

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM813336

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schoolhouse Electric Company		12/20/2021	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Food52, Inc.		
<b>Street Address:</b>	122 West 26th Street, 8th Floor		
<b>City:</b>	New York City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5456593	SCHOOLHOUSE	
<b>Registration Number:</b>	2972681	SCHOOLHOUSE ELECTRIC	
<b>Registration Number:</b>	4888465	SCHOOLHOUSE ELECTRIC & SUPPLY CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032260079		
<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>			
<b>Phone:</b>	503.226.1191		
<b>Email:</b>	mcrowther@Buchalter.com		
<b>Correspondent Name:</b>	Ernest G. Bootsma		
<b>Address Line 1:</b>	805 S.W. Broadway, Suite 1500		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Ernest G. Bootsma		
<b>SIGNATURE:</b>	/Ernest G. Bootsma/		
<b>DATE SIGNED:</b>	05/26/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made on December 20, 2021 by SCHOOLHOUSE ELECTRIC COMPANY, an Oregon corporation, having an address at 19430 Randall Court Bend, OR 97702 (the "Assignor") for the benefit of FOOD52, INC., a Delaware corporation, having an address at 122 West 26<sup>th</sup> Street, 8<sup>th</sup> Floor, New York, NY 10001 (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of December 14, 2021, by and between Assignor, Assignee and Brian Faherty (the "Purchase Agreement");

**WHEREAS**, pursuant to the Purchase Agreement, Assignee has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor's right, title and interest in and to the trademark registrations set forth in Schedule A (the "Marks").

**NOW, THEREFORE**, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns (a) all of Assignor's right, title and interest in and to the Marks, free and clear of all Liens, together with the goodwill of the business being transferred to Assignee that is symbolized by, and connected with the use of, the Marks being assigned, as provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, and the right to renew any registrations therefor, (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Marks, and (c) all causes of action and rights and remedies at law or in equity for any and all past infringements, misappropriations, or other violations of the rights being assigned and the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies associated therewith.

2. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

3. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

4. This Assignment is executed and delivered pursuant to the Purchase Agreement and is subject in all respects to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements of Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties of Assignor and Assignee contained in the Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the

terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware.

6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The parties' signatures may be evidenced by PDF or facsimile transmissions, and each party may rely on a PDF or facsimile signature on behalf of the other party as proof of the other party's execution of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

**SCHOOLHOUSE ELECTRIC COMPANY**  
**(Assignor/Grantor)**

By:   
\_\_\_\_\_

Name: Brian Faherty

Title: Founder, Owner and CEO

Date: December 20, 2021

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Assignment as of the date first written above.

**SCHOOLHOUSE ELECTRIC COMPANY**  
**(Assignor/Grantor)**

By: \_\_\_\_\_

Name: Brian Faherty

Title: Founder, Owner and CEO

Date: \_\_\_\_\_

**FOOD52, INC.**  
**(Assignee/Grantee)**

DocuSigned by:

By

*Amanda Hesser*

Name: Amanda Hesser

Title: CEO

Date: December 20, 2021

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 008085 FRAME: 0364**

**SCHEDULE A**

**Marks**

Trademark Name	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
SCHOOLHOUSE	Canada	1828154	20-Mar-2017	TMA1108567	September 3, 2021	Registered
SCHOOLHOUSE	Canada	1828182	20-Mar-2017	TMA1050347	August 21, 2019	Registered
SCHOOLHOUSE ELECTRIC	Canada	1828167	20-Mar-2017	TMA1050337	August 21, 2019	Registered
SCHOOLHOUSE ELECTRIC & SUPPLY CO.	Canada					
SCHOOLHOUSE	United States	87374563	16-Mar-2017	5456593	May 1, 2018	Registered
SCHOOLHOUSE ELECTRIC	United States	78124977	29-Apr-2002	2972681	July 19, 2005	Registered
SCHOOLHOUSE ELECTRIC & SUPPLY CO.	United States	86619851	05-May-2015	4888465	January 19, 2016	Registered*

\* The "Schoolhouse Electric & Supply Co." will lapse on January 19, 2022, unless a new Declaration of Use is filed. Assignor has been unable to provide evidence of use sufficient for renewal.