

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curation Foods, Inc.		12/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Taylor Farms Retail, Inc.		
Street Address:	150 Main Street, Suite 300		
City:	Salinas		
State/Country:	CALIFORNIA		
Postal Code:	93901		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	88660615	BEYOND SALAD	
Registration Number:	4561662	CONTAINS 5 SUPERFOODS	
Registration Number:	4426882	CONTAINS 7 SUPERFOODS	
Registration Number:	2580711	EAT SMART	
Registration Number:	3125057		
Registration Number:	3297565	EAT SMART	
Registration Number:	3441896	EAT SMART	
Registration Number:	4818816	EAT SMART	
Registration Number:	5417016	EAT SMART	
Registration Number:	5380705	EAT SMART	
Registration Number:	5417105	EAT SMART	
Serial Number:	88532590	EAT SMART	
Registration Number:	5383736	EAT SMART AT HOME	
Registration Number:	5443167	EAT SMART AT HOME	
Registration Number:	5704772	EAT SMART CHOPPED & CRUMBLED	
Registration Number:	5928017	EAT SMART VINEYARD COLLECTION	
Registration Number:	1460274	GREENLINE	
Registration Number:	4318963	STEAM IN THE BAG	
Serial Number:	88742348	UNBELIEVABOWLS	

CH \$515.00 88660615

Property Type	Number	Word Mark
Registration Number:	5870153	VINEYARD COLLECTION

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.

Phone: 3034732873
 Email: docket@hollandhart.com
 Correspondent Name: Larry H. Tronco
 Address Line 1: P.O. Box 8749
 Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	106661.0001
NAME OF SUBMITTER:	Larry H. Tronco
SIGNATURE:	/LARRY H. TRONCO/
DATE SIGNED:	05/25/2023

Total Attachments: 13

source=Curation Foods to Taylor Farms Retail - IP Assignment#page1.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page2.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page3.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page4.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page5.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page6.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page7.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page8.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page9.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page10.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page11.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page12.tif
 source=Curation Foods to Taylor Farms Retail - IP Assignment#page13.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of December 13, 2021 (the “**Effective Date**”) by and between Curation Foods, Inc., a Delaware corporation with a business address of 2811 Airpark Drive, Santa Maria, CA 93455 (“**Assignor**”) and Taylor Farms Retail, Inc., a California corporation with a business address of 150 Main Street, Suite 300, Salinas, California 93901 (“**Assignee**”). Assignor and Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, Assignor, Landec Corporation, a Delaware corporation, and Assignee have entered into the Asset Purchase Agreement, dated December 13, 2021 (the “**Purchase Agreement**”); and

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the intellectual property set forth on Attachment A attached hereto (together with the goodwill associated therewith) (the “**Assigned IP**”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the premises, representations and warranties, and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned IP; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to the foregoing; (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Commissioner for Copyrights of the United States Copyright Office and any other government authority to record and register this Assignment upon request by Assignee. If the Assignee is unable, after reasonable effort, to secure the Assignor’s signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor’s agent and attorney-in-fact, to act for and in such Assignor’s behalf and stead to execute and file any such documents and to

do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

3. Entire Agreement. This Assignment, and the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law, provision, or rule that would cause the application of laws of any other jurisdiction. In any action among the parties arising out of or relating to this Assignment, including any action seeking equitable relief, each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in Wilmington, Delaware.

6. Counterparts. This Assignment may be executed and delivered in one or more counterparts, either manually or electronically (including by PDF and electronic mail), each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement. No counterpart shall be effective unless and until each party has executed at least one counterpart.

7. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Parties arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: CURATION FOODS, INC.

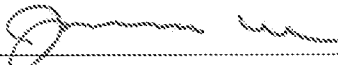
By:  _____
8F20AB2878C3412...

Name: John D. Morberg

Title: Chief Financial Officer and Secretary

ASSIGNEE:

TAYLOR FARMS RETAIL, INC.

By:  _____

Name: Jeff Cook

Title: Chief Financial Officer

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 008084 FRAME: 0098

Attachment A

See attached.

Intellectual Property Overview

U.S. Copyrights

Registered Owner	Copyright	Registration Number	Issue Date
Curation Foods, Inc.	French Beans Label.	VA0001664798	2008-05-29
Curation Foods, Inc.	GreenLine Butternut Squash.	VA0001713914	2008-06-04
Curation Foods, Inc.	Haricot Vert French Beans Label.	VA0001655108	2008-05-27
Curation Foods, Inc.	Zucchini Squash Packaging.	VA0001664797	2008-05-29
Curation Foods, Inc.	Ginger Bok Choy Vegetable Salad Kit (28oz)	VAu001130171	2013-01-31
Curation Foods, Inc.	Sweet Kale Vegetable Salad Kit (28oz)	VA0001858561	2013-01-31

Patents



U.S. Patents








Owner: Curation Foods, Inc.






Curation Foods, Inc. Title	Application No.	(Publication No.)
	Application Date	Patent No. Issue Date
Party Tray	10222435 2002-08-16	7083818 2006-08-01




U.S. Trademarks

Owner: Curation Foods, Inc.

