

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dean M. Polik		06/08/2023	INDIVIDUAL: GERMANY
RECEIVING PARTY DATA			
Name:	Dean M. Polik		
Street Address:	5601 6th Avenue South, Suite 180		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98108		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5473165	DANISH ORCHARDS	
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:	206.447.4400		
Email:	ip@foster.com		
Correspondent Name:	Claire F. Hawkins, Foster Garvey PC		
Address Line 1:	1111 Third Avenue, Suite 3000		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	502340-62008		
NAME OF SUBMITTER:	Claire F. Hawkins		
SIGNATURE:	/Claire F. Hawkins/		
DATE SIGNED:	06/08/2023		
Total Attachments: 2			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF TRADEMARK

This Trademark Assignment Agreement (the “**Assignment**”) is made and entered into as of June 8, 2023 (the “**Effective Date**”), by and between Dean M. Polik, an individual of Germany, having a principal address at 5601 6th Avenue South, Suite 180, Seattle, Washington 98108 (“**Assignor**”) and Dean M. Polik, an individual of the United States, having a principal address at 5601 6th Avenue South, Suite 180, Seattle, Washington 98108 (“**Assignee**”), each of **Assignor** and **Assignee** being a “**Party**” and collectively, the “**Parties**.”

WHEREAS, Assignor owns the entire right, title and interest in and to the following trademark registration:

DANISH ORCHARDS, Registration No. 5473165 in Class 29; and

WHEREAS, Assignee is desirous of acquiring the Mark, and Assignor is desirous of assigning the Mark to Assignee pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Assignment.** Assignor does hereby assign and transfer to Assignee all right, title, and interest in and to the Mark, along with the goodwill of the business symbolized by the Mark, all rights of registration, maintenance, renewal, and protection thereof, and all causes of action and rights of recovery relating thereto, whether arising before or after the date of this Assignment.
2. **Effect of Assignment.** The Mark shall be held and enjoyed by Assignee and its successors and assigns, for its exclusive use and benefit as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. Assignor further agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect, or evidence the assignment set forth above.
3. **Governing Law.** The validity, construction, and performance of this Assignment will be governed by the laws of Washington State, without giving effect to that body of laws pertaining to conflict of laws that would subject a matter to the laws of another jurisdiction.
4. **Entire Agreement; Amendment.** Upon execution, this Assignment, including the recitals hereto, shall constitute the entire agreement among the Parties hereto with respect to the subject matter hereof and merges all other prior or contemporaneous communications. This Assignment shall not be amended except by a written agreement dated subsequent to the date of this Assignment and signed on behalf of the Parties hereto by their respective duly authorized representatives.
5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

[Signature Page Follows]


Dated as of the Effective Date written above.

ASSIGNOR


ASSIGNEE

DEAN M. POLIK

DEAN M. POLIK

By: 

Printed Name: Dean M. Polik

By: 

Printed Name: Dean M. Polik