

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856179

<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>
Tropic Holdings LLC		12/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bain IP LLC		
<b>Street Address:</b>	PO Box 5718		
<b>City:</b>	Englewood		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07631		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4245159	YES TO	
<b>Registration Number:</b>	4301566	YES TO	
<b>Registration Number:</b>	5284013	YES TO CUCUMBERS	
<b>Registration Number:</b>	5504970	YES TO SUPERBLUEBERRIES	
<b>Registration Number:</b>	4649096	YES TO	
<b>Registration Number:</b>	5764063	YES TO SUPERBLUEBERRIES	
<b>Registration Number:</b>	3787774	YES TO TOMATOES	
<b>Registration Number:</b>	3787772	YES TO TOMATOES	
<b>Registration Number:</b>	3787775	YES TO CUCUMBERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668643947		
<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>	973-828-1284		
<b>Email:</b>	tm@myerswol.in.com		
<b>Correspondent Name:</b>	Harris A. Wolin		
<b>Address Line 1:</b>	100 S. Jefferson Road, Suite 202		
<b>Address Line 4:</b>	Whippany, NEW JERSEY 07891		
<b>ATTORNEY DOCKET NUMBER:</b>	YSTO 12057		

OP \$240.00 4245159

<b>NAME OF SUBMITTER:</b>	Harris A. Wolin
<b>SIGNATURE:</b>	/Harris A. Wolin/
<b>DATE SIGNED:</b>	11/27/2023
<b>Total Attachments: 15</b> source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page1.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page2.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page3.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page4.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page5.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page6.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page7.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page8.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page9.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page10.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page11.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page12.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page13.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page14.tif source=ysto_12057_tm_assign_agreement_Tropic to Bain UPDATE#page15.tif	

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 30, 2021, is made by Tropic Holdings LLC ("**Tropic**") in favor of Bain IP LLC ("**Bain**").

WHEREAS, Tropic has conveyed, transferred, and assigned to Bain, among other assets, certain intellectual property of Tropic, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tropic hereby irrevocably conveys, transfers, and assigns to Bain, and Bain hereby accepts, all of Tropic's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Tropic accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Tropic hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Bain. Following the date hereof, Tropic shall take such steps and actions, and provide such cooperation and assistance to Bain and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Bain, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Tropic has duly executed and delivered this Trademark Assignment as of the date first written above.

Tropic Holdings LLC

By: 

Name: Daniel Setton

Title: Authorized Signatory

Address for Notices: PO Box 5718,  
Englewood, New Jersey 07631

## SCHEDULE 1

### Assigned Trademarks

<b>IP Office</b>	<b>Literal Element</b>	<b>Application Number</b>	<b>Registration Number</b>
Argentina (INPI)	YES TO CARROTS	2744101	2301403
Argentina (INPI)	YES TO CARROTS	2744101	2301403
Australia (IPA)	YES TO	1685115	1241344
Australia (IPA)	YES TO CARROTS	1146567	1146567
Australia (IPA)	YES TO CARROTS (color logo)	1146566	1146566
Australia (IPA)	YES TO BABY CARROTS	1340886	1340886
Australia (IPA)	YES TO TOMATOES	1332911	1332911

Australia (IPA)	YES TO (Stylized)	1529847	1138029
Canada (CIPO)	YES TO CARROTS & DESIGN 	1332312	TMA785044
Canada (CIPO)	YES TO CARROTS	1332306	TMA785045
China (SAIC)	YES TO CARROTS	5723749	5723749
China (SAIC)	YES TO POMEGRANATES	6347846	6347846
Croatia (SIPO)	YES TO CARROTS	Z20070835A	Z20070835
Croatia (SIPO)	YES TO CARROTS (color logo)	Z20070836A	Z20070836
Croatia (SIPO)	YES TO (Stylized)	1138029	1138029