Curation Foods, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
BEYOND SALAD	29	88660615 18-OCT-2019	
CALIFORNIA ARTISAN DRESSING! 	29	88688244 11-NOV-2019	
CONTAINS 5 SUPERFOODS 	29	86153937 30-DEC-2013	4561662 01-JUL-2014




Curation Foods, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
CONTAINS 7 SUPERFOODS 	29	85823916 15-JAN-2013	4426882 29-OCT-2013
CONTAINS 7 SUPERFOODS 	29	86153939 30-DEC-2013	4654496 09-DEC-2014
DELICIOUS TOPPINGS! 	29	88688234 11-NOV-2019	
DELIGHTFULL	29	88532633 24-JUL-2019	
Design Only 	29, 31	78471343 20-AUG-2004	3125057 01-AUG-2006
Design Only 	29, 31	88532528 24-JUL-2019	
EAT SMART	31	75863153 08-DEC-1999	2580711 18-JUN-2002
EAT SMART	29	78855553 06-APR-2006	3297565 25-SEP-2007
EAT SMART	29	77170461 01-MAY-2007	3441896 03-JUN-2008
EAT SMART	29	86212995 06-MAR-2014	4818816 22-SEP-2015
EAT SMART 	29, 31	87549161 31-JUL-2017	5417016 06-MAR-2018
EAT SMART 	29	87552652 02-AUG-2017	5380705 16-JAN-2018






Curation Foods, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
EAT SMART 	29, 31	87552689 02-AUG-2017	5417105 06-MAR-2018
EAT SMART	30	87735473 27-DEC-2017	
EAT SMART	32	87735467 27-DEC-2017	
EAT SMART 	29, 31	88532544 24-JUL-2019	
EAT SMART EAT SMART 	29, 31	88532571 24-JUL-2019	
EAT SMART 	29, 31	88532590 24-JUL-2019	
EAT SMART	29	88824828 06-MAR-2020	
EAT SMART AT HOME	29, 31	87282699 28-DEC-2016	5383736 23-JAN-2018
EAT SMART AT HOME	35	87604058 11-SEP-2017	5443167 10-APR-2018
EAT SMART CHOPPED & CRUMBLED	29	87773557 28-JAN-2018	5704772 19-MAR-2019
EAT SMART CLASSIC COLLECTION	29	88220014 06-DEC-2018	
EAT SMART DELIGHTFULL	29	87907785 04-MAY-2018	
EAT SMART SALAD SHAKE UPS 	29	87311873 24-JAN-2017	
EAT SMART VINEYARD COLLECTION	29	88114008 12-SEP-2018	5928017 03-DEC-2019
GREENLINE	31	73650197 19-MAR-1987	1460274 06-OCT-1987
PLANT POWERED PROTEIN	29	86446825 06-NOV-2014	4838627 20-OCT-2015
POWER UP WITH PLANT POWERED PROTEIN	29	86468666 02-DEC-2014	4873010 22-DEC-2015







Curation Foods, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
SALAD SHAKE UPS 	29	87311902 24-JAN-2017	
STEAM IN THE BAG 	31	85668743 04-JUL-2012	4318963 09-APR-2013
STEAM IN THE BAG 	31	90048565 12-JUL-2020	
UNBELIEVABOWLS	29	88742348 30-DEC-2019	
VINEYARD COLLECTION	29	88114018 12-SEP-2018	5870153 24-SEP-2019

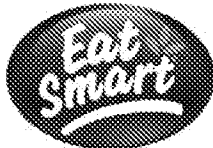
Foreign Trademarks

Owner: Curation Foods, Inc.

Country	Curation Foods, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Canada	7 SUPERFOODS & Design 		1993706 01-NOV-2019	
Canada	BEYOND SALAD		1991310 21-OCT-2019	
Canada	CALIFORNIA ARTISAN DRESSING! & Design 		1993705 01-NOV-2019	
Canada	CHOPPED COLLECTION		1991151 18-OCT-2019	
Canada	CHOPPED COLLECTION & Design 		1993090 30-OCT-2019	

Country	Curation Foods, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Canada	DELICIOUS TOPPINGS! & Design 		1993704 01-NOV-2019	
Canada	DELIGHTFULL		1977195 24-JUL-2019	
Canada	EAT SMART		1050926 15-MAR-2000	TMA585156 14-JUL-2003
Canada	EAT SMART		1315798 05-SEP-2006	TMA700914 15-NOV-2007
Canada	EAT SMART		1703041 17-NOV-2014	TMA1047926 08-AUG-2019
Canada	EAT SMART		2016292 09-MAR-2020	
Canada	EAT SMART & Design 		1852519 15-AUG-2017	TMA1055103 18-SEP-2019
Canada	EAT SMART & Leaves Design (Linear) EAT SMART 		1977207 24-JUL-2019	
Canada	EAT SMART & Leaves Design (Stacked) EAT  SMART		1977205 24-JUL-2019	
Canada	EAT SMART CHOPPED & CRUMBLED		1880071 29-JAN-2018	TMA1054591 16-SEP-2019
Canada	EAT SMART CHOPPED COLLECTION		1941957 22-JAN-2019	
Canada	EAT SMART DELIGHTFULL		1897567 04-MAY-2018	TMA1054580 16-SEP-2019
Canada	EAT SMART PLANT POWERED PROTEIN		1710577 13-JAN-2015	TMA1043390 22-JUL-2019
Canada	EAT SMART READY TO WOK		1852520 15-AUG-2017	TMA1047927 08-AUG-2019
Canada	EAT SMART SALAD SHAKE UPS & Design 		1819734 25-JAN-2017	TMA1047933 08-AUG-2019

