

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI122045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sustainable Harvest, Inc.		11/06/2023	Corporation: OREGON
RECEIVING PARTY DATA			
Company Name:	Sustainable Growers Rwanda		
Street Address:	# 91, KG 9, Nyarutarama, Remera, Gasabo		
City:	Kigali		
State/Country:	RWANDA		
Entity Type:	Non-Profit Organization: RWANDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4997046	QUESTION COFFEE	
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:	2127288000		
Email:	IPDocketing@willkie.com		
Correspondent Name:	Eugene Chang		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York , NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	116810-00001		
NAME OF SUBMITTER:	HEATHER SCHNEIDER		
SIGNATURE:	HEATHER SCHNEIDER		
DATE SIGNED:	03/26/2024		
Total Attachments: 4			
source=Sustainable Harvest, Inc._Sustainable Grower Rwanda - Trademark Assignment Agreement#page1.tif			
source=Sustainable Harvest, Inc._Sustainable Grower Rwanda - Trademark Assignment Agreement#page2.tif			
source=Sustainable Harvest, Inc._Sustainable Grower Rwanda - Trademark Assignment Agreement#page3.tif			
source=Sustainable Harvest, Inc._Sustainable Grower Rwanda - Trademark Assignment Agreement#page4.tif			

CH \$40.00.00 86815791

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) is made and entered into as of November 6, 2023 (“Effective Date”) by and between Sustainable Harvest, Inc., a company duly organized and incorporated under the laws of Oregon, with its address at 1101 SW Washington St. Portland, Oregon, 97205, USA (the “Assignor”), and Sustainable Growers Rwanda, a not for profit organization duly organized and incorporated under the laws of Rwanda, with its address at # 91, KG 9, Nyarutarama, Remera, Gasabo, Kigali, Republic of Rwanda (the “Assignee”).

WHEREAS, the Assignor is the owner of record of the trademarks listed in Exhibit A (the “Marks”);

WHEREAS, the Assignor desires to assign the Marks to the Assignee; and

NOW, THEREFORE, for good consideration to the benefit of the Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and delivers permanently to Assignee, and Assignee accepts from Assignor, all of Assignor’s rights, title and interest in and to (i) the Marks, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, together with (ii) the right to apply for and obtain registrations and renewals for the foregoing, and (iii) the right to bring any action, claim or proceeding for the infringement, misappropriation, dilution or unauthorized use of any of the foregoing accruing or occurring at any time prior to, on or after the Effective Date and to retain all monies and proceeds therefrom (clauses (i) through (iii) of this paragraph collectively, the “Assigned Rights”).
2. In consideration to the assignment and transfer of Marks, the Assignee will pay the Assignor the sum of One (US\$ 1) United States Dollar.
3. This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.
4. This Agreement shall be construed in accordance with the domestic Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of any jurisdiction other than the State of New York.
5. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by both parties hereto.

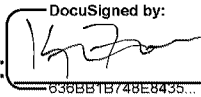
- 6. This Agreement may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date set forth above.

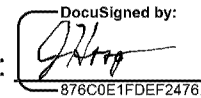
SUSTAINABLE HARVEST, INC.

Name: Katherine Nolte Ferguson _____

Signature:  _____
538BB1B748E8435...

Title: Managing Director _____

Name: Jordan Hooper _____

Signature:  _____
876C0E1FDEF2476...

Title: Head of Green Trading _____

SUSTAINABLE GROWERS RWANDA

Name: _____

Signature: _____

Title: _____

6. This Agreement may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date set forth above.

SUSTAINABLE HARVEST, INC.

Name: _____

Signature: _____

Title: _____

Name: _____

Signature: _____

Title: _____

SUSTAINABLE GROWERS RWANDA

Name: Christine Gudo

Signature: 

Title: Executive Director

EXHIBIT A
MARKS

Trademark	Country	Appl No.	Filing Date	Reg. No.	Reg. Date
QUESTION COFFEE	US	86815791	10-Nov-2015	4997046	12-Jul-2016
QUESTION COFFEE	Colombia	16101821	21-Apr-2016	567996	20-Jun-2017
QUESTION COFFEE	Mexico	1736389	14-Apr-2016	1662917	10-Aug-2016