European Union (EUIPO)	YES TO	1241344	1241344
European Union (EUIPO)	YES TO CARROTS	5471743	5471743
European Union (EUIPO)	YES TO CARROTS (color logo)	5471693	5471693
European Union (EUIPO)	YES TO POMEGRANATES	6392963	6392963
European Union (EUIPO)	YES TO CARROTS (color logo)	8161341	8161341
European Union (EUIPO)	YES TO CUCUMBERS	8725137	8725137
European Union (EUIPO)	YES TO TOMATOES	8725053	8725053
European Union (EUIPO)	YES TO (Stylized)	1138029	1138029
Hong Kong (HKIPD)	YES TO CARROTS	300758287	300758287
Hong Kong (HKIPD)	YES TO CARROTS (color logo)	300758313	300758313



Hong Kong (HKIPD)	YES TO POMEGRANATES (color logo)	300981793	300981793
Hong Kong (HKIPD)	YES TO POMEGRANATES	300981784	300981784
Hong Kong (HKIPD)	YES TO TOMATOES (color logo)	301264211	301264211
Hong Kong (HKIPD)	YES TO CUCUMBERS	301482732	301482732
Hong Kong (HKIPD)	YES TO TOMATOES	301482723	301482723
Iceland (ISIPO)	YES TO CARROTS (color logo)	13892007	11312007
Iceland (ISIPO)	YES TO CARROTS	13902007	11322007
India (IPI)	YES TO CARROTS	1556906	1556906
Israel (IPO)	Yes To (Hebrew only word mark)	194718	194718
Israel (IPO)	YES TO	195165	195165

Israel (IPO)	YES TO (Stylized)	1138029	1138029
Japan (JPO)	YES TO CARROTS	2006105769	5049620
Japan (JPO)	YES TO TOMATOES	2009089117	5329790
Japan (JPO)	YES TO CUCUMBERS	2009089119	5329791
Japan (JPO)	YES TO (Stylized)	1138029	1138029
Mexico (IMPI)	YES TO (Stylized)	1310362	1342668
Mexico (IMPI)	YES TO CARROTS	853451	1029914
Monaco (MIPD)	YES TO  (or logo)	PV28686	927245
Monaco (MIPD)	YES TO CUCUMBERS (color logo)	PV28688	927247

Monaco (MIPD)	YES TO TOMATOES (color logo)	PV28687	927246
Monaco (MIPD)	YES TO CARROTS	PV28685	927244
Monaco (MIPD)	YES TO TOMATOES	PV29202	1027669
Monaco (MIPD)	YES TO CUCUMBERS	PV29203	0927244
Monaco (MIPD)	YES TO (Stylized)	1138029	1138029
New Zealand (IPONZ)	YES TO CARROTS	758937	758937
New Zealand (IPONZ)	YES TO CUCUMBERS	816227	816227
New Zealand (IPONZ)	YES TO TOMATOES	816222	816222
Norway (Patentstyret)	YES TO CARROTS (color logo)	200705341	242089
Norway (Patentstyret)	YES TO CARROTS	200705342	242052

Norway (Patentstyret)	YES TO CUCUMBERS	200912547	257170
Norway (Patentstyret)	YES TO TOMATOES	200912511	257169
Norway (Patentstyret)	YES TO (Stylized)	1138029	1138029
Philippines (IPOPIL)	YES TO (Stylized)	1138029	1138029
Russia (ROSPATENT)	YES TO	1241344	1241344
Russia (ROSPATENT)	YES TO CARROTS (color logo)	2006732917	342412
Russia (ROSPATENT)	YES TO CARROTS	2006732916	342411
Russia (ROSPATENT)	YES TO CARROTS (Cyrillic word)	2007741743	372628
Russia (ROSPATENT)	YES TO CARROTS (Cyrillic logo in color)	2007741771	372629
Russia (ROSPATENT)	YES TO TOMATOES (color logo)	2008740157	399549
Russia (ROSPATENT)	YES TO BABY CARROTS	2010700760	427578

