

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AppHarvest Technology, Inc.		10/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mastronardi Produce Limited		
Street Address:	2100 Road 4 East		
City:	Kingsville		
State/Country:	ONTARIO		
Postal Code:	N9Y2E5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97037842	APPHARVEST	
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:	2164133828		
Email:	natalia.radic@dinsmore.com		
Correspondent Name:	Natalia Radic		
Address Line 1:	1001 Lakeside Avenue East		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Mark D. Schneider		
SIGNATURE:	/Mark D. Schneider/		
DATE SIGNED:	10/04/2023		
Total Attachments: 9			
source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page1.tif			
source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page2.tif			
source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page3.tif			
source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page4.tif			
source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page5.tif			
source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page6.tif			

OP \$40.00 97037842

source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page7.tif

source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page8.tif

source=AppHarvest - IP Assignment Agreement (Execution)_Redacted (002)#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), dated as of October 4, 2023 (“Effective Date”), is by and among AppHarvest, Inc., a corporation organized and existing under the laws of Delaware (“AppHarvest”), AppHarvest Technology, Inc., a corporation organized and existing under the laws of Delaware (“AppHarvest Technology,” and together with AppHarvest, “Assignor”), and Mastronardi Produce Limited, a corporation incorporated pursuant to the Laws of the Province of Ontario, Dominion of Canada (“Assignee”) (each of Assignor and Assignee a “Party” and together “the Parties”).

WHEREAS, AppHarvest and certain of its affiliates (collectively, the “Debtor Entities”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) on July 23, 2023 (the “Bankruptcy”);

WHEREAS, in connection with the Bankruptcy, the Debtor Entities agreed to sell, transfer and assign certain assets and liabilities of the Debtor Entities to certain buyers pursuant to sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, the Bankruptcy Court entered the Confirmation Order¹ on September 14, 2023, approving, among other things, certain *De Minimis* Procedures for the sale of Remaining Assets, including the sale of the Assigned IP (as defined below) to the Assignee on the terms set forth herein;

WHEREAS, pursuant to the *De Minimis* Procedures, Assignor desires to sell, assign, convey, deliver and transfer all of its respective right, title and interest in, to and under the Assigned IP to Assignee and Assignee desires to acquire all such right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Each Assignor, on behalf of itself and its affiliates, hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee all right, title and interest in, to and under (i) any and all trademarks, service marks, trade dress, brand names, logos, domain names, social media accounts and related user names, trade names, business names right of privacy and common law right of publicity, corporate names and other indications of origin (in each case, whether or not registered) in the United States and all other nations throughout the world for APPHARVEST, including all variations, derivations, combinations, registrations, renewals and applications for registration of the foregoing and all goodwill associated with any of the foregoing, including the trademarks and domain names set forth on Exhibit A attached hereto, including any and all copyright attached to or associated therewith, in each case to be held and enjoyed and registered or otherwise protected by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, (ii) all rights to sue, claim, and recover for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing, (iii) all income, royalties, damages, injunctive relief, and payments now or

¹ “Confirmation Order” means the *Order Approving the Debtors’ Disclosure Statement and Confirming the Amended Joint Plan of Liquidation of AppHarvest Products, LLC and Its Debtor Affiliates* [Docket No. 471].

hereafter due or payable with respect to any of the foregoing and (iv) any and all corresponding rights that, now or hereafter, may be secured throughout the world ("Assigned IP"). Without limitation to the generality of the foregoing, with respect to the United States intent-to-use trademark applications included on Exhibit A ("ITU Applications"), the assignment granted under this Agreement accompanies the transfer of Assignor's business or portion of the business to which such ITU Application pertains, 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.

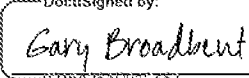
2. On or immediately after the Effective Date, each Assignor shall, and shall cause its applicable affiliates to, transfer any and all domain names and social media accounts included in the Assigned IP from Assignor's or such affiliates' account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names and social media accounts in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names and social media accounts.
3. Upon the reasonable request by Assignee, each Assignor shall, and shall cause its applicable affiliates to, execute all documents and take all actions as may be reasonably necessary to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee. In the event that any Assignor or any applicable affiliate fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor, on behalf of itself and its affiliates, hereby designates Assignee as such Assignor's and its applicable affiliates' agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.
4. Each Assignor, on behalf of itself and its affiliates, hereby authorizes and requests the officials of the United States Patent and Trademark Office, and corresponding officials of equivalent government offices and agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned IP.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law rules or provisions thereof to the extent they would result in the application of the laws of another jurisdiction. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.
6. This Assignment may be executed and delivered in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, with the same effect as if the signatures thereto were upon the same instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective as delivery of a manually executed counterpart of this Assignment. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by all of the other Parties hereto.

7. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which such Party is a party or is otherwise bound.
8. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
9. No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
10. This Agreement has been negotiated by the respective Parties hereto and their attorneys, and the language hereof will not be construed for or against either Party. Each Party has had the opportunity to, and has obtained, advice of legal counsel relating to this Agreement. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole. The term “including”, and its variants are not limiting and shall be interpreted to be followed by the words “without limitation”.
11. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter.

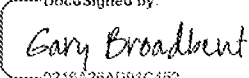
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**ASSIGNOR:
APPHARVEST, INC.**

By: 
Name: Gary Broadbent
Title: Chief Restructuring Officer

**ASSIGNOR:
APPHARVEST TECHNOLOGY, INC.**

By: 
Name: Gary Broadbent
Title: Chief Restructuring Officer

**ASSIGNEE:
MASTRONARDI PRODUCE LIMITED**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**ASSIGNOR:
APPHARVEST, INC.**

By: _____
Name:
Title:

**ASSIGNOR:
APPHARVEST TECHNOLOGY, INC.**

By: _____
Name:
Title:

**ASSIGNEE:
MASTRONARDI PRODUCE LIMITED**

By: David Einsteadig
Name: David Einsteadig
Title: Senior Vice President & General Counsel

EXHIBIT A

ASSIGNED IP

A1 – PATENTS / REGISTERED DESIGNS.



A2 – PACKAGING.

