

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OFD Foods, LLC		12/12/2023	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	OFD BioPharma, LLC		
Street Address:	525 25th Ave SW		
City:	Albany		
State/Country:	OREGON		
Postal Code:	97322		
Entity Type:	Limited Liability Company: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90770560	LYOPASTILLE	
Serial Number:	90770566	BIO PHARMA A DIVISION OF OFD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	5032261191		
Email:	mcrowther@Buchalter.com		
Correspondent Name:	Ernest G. Bootsma		
Address Line 1:	805 S.W. Broadway, Suite 1500		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	O7917-0075		
NAME OF SUBMITTER:	Ernest G. Bootsma		
SIGNATURE:	/Ernest G. Bootsma/		
DATE SIGNED:	12/12/2023		
Total Attachments: 3			
source=2023.12.12 Trademark Assignment_OFD Foods to OFD BioPharma#page1.tif			
source=2023.12.12 Trademark Assignment_OFD Foods to OFD BioPharma#page2.tif			
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**ASSIGNMENT OF TRADEMARKS
IN THE UNITED STATES, AND APPLICATIONS AND REGISTRATIONS THEREOF**

THIS ASSIGNMENT OF TRADEMARKS IN THE UNITED STATES AND APPLICATIONS AND REGISTRATIONS THEREOF (this “Assignment”) is made by and between **OFD FOODS, LLC**, a Limited Liability Company of Delaware having a place of business located at 525 25th Ave SW, Albany, Oregon, 97322 (the “Assignor”), and **OFD BIOPHARMA, LLC** a Limited Liability Company of Delaware having a place of business located at 525 25th Ave SW, Albany, Oregon, 97322 (the “Assignee”). As used in this Assignment, the Assignor and the Assignee shall collectively be referred to as the “Parties” or as a “Party”.

RECITALS:

A. The Assignor is the named owner of all rights, title and interest in and to the trademarks, including any registrations and applications therefore, listed and described on attached **Exhibit A**, which is incorporated herein by this reference (collectively, the “Trademarks”).

B. Assignee is the successor to Assignor’s business, or the portion of the business to which the Trademarks on **Exhibit A** pertain, and that business is ongoing and existing as required under Section 10 of the Trademark Act, 15 U.S.C. §1060(a)(1); TMEP 501.01(a). Accordingly, the Applications filed under Section 1(b) as Intent to Use may be transferred pursuant to this Assignment before the filing of an Amendment to Allege Use.

C. The Assignor and the Assignee now desire to execute, deliver and record this Assignment in order to confirm the transfer of all rights, title and interest in and to the Trademarks from the Assignor to the Assignee.

ASSIGNMENT OF TRADEMARKS:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** The Assignor hereby sells, assigns, transfers, grants and otherwise conveys to the Assignee and the Assignee’s successors, assigns, and legal representatives, all worldwide rights, title and interest in and to the Trademarks, including, but not limited to the all registrations and applications therefore in the United States any other jurisdiction in the world, including without limitation any and all rights therein arising under common law, and which includes the use of the Trademarks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as a service mark, trademark, trade name and all common law rights connected therewith, together with the goodwill of the business symbolized and associated by and with the Trademarks and all claims and causes of action relating to infringement of the Trademarks, including the right to collect damages for such infringements, the same to be held and enjoyed by the Assignee, for the Assignee’s own use and on behalf of the Assignee’s successors, legal representatives and assigns.

2. **Recordation.** The Assignor hereby further agrees that the Assignee has the right to record this instrument of assignment with the United States Patent and Trademark Office and with the Trademark Offices in the other countries in which any registrations have been granted or applications filed, so as to establish the Assignee as sole and exclusive owner of record of the Trademarks identified in attached **Exhibit A**.

3. **Further Actions.** The Assignor further agrees, at the request of the Assignee and without charge or cost to the Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever required to carry out the intent of this instrument of assignment; (ii) provide whatever information may be required to carry out the intent of this instrument of assignment; and (iii) fully cooperate with the Assignee, as may be reasonably required, to enable the Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby the Assignee's ownership of the Trademarks is duly made of record in the United States Patent and Trademark Office.

4. **Binding Effect.** This Assignment Agreement shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Parties.

5. **Governing Law.** This Assignment Agreement shall be governed by the laws of the State of Oregon, without reference to its choice of laws provisions.

6. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts which, when taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and effective as of the date shown below.

The Assignor:

OFD Foods, LLC

By: James Cohen

Name: James Cohen

Title: President and Chief Executive Officer

The Assignee:

OFD BioPharma, LLC

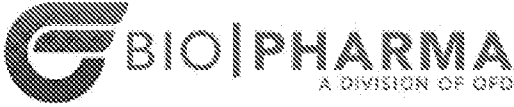
By: Jeni Billups

Name: Jeni Billups

Title: SVP, OFD BioPharma

EXHIBIT A

TRADEMARKS ASSIGNED

Trademark	Serial No.	Reg. No.
LYOPASTILLE	90/770,560	Pending
 BIO PHARMA A DIVISION OF GPD	90/770,566	Pending