Russia (ROSPATENT)	YES TO (Stylized)	1138029	1138029
Serbia (IPO)	YES TO CARROTS	Z100507	55506
Serbia (IPO)	YES TO TOMATOES	Z18872009	61454
Serbia (IPO)	YES TO (Stylized)	1138029	1138029
Singapore (IPOS)	YES TO CARROTS	T0624509C	T0624509C
Singapore (IPOS)	YES TO POMEGRANATES (color logo)	T0721105B	T0721105B
Singapore (IPOS)	YES TO POMEGRANATES	T0721104D	T0721104D
Singapore (IPOS)	YES TO TOMATOES	T1001872A	T1001872A
Singapore (IPOS)	YES TO CUCUMBERS	T1001873Z	T1001873Z
Singapore (IPOS)	YES TO (Stylized)	T1218629Z	1138029
South Africa (CIPC)	YES TO CARROTS	200628272	200628272

South Africa (CIPC)	YES TO POMEGRANATES (color logo)	200724741	200724741
South Africa (CIPC)	YES TO POMEGRANATES	200724740	200724740
South Africa (CIPC)	YES TO	201736619	201736619
South Korea (KIPO)	YES TO CARROTS	4020060057495	400732775
South Korea (KIPO)	YES TO (Stylized)	1138029	1138029
Sweden (SPRO)	YES TO CARROTS (color logo)	200609413	387608
Sweden (SPRO)	YES TO CARROTS	200609412	387607
Switzerland (IGE)	YES TO CARROTS	549392007	562942
Switzerland (IGE)	YES TO CARROTS (color logo)	549402007	562698
Switzerland (IGE)	YES TO (Stylized)	1138029	1138029
Taiwan (TIPO)	YES TO CARROTS	95057438	1284782

Taiwan (TIPO)	YES TO CARROTS (color logo)	95057441	1284783
Taiwan (TIPO)	YES TO TOMATOES (color logo)	97059430	1381373
Taiwan (TIPO)	YES TO CUCUMBERS & Design	108068278	
Taiwan (TIPO)	YES TO TOMATOES	99003385	1428767
Taiwan (TIPO)	YES TO CUCUMBERS	98054614	1431661
Thailand (DIP)	YES TO CARROTS 	1054221	1054221
Turkey (TPTO)	YES TO CARROTS	200725352	200725352
Turkey (TPTO)	YES TO TOMATOES	200963760	200963760
Turkey (TPTO)	YES TO (Stylized)	2012106513	1138029
United Kingdom (UKIPO)	yes to	UK00801138029	UK00801138029

United Kingdom (UKIPO)	YES TO CARROTS	2439311	2439311
United Kingdom (UKIPO)	YES TO CARROTS (color logo)	2439310	2439310
United Kingdom (UKIPO)	YES TO CUCUMBERS	GB2533155	GB2533155
United Kingdom (UKIPO)	YES TO TOMATOES	GB2533156	GB2533156
United States (USPTO)	YES TO 	85575161	4245159
United States (USPTO)	YES TO 	77176739	4301566
United States (USPTO)	YES TO CUCUMBERS 	87153856	5284013
United States (USPTO)	YES TO SUPERBERRIES 	87977296	5504970
United States (USPTO)	YES 	86262947	4649096



United States (USPTO)	YES TO SUPERBERRIES  YES TO SUPERBLUEBERRIES	87356754	5764063
United States (USPTO)	YES TO TOMATOES  YES TO TOMATOES	77176762	3787774
United States (USPTO)	YES T 	77176665	3787772
United States (USPTO)	YES TO CUCUMBERS  YES TO CUCUMBERS	77176773	3787775
Vietnam (NOIP)	YES TO CARROTS	4200707874	116153
WIPO (WIPO Madrid)	YES TO	1241344	1241344
WIPO (WIPO Madrid)	yes to	1138029	1138029