

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tides Center, The		05/31/2012	California nonprofit public benefit corporation: CALIFORNIA

RECEIVING PARTY DATA	
Name:	FoodRoutes Network, LLC
Street Address:	P.O. Box 419
City:	Millheim
State/Country:	PENNSYLVANIA
Postal Code:	16854
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	3339871	BUY FRESH BUY LOCAL

CORRESPONDENCE DATA	
Fax Number:	4123556501
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	412-355-8994
Email:	PITRADEMARKS@KLGATES.COM
Correspondent Name:	K&L Gates LLP - Michael D. Lazzara
Address Line 1:	210 SIXTH AVENUE
Address Line 2:	K&L Gates Center
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-2613

ATTORNEY DOCKET NUMBER:	120237
NAME OF SUBMITTER:	Michael D. Lazzara

CH \$40.00 3339871

Signature:	/Michael D. Lazzara/
Date:	07/09/2012
Total Attachments: 4 source=Assignment-The-Tides-Center-to-FoodRoutes-Network-LLC#page1.tif source=Assignment-The-Tides-Center-to-FoodRoutes-Network-LLC#page2.tif source=Assignment-The-Tides-Center-to-FoodRoutes-Network-LLC#page3.tif source=Assignment-The-Tides-Center-to-FoodRoutes-Network-LLC#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 31st day of May, 2012, by and between The Tides Center, a California nonprofit public benefit corporation ("Assignor"), and FoodRoutes Network, LLC, a Pennsylvania limited liability company ("Assignee").

RECITALS

A. Assignor has operated and owned the assets related to a project known as FoodRoutes Network, the purpose of which is to support and promote the advancement of community-based, local food systems that are ecologically sound, economically viable, and socially just (the "Project").

B. Assignor and Assignee are parties to that certain Spin Agreement dated as of May 15, 2012 (the "Spin Agreement"), pursuant to which Assignor has agreed to transfer operation of the Project to Assignee and, in connection with such transfer, to convey to Assignee certain Acquired Assets, as defined in the Spin Agreement (capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Spin Agreement).

C. The Acquired Assets include certain items of Intellectual Property.

D. In accordance with the Spin Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in and to (i) the Intellectual Property, and (ii) all goodwill of the business associated with the Intellectual Property.

ASSIGNMENT

NOW, THEREFORE, in exchange for the consideration set forth in the Spin Agreement and the mutual covenants contained herein and in the Spin Agreement, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in and to:

- (a) the Intellectual Property specified on Schedule 1 attached hereto.
- (b) the goodwill of the business associated with the Intellectual Property; and
- (c) all rights to sue for past, present, or future infringement of the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all continuations, divisions, reissues, renewals and extensions of any Intellectual Property that may hereafter be secured by Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction.

2. The assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

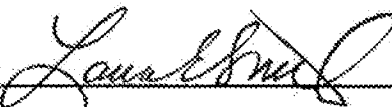
3. Assignor agrees, without further consideration, to execute and cause to be executed all documents necessary to perfect such right, title, and interest in and to the Intellectual Property for the benefit of Assignee, its successors, assigns, and legal representatives. In the event that Assignor fails or is unable to execute such documents, Assignor hereby appoints Assignee as its attorney-in-fact for the sole purpose of executing such documents.

4. The terms of the Spin Agreement are incorporated herein by reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Spin Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Spin Agreement and the terms hereof, the terms of the Spin Agreement shall govern.

5. This Assignment may be executed in one or more counterparts, each of which when so executed and delivered to the other party by facsimile or otherwise shall be deemed an original. All such counterparts together shall constitute the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date first above written.

THE TIDES CENTER (ASSIGNOR):

By:  _____

Print name: Laura E. Smith
Director of Client Operations

Title: _____

FOODROUTES NETWORK, LLC (ASSIGNEE):

By: _____

Print name: _____

Title: _____

2. The assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

3. Assignor agrees, without further consideration, to execute and cause to be executed all documents necessary to perfect such right, title, and interest in and to the Intellectual Property for the benefit of Assignee, its successors, assigns, and legal representatives. In the event that Assignor fails or is unable to execute such documents, Assignor hereby appoints Assignee as its attorney-in-fact for the sole purpose of executing such documents.

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IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date first above written.

THE TIDES CENTER (ASSIGNOR):

By: _____

Print name: _____

Title: _____

FOODROUTES NETWORK, LLC (ASSIGNEE):

By: 

Print name: Brian Snyder

Title: Executive Director

SCHEDULE 1

Intellectual Property

Registered Trademarks

- U.S. Trademark Registration for "BUY FRESH BUY LOCAL" – Reg. No. 3,339,871

Registered Copyrights

- U.S. Copyright Registration for Buy Fresh, Buy Local campaign label and logo series – Reg. No. VA0001331710

Unregistered Trademarks and Copyrights

- Unregistered trademarks and copyrights related to the Project, including, without limitation, Buy Fresh Buy Local (BFBL) Design Kit (formerly, Toolbox), BFBL Chapter Chat, and BFBL National Gathering

Other

- Website located at URL www.foodroutes.org and all associated domain names, including foodroutes.com, foodroutes.net, and foodroutes.org
- All email addresses dedicated exclusively to the Project, including info@foodroutes.org.