc.
		AN:85904855	AD:04/15/2013	Accepted and Acknowledged		12/10/2023	
O GINGER RICE VINEGAR	United States	RN:2926971	RE:02/15/2005	Renewed	030 - Vinegar	Renewal Due:	Curation Foods, Inc.
		AN:78261229	AD:05/11/2003			02/15/2025	
O OLIVE OIL	United States	RN:3193007	RD:03/02/2007	Renewed	029 - Olive oil	Renewal Due:	Curation Foods, Inc.
		AN:78809138	AD:02/07/2006			03/02/2027	
O OLIVE OIL & VINEGAR & Design (Large O)	United States	RN:5235928	RD:07/04/2017	Registered	029 - Olive oil	Section 8&15 Due:	Curation Foods, Inc.
		AN:87239253	AD:11/16/2016			07/04/2023	
O OLIVE OIL & VINEGAR & Design (Large O)	Canada	AN:1946277	AD:02/14/2019	Awaiting examination	029 - Olive oil for food		Curation Foods, Inc.
O OLIVE OIL & VINEGAR & Design (Large O)	United States	RN:5909961	RD:11/12/2019	Registered	029 - Olive oil for food	Section 8&15 Due:	Curation Foods, Inc.
		AN:88145663	AD:10/07/2018			11/12/2025	



Curation Foods, Inc.

Trademark Portfolio Report

REG. NO. APPL. NO. REG. DATE APPL. DATE STATUS CLASS

O OLIVE OIL & VINEGAR & Design (Small O) United States RN:5939465 AN:88145666 RD:12/17/2019 AD:10/07/2018 Registered 029 - Olive oil for food 030 - Vinegar Section 8&15 Due: 12/17/2025 Curation Foods, Inc.

OLIVE OIL & VINEGAR

O OLIVE OIL (Small O) United States RN:2176781 AN:75317048 RD:07/28/1998 AD:06/30/1997 Renewed 029 - Citrus flavored olive oil Renewal Due: 07/28/2028 Curation Foods, Inc.



O SHERRY VINEGAR United States RN:2388728 AN:75678896 RD:09/19/2000 AD:04/09/1999 Renewed 030 - Vinegar made from sherry wine Renewal Due: 09/19/2030 Curation Foods, Inc.

O YUZU RICE VINEGAR United States RN:2961017 AN:78261224 RD:06/07/2005 AD:06/11/2003 Registered 030 - Rice vinegar Renewal Due: 06/07/2025 Landec Corporation





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OOO SONOMA

Word Mark	OOO SONOMA
Goods and Services	IC 029. US 046. G & S: Olive oils for food
	IC 030. US 046. G & S: Vinegar
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	90883243
Filing Date	August 14, 2021
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	December 14, 2021
Owner	(APPLICANT) Curation Foods, Inc. CORPORATION DELAWARE 2811 Air Park Drive Santa Maria CALIFORNIA 93455
Attorney of Record	Francine Miller
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SONOMA" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Word Mark SUSTAINABLE FARMING 3-YEAR TRANSITION

Goods and Services IC 029. US 046. G & S: Olive oil for food. FIRST USE: 20211201. FIRST USE IN COMMERCE: 20211201

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 05.01.10 - More than one tree or bush; thicket; group of trees ; Thicket
 05.01.25 - Cypress tree ; Other trees or bushes ; Willow tree
 06.09.02 - Vineyards ; Wineries
 06.09.04 - Orchards
 06.09.05 - Other cultivated areas
 26.01.01 - Circles as carriers or as single line borders
 26.01.02 - Circles, plain single line ; Plain single line circles
 26.01.08 - Circles having letters or numerals as a border ; Circles having punctuation as a border ; Letters, numerals or punctuation forming or bordering the perimeter of a circle
 26.01.17 - Circles, two concentric ; Concentric circles, two ; Two concentric circles

Serial Number 90647009

Filing Date April 15, 2021

Current Basis 1A

Original Filing Basis 1B

Published for Opposition December 14, 2021

Registration Number 6776454

Registration Date June 28, 2022

Owner (REGISTRANT) Curation Foods, Inc. CORPORATION DELAWARE 2811 Air Park Drive Santa Maria CALIFORNIA 93455

Attorney of Record Francine Miller

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SUSTAINABLE FARMING 3-YEAR TRANSITION" APART FROM THE MARK AS SHOWN

Description of Mark The mark consists of the words SUSTAINABLE FARMING 3-YEAR TRANSITION in a circular pattern surrounding a stylized image of two olive trees planted on a field all within a single-line circle.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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TRADEMARK

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2022, 7:02 PM