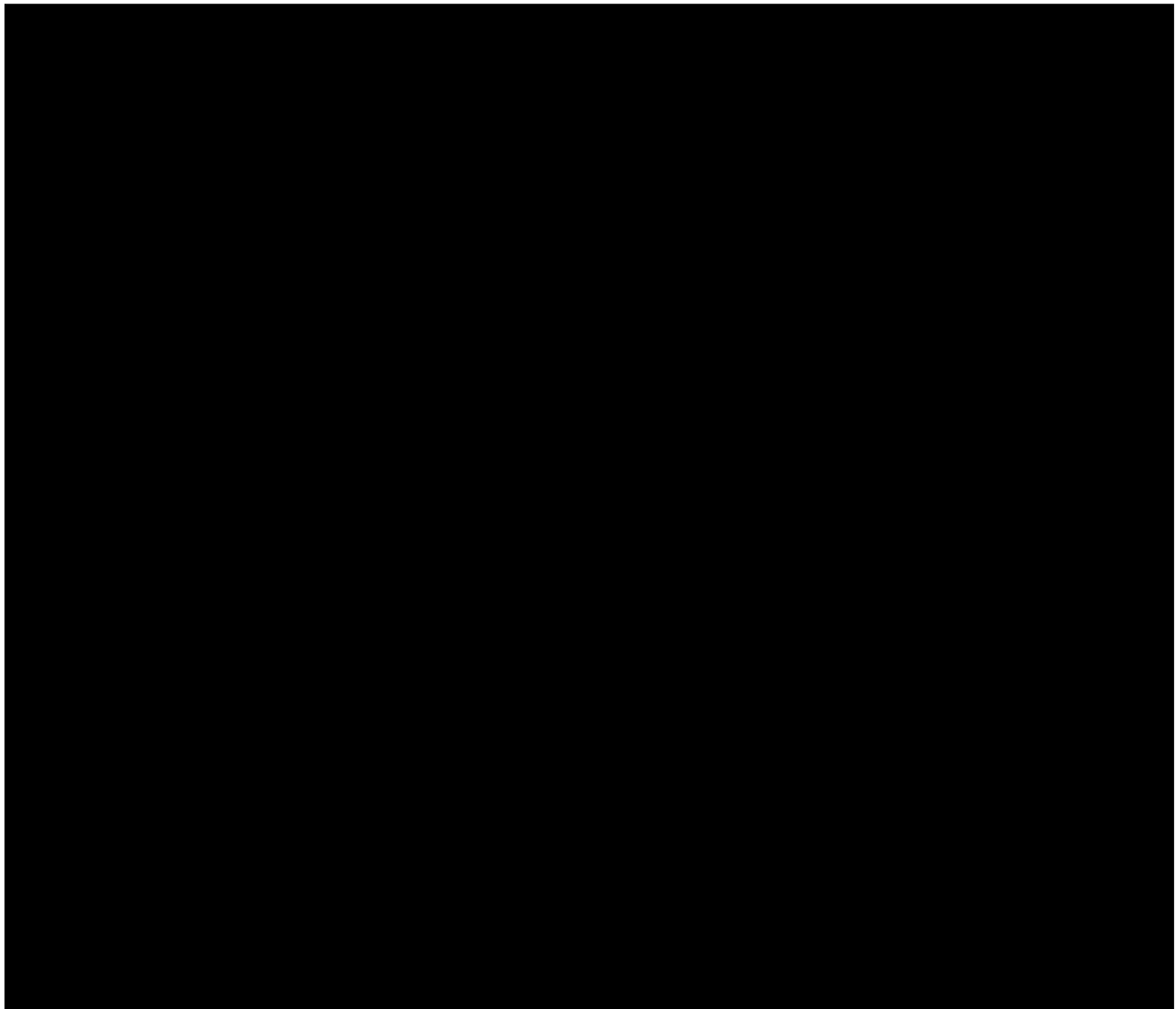


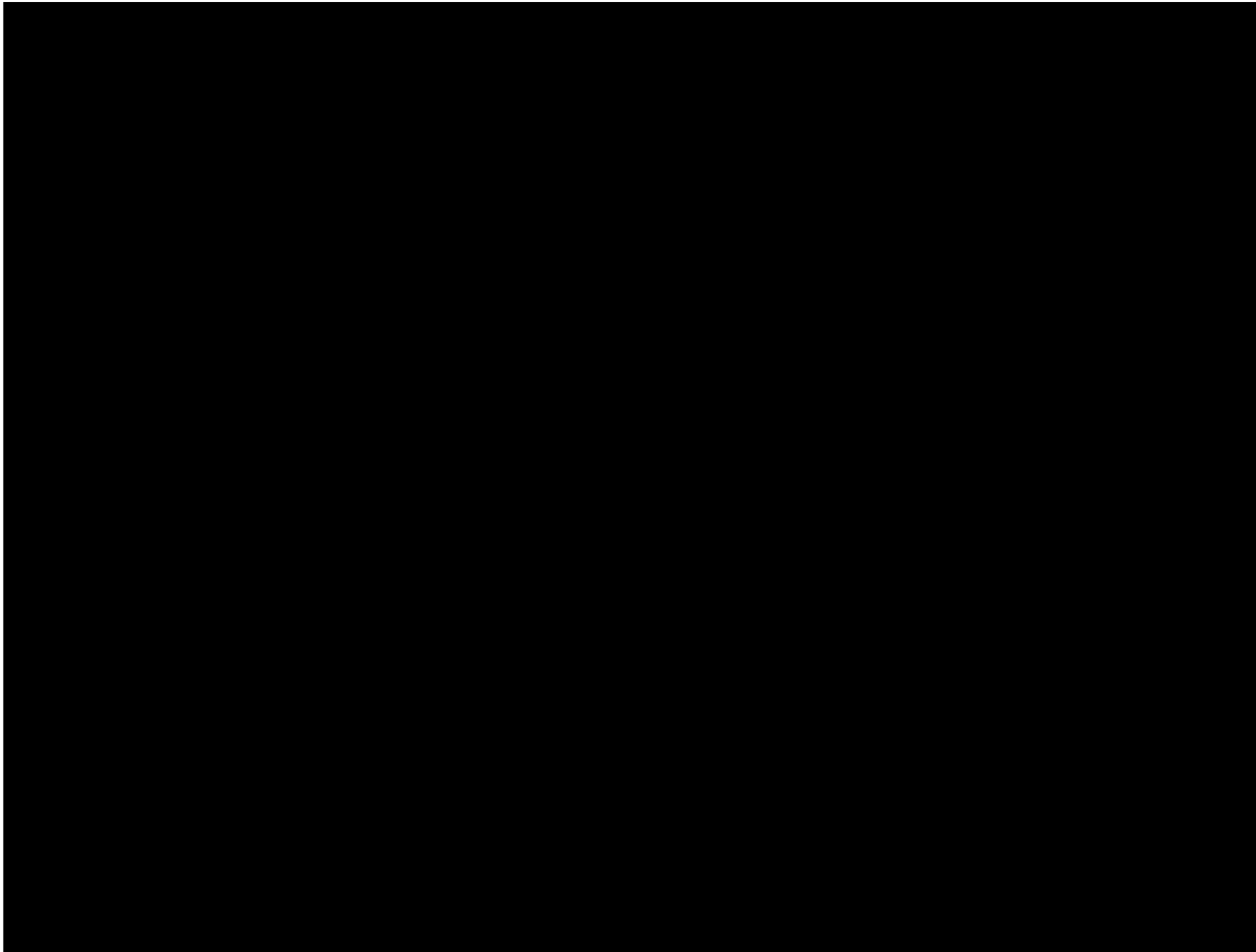
A3.1 – REGISTERED MARKS:

Jurisdiction	Mark	Serial No. (SN) Reg. No. (RN)	Owner Information	Status
WIPO	APPHARVEST	RN: 1682455	Appharvest Technology, Inc.	International Registered Designations: AU - CA - CN - EM - GB - IL - IN - MX
Australia	APPHARVEST	SN: 2300440 RN: 2300440	Appharvest Technology, Inc.	Protection Granted / Registered Class: 7, 9, 37, 42
Canada	APPHARVEST	SN: 2209536	Appharvest Technology, Inc.	Awaiting Decision (Filed/Pending) Class: 7, 9, 37, 42
China	APPHARVEST			Total provisional refusal. No longer in effect
Europe	APPHARVEST	RN: 1682455	Appharvest Technology, Inc.	Protection Granted Class: 7, 9, 37, 42
United Kingdom	APPHARVEST	RN: 1682455	Appharvest Technology, Inc.	Protection Granted Class: 7, 9, 37, 42
Israel	APPHARVEST	RN: 1682455	Appharvest Technology, Inc.	Protection Granted Class: 7, 9, 37, 42
India	APPHARVEST	SN: 5633849	Appharvest Technology, Inc.	Awaiting Decision (Accepted/Advertised) Class: 7, 9, 37, 42
Mexico	APPHARVEST	SN: 2821087	Appharvest Technology, Inc.	Awaiting Decision (Filed/Pending) Class: 7
Mexico	APPHARVEST	SN: 2821088	Appharvest Technology, Inc.	Awaiting Decision (Filed/Pending) Class: 9

Mexico	APPHARVEST	SN: 2821089	Appharvest Technology, Inc.	Awaiting Decision (Filed/Pending) Class: 37
Mexico	APPHARVEST	SN: 2821090	Appharvest Technology, Inc.	Awaiting Decision (Filed/Pending) Class: 42
United States	APPHARVEST	SN: 97037842	Appharvest Technology, Inc.	Allowed: First Extension Granted Class: 7, 9, 35, 37, 41, 42
United States	APPHARVEST	SN: 87777559 RN: 6563134	Appharvest, Inc.	Registered Class 31 *not based off WIPO registration

A3.2 - UNREGISTERED MARKS:

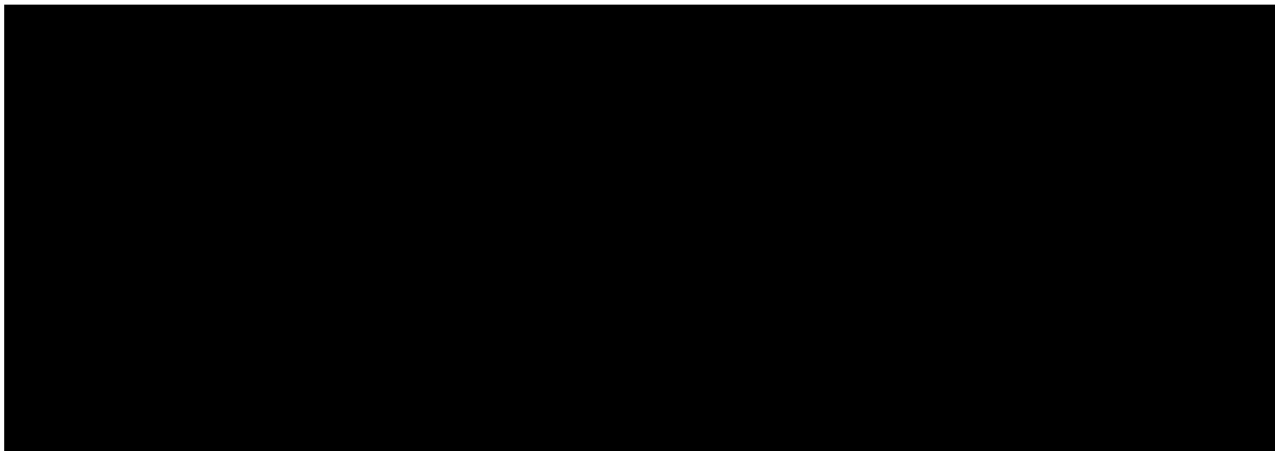




A3.3 – TRADENAMES:



A4 – SOCIAL MEDIA ACCOUNTS:



A5 – DOMAIN NAMES:


A6 – WEBSITES