Country	Curation Foods, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Canada	EAT SMART VINEYARD COLLECTION		1919862 13-SEP-2018	TMA1054606 16-SEP-2019
Canada	GREENLINE		1589531 09-AUG-2012	TMA858673 27-AUG-2013
Canada	GREENLINE & Design 		1589323 08-AUG-2012	TMA858772 28-AUG-2013
Canada	Leaves Design 		1977206 24-JUL-2019	
Canada	Leaves Design & EAT SMART  EAT SMART		1977208 24-JUL-2019	
Canada	SALAD SHAKE UPS & Design 		1819733 25-JAN-2017	TMA1070208 20-JAN-2020
Canada	SUPERFOOD SELECTIONS		1991150 18-OCT-2019	
Canada	SUPERFOODS SELECTIONS & Design 		1993091 30-OCT-2019	
Canada	TIMESAVOURS		1842135 12-JUN-2017	TMA1077077 21-APR-2020
Canada	UNBELIEVABOWLS		2003911 31-DEC-2019	
Canada	VEGGIE TALES		1978204 30-JUL-2019	
Canada	VINEYARD COLLECTION		1919863 13-SEP-2018	TMA1059611 18-OCT-2019
Canada	VINEYARD COLLECTION & Design 		1993092 30-OCT-2019	
Guatemala	EAT SMART	31	2002007026 09-OCT-2002	123421 22-APR-2003

Country	Curation Foods, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Japan	EAT SMART	31	2001-067024 05-JUL-2001	4565183 10-MAY-2002
Mexico	EAT SMART	31	563526 29-AUG-2002	787862 24-APR-2003
Spain	EAT SMART 	29	3500268 M9 04-MAR-2014	3500268 M9 23-JUN-2014

Utility Models

None.

Domain Names

<u>Domain Name</u>	<u>Registrant</u>
delivereatsmart.com	Curation Foods, Inc.
eat-smart.ca	Curation Foods, Inc.
eat-smart.net	Curation Foods, Inc.
eatsmart.net	Curation Foods, Inc.
eatsmartathome.com	Curation Foods, Inc.
eatsmartbeneforte.com	Curation Foods, Inc.
eatsmartdirect.com	Curation Foods, Inc.
eatsmartfarmersmarket.com	Curation Foods, Inc.
eatsmartfoods.net	Curation Foods, Inc.
eatsmartfresh.com	Curation Foods, Inc.
eatsmartfreshfoods.com	Curation Foods, Inc.
eatsmartfreshmarket.com	Curation Foods, Inc.
eatsmarthome.com	Curation Foods, Inc.
eatsmarthomedelivery.com	Curation Foods, Inc.
eatsmartmarket.com	Curation Foods, Inc.
eatsmartnews.com	Curation Foods, Inc.
eatsmartrecipes.com	Curation Foods, Inc.
eatsmartrecipes.info	Curation Foods, Inc.
eatsmartrecipes.net	Curation Foods, Inc.
eatsmartsalad.com	Curation Foods, Inc.
eatsmartsalads.com	Curation Foods, Inc.
eatsmartswepstakes.com	Curation Foods, Inc.
goeatsmart.com	Curation Foods, Inc.
gotgreenbeans.com	Curation Foods, Inc.
greenlinebeans.com	Curation Foods, Inc.
greenlinefoods.com	Curation Foods, Inc.
greenlinefoods.info	Curation Foods, Inc.
greenlinefoods.net	Curation Foods, Inc.

greenlinefoods.org	Curation Foods, Inc.
greenlinelogistics.com	Curation Foods, Inc.
greenlinelogistics.info	Curation Foods, Inc.
greenlinelogistics.net	Curation Foods, Inc.
greenlinelogistics.org	Curation Foods, Inc.
myeatSMART.com	Curation Foods, Inc.
myfreshvegetables.com	Curation Foods, Inc.
shopeatSMART.com	Curation Foods, Inc.
smartfarmersmarket.com	Curation Foods, Inc.
superbroccoli.com	Curation Foods, Inc.
superfoodsalads.com	Curation Foods, Inc.
veggiecated.com	Curation Foods, Inc.
visiteatSMART.com	Curation Foods, Inc.

License Agreements

None.

Non-License Agreements

None.

Other